



## National federation of plus areas

**Policy number: 15245592**

**Insurer: Hiscox**

**Your documents include:**

**Policy schedule**

**Summary of cover**

**Statement of fact**

**Policy wording**

**Certificates**

**PolicyBee** 

0345 222 5399  
hello@policybee.co.uk

## Policy Schedule

This schedule tells you what is insured with us. It should be read carefully with your policy wording(s) and statement of fact.

**Schedule effective date: 22/02/2024**

### Insurance details

<b>Policy number:</b>	15245592
<b>Period of insurance:</b>	From 22/02/2024 to 21/02/2025 both days inclusive. This policy is a continuing cover policy.
<b>Anniversary date:</b>	22 February
<b>Insured:</b>	National federation of plus areas
<b>Address:</b>	41 York Road, Stevenage, SG1 4ET
<b>Additional insureds:</b>	None
<b>Business:</b>	Charity/not-for-profit organisation - Social / Community Group

### Premium details

Annual premium:	£84.00
Insurance Premium Tax (IPT):	£10.08
Annual total:	£94.08

Please note that there will be no refund or additional premium for any transaction which is less than £20 (excluding IPT).

## Summary

General information	
<b>Underwritten by:</b>	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy.
<b>General terms and conditions wording:</b>	15661-WD-PIP-UK-GTCA(2) The general terms and conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.

Claims information
<p>If you need to make a claim:</p> <p>For claims relating to <u>your building or contents</u> please contact our claims team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday or contact your broker.</p> <p>Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if property cover is included in your policy.</p> <p>Our out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.</p> <p>If there is a claim (or potential claim) <u>against you by a third party</u>, you should contact your broker immediately. If this is not possible or you would prefer to contact us directly please email us at <a href="mailto:liability.claims@hiscox.com">liability.claims@hiscox.com</a>. If you need to speak to a member of the claims team urgently, please call our team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday.</p> <p>You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim.</p> <p>The <b>Important information and contact details</b> section below contains additional information specific to the covers applicable to your policy.</p> <p>If you are unsure of who to contact please call our team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday. They will ensure you get through to the correct claims team and let you know what actions you need to take.</p> <p>If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy for details of its terms in full.</p>

**Your covers**

This is a summary of each section of your policy. See each section for cover details.

Cover	Limit	Excess
Public and Products Liability	£1,000,000	£250
Directors' and Trustees' Liability	£100,000	£0
Crisis Containment	£25,000	£0

**The figures above are in summary only and are not in addition to the amount insured specified against each cover section below.**

**Your cover**

**Section: Public and Products Liability**

<b>Cover start date</b>	22/02/2024
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Wording</b>	16167-WD-NFP-UK-PPL(2)
<b>Limit of indemnity</b>	£1,000,000 each and every occurrence, defence costs in addition, other than for pollution or for products to which a single aggregate policy limit including defence costs applies
<b>Excess</b>	£250 each and every occurrence for property damage only
<b>Geographical limits</b>	Worldwide excluding USA and Canada
<b>Applicable courts</b>	United Kingdom

**Abuse or molestation**

Not covered

**Claims brought against you in USA or Canada**

Not covered

**Special limits (included within and not in addition to the overall limit above)**

Criminal defence costs	£100,000 in the aggregate
Pollution defence costs	£100,000 in the aggregate

**Additional cover (in addition to the limit of indemnity)**

Loss of third party keys	£2,500
Unauthorised use of third party telephones by your employees	£2,500
Court attendance compensation: in total	£10,000 in the aggregate
Court attendance compensation: directors, partners, trustees, committee members, senior managers and officers	£250 per person, per day
Court attendance compensation: any other employees	£100 per person, per day

**Section endorsements**

**305.1 - Medical malpractice exclusion**

**We** will not make any payment for any claim or loss directly or indirectly due to **bodily injury** or **personal injury** to any person arising out of any treatment administered or care provided by **you**.

**321.0 - Hazardous premises exclusion**

**We** will not make any payment for any claim or loss directly or indirectly due to any work in or on any blast furnace, chimney, well shaft, viaduct, bridge mine, refinery, off-shore installation, power station, dam, tunnel, airport, aerodrome, dock warf, pier, harbour, railway, motorway, ship, aircrafttower or steeple.

**728.1 - Use of heat exclusion**

**We** will not make any payment for any claim or loss directly or indirectly due to any work involving the use or application of heat away from **your** own premises, other than the use of soldering irons.

**6382.0 - Additional cover: Data Protection Act (Public and products liability)**

The following is added to **What is covered, Additional cover**:

Data Protection Act

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

- a. the Data Protection Act 1998
- b. the Data Protection (Amendment) Act 2003; or
- c. any similar or successor legislation,

occurring during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

However, **we** will not make any payment for any claim:

- i. where **you** are entitled to indemnity under any other insurance;
- ii. for the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data; or
- iii. arising from circumstances that **you** knew about or ought reasonably have known about before **we** agreed to insure **you**.

For claims arising under this Additional cover, the most **we** will pay is £100,000 for the total of all such claims and their **defence costs**. **You** must pay the **excess** of £250 for each claim or loss, excluding **defence costs**.

**6383.1 - Amendment to cover: work at height (Public and products liability)**

**What is not covered**, A., 18., b. is amended to read as follows:

b. any activity taking place:

- i. in or on water; or
- ii. underground; or
- iii. more than three metres above ground when outside a building or structure or three metres from floor level when inside a building or structure.

**Section: Directors' and Trustees' Liability**

<b>Cover start date</b>	22/02/2024
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Wording</b>	12483 WD-HSP-UK-SDO(2)
<b>Limit of indemnity</b>	£100,000 in total for all claims and defence costs

<b>Excess</b>	Nil
<b>Geographical limits</b>	United Kingdom
<b>Applicable courts</b>	United Kingdom

<b>Section endorsements</b>
<b><u>705.4 - Prior and pending litigation date</u></b>
Prior and pending litigation date: 22/02/2024

**Section: Crisis Containment**

<b>Cover start date</b>	22/02/2024
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Wording</b>	9809 WD-PIP-UK-CRI(2)
<b>Limit of indemnity</b>	£25,000 in total for all insured incidents
<b>Excess</b>	Nil
<b>Geographical limits</b>	United Kingdom
<b>Applicable courts</b>	United Kingdom

<b>Special limits (included within and not in addition to the overall limit above)</b>	
Outside working hours discretionary crisis mitigation costs	£2,000

<b>Section endorsements</b>
<b><u>9003.0 - Crisis containment provider: Hill Knowlton</u></b>
<b>Crisis line contact number (24 hours):</b> +44(0)800 8402783 / +44 (0)1206 711796.
<b>Crisis containment provider:</b> Hill & Knowlton.
This contact number will go through to <b>us</b> during <b>working hours</b> , and will go directly to Hill & Knowlton outside of these hours.
If <b>you</b> first become aware of a <b>crisis</b> outside of <b>working hours</b> , <b>you</b> must notify <b>us</b> of the <b>crisis</b> as soon as possible within <b>working hours</b> by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.

**Endorsements applicable to the whole policy**

**1000.3 - Your broker: PolicyBee**

Your policy is administered and issued by your broker, PolicyBee. Contact them if you need to change your policy, ask a question, or if you think you have a claim.

You can call: 0345 222 5360, email: [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk), or write to: 14 Brightwell Barns, Waldringfield Road, Brightwell, IP10 0BJ.



## Important information and contact details

### Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy).

### Information about us

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	<b>Hiscox Underwriting Limited</b>
Registered address	22 Bishopsgate, London, EC2N 4BQ, United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority.

### Insurers

These insurers provide cover as specified in each section of the schedule.

Name	<b>Hiscox Insurance Company Limited</b>
Registered address	22 Bishopsgate, London, EC2N 4BQ, United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

**Commercial assistance and legal advice helpline:**

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

Employment  
Prosecutions  
Discrimination in the workplace  
Health & safety  
European law

Helpline number: +44 (0)800 8402269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Limited, as a service for eligible Hiscox policyholders.

### Your insurance needs

This document provides key information about your insurance. It doesn't contain the full terms and conditions of your insurance cover and isn't part of your contract of insurance.

If you have any questions, please email us at [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk). Or, call us on 0345 222 5360, Monday to Friday, 9.00am to 5.00pm.

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### Your exposure

#### Public liability and event cover insurance

Essential for those whose organisation's activities regularly require them to deal with members of the public. It covers against common slip, trip and fall claims.

#### Trustees' liability insurance

Protects the trustees and directors of your organisation against the risks associated with the decisions and actions they take while running it.

#### Crisis containment insurance

Provides essential public relations support and advice from PR experts if a claim puts your organisation's good reputation at risk.

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### Type of policy

#### Hiscox continuous policy

Paying by recurring card means that your policy is a continuous policy. This means that cover remains in place for as long as you choose to maintain premium payments. At the anniversary of your policy we will contact you to see if there is any change to the information you provided when you purchased the policy.

**Claims made cover** (applies to: professional indemnity insurance, cyber and data, directors' and officers' insurance, tools, laptops and portable equipment insurance, portable technical media equipment insurance, office insurance, business interruption insurance, buildings insurance, legal expenses.)

With this type of policy, cover must be in place when a claim is notified. You cannot make a claim if the policy has lapsed or been cancelled – even if the incident that gives rise to the claim occurred whilst the policy was in force.

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### The insurer

Hiscox underwrites your public liability and event cover insurance.

Hiscox underwrites your trustees' liability insurance.

Hiscox provides your crisis containment insurance.

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### The wording

16167-WD-NFP-UK-PPL(2) for your public liability and event cover insurance.

## Summary of cover continued...

12483 WD-HSP-UK-SDO(2) for your trustees' liability insurance.

9809 WD-PIP-UK-CRI(2) for your crisis containment insurance.

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## Your cover

### Public liability and event cover insurance

As a result of your activities including fundraising you're covered for:

- compensation and defence costs relating to claims against you for bodily injury, property damage and personal injury.

### Trustees' liability insurance

You're covered for:

- compensation and defence costs relating to claims against you for any breach of duty, including fiduciary or statutory duty as a trustee in running your organisation.
- Negligence, defamation, wrongful trading.

### Crisis containment insurance

Crisis containment insurance gives you the use of public relations experts to limit the potential damage to your reputation during a claim.

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## What else are you covered for?

### Public liability and event cover insurance

#### Claims against principals

Claims against your customers or clients as a result of your activities will be treated like a claim against you.

#### Criminal defence costs

Relating to any regulation or statute which applies to your activities, for example prosecution under any health and safety legislation, in relation to a covered claim.

#### Court attendance compensation

If you're required to attend court as a witness in connection with a claim, compensation for each day will be paid.

#### Loss of third party keys

The insurer will pay the reasonable costs to replace locks, keys or electronic pass cards of third parties for which you are legally responsible if they're lost.

### Trustees' liability insurance

#### Health and safety/manslaughter

Any claim against you alleging involuntary, constructive or gross negligence manslaughter or any claim under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent.

#### Pollution

Claims relating to the actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any

## Summary of cover continued...

pollutant.

### **Crisis containment insurance**

#### **Outside of working hours support**

The costs incurred in carrying out immediate work outside of working hours to limit or mitigate the impact of the crisis.

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## **How much are you covered for?**

### **Public liability and event cover insurance**

£1m, £2m, £5m or £10m.

The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim up to the maximum you're covered for. In addition, you're also covered for the legal costs of defending a claim against you, up to the level of cover you select.

### **Trustees' liability insurance**

The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim up to the maximum you're covered for. In addition, you're also covered for the legal costs of defending a claim against you, up to the level of cover you select.

### **Crisis containment insurance**

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

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## **How much excess do you have to pay?**

### **Public liability and event cover insurance**

£250 for each and every occurrence of property damage.

### **Trustees' liability insurance**

No excess is applicable for this coverage.

### **Crisis containment insurance**

No excess applies.

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## **Notifying a claim**

### **Public liability and event cover insurance**

Please tell us as soon as you're aware of a claim or potential claim.

So you know, we'll need the following information:

- A brief summary of the situation.
- Your first awareness of any circumstance which is likely to lead to a claim against you.
- Any claim or threatened claim against you.

### **Trustees' liability insurance**

Please tell us as soon as you're aware of a claim or potential claim.

So you know, we'll need the following information:

- A brief summary of the situation.
- Your first awareness of any circumstance which is likely to lead to a claim against you.
- Any claim or threatened claim against you.

### **Crisis containment insurance**

When you first become aware of the crisis you must notify the insurer immediately by phoning on the number stated in the schedule. You must co-operate fully with the insurer, the crisis containment provider and any of their representatives in the management of the crisis.

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## **Geographical cover and jurisdiction**

### **Public liability and event cover insurance**

You're covered to operate anywhere in the world excluding the USA and Canada. Claims made against you **not** under the laws of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands aren't covered.

### **Trustees' liability insurance**

You're covered to operate in the UK. Claims made against you **not** under the laws of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands aren't covered.

### **Crisis containment insurance**

Covers crisis in relation to claims from work undertaken in the United Kingdom only.

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## **Exclusions you should be made aware of**

### **Public liability and event cover insurance**

Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.

Fundraising activities involving mechanically driven rides, playground equipment or inflatable play equipment, fireworks, activities in or under water, activities underground, winter sports, any kind of race, endurance test, strength test, assault or obstacle course, horse riding, gymnastics, aerial activities, extreme sports and contact sports.

Please read the policy wording for a full list of exclusions.

### **Trustees' liability insurance**

Prior claims/circumstances/litigation.

The operation or administration of any defined benefit pension scheme

Claims brought by or on behalf of anyone owning 15% or more of your issued share capital.

Proceedings commenced under the provision of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.

### **Crisis containment insurance**

Any crisis containment costs relating to any employment claim under management liability - trustees' and individual liability section, or relating to any

governmental regulations or socioeconomic change which affects another country or your profession or industry.

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## **Cancelling your policy**

### **Cooling off period**

If you decide that you don't want the policy after all, you can return your policy documents within 14 days of purchase and you will receive a full refund.

### **Cancelling the policy**

If you cancel the policy more than 14 days from its start date, it's subject to a 30 day cancellation notice period. You will be entitled to a pro rata refund of the premium.

## Cover not included

This is a list of other insurance we offer. If there's something here you need, please get in touch.

### **Professional indemnity**

Professional indemnity insurance protects you against claims made by dissatisfied clients. It covers both the legal costs involved in defending you and any compensation or awards you're liable to pay.

### **Volunteers' and employers' liability**

Employers' liability insurance protects you against claims made by your employees for illnesses and injuries they suffer at work. **It's a legal requirement for any UK company with employees.** The minimum level of cover is £5m but most insurers and brokers only offer £10m.

### **HR Solutions**

Employing people comes with a burden of responsibility. And lots of paperwork. HR Solutions can help you with both. Its website is packed with employment-related advice and support, as well as contract templates, letters, risk assessments, and downloadable guides. It's like having your own HR department. But without the HR hassle.

### **Portable Equipment**

To cover lost, damaged, and stolen technical business equipment you own and use, such as: chairs, tables, laptops, and projectors. Please note this insurance doesn't cover personal items for non-business use.

### **Office contents**

Cover for loss of, or damage to, static business equipment. Both home and commercial offices can be covered, but please note this insurance doesn't cover personal items or non-commercial buildings.

### **Buildings**

Buildings insurance covers the cost of rebuilding or repairing your office if it's damaged.

### **Business interruption**

If where you run your charity is damaged (by fire or flood, say) or is otherwise unavailable, business interruption insurance pays for you to temporarily set up elsewhere. It covers the cost of moving, hiring additional equipment, and any extra rent you might have to pay.

### **Legal expenses**

Up to £100,000 to cover the cost of defending your company's legal rights in cases of commercial complaints and disputes. Areas covered include tax, property and employment issues.

Note that the legal costs of defending a professional indemnity claim against you are covered by your professional indemnity insurance, not by this policy.



## Statement of fact

By accepting this insurance you confirm the facts stated below are true. Your insurer has relied on these facts and the information you, or anyone on your behalf, provided in deciding to accept this insurance and in setting its terms and cost. These facts and information form the basis of the contract between you and your insurer.

You must read this document to make sure all facts stated below are accurate and complete. If any of the facts stated below, or any of the information provided to us isn't right or needs to change, you must tell us as soon as possible.

We'll tell you if your insurer makes a change that affects your policy. If you don't tell us about a change it could affect any claim you make or result in your insurance being invalid.

- Your organisation does not engage in:
  - Environmental or governmental campaigning or lobbying
  - International or overseas aid
  - Regulation or certification
  - Accountancy, financial or legal advice
- Your organisation does not provide services related to:
  - Human rights or the prevention of cruelty or abuse
  - Mental or sexual health
  - Medical or surgical research, care, advice, diagnosis or treatment
  - Homelessness, refugees or asylum seekers
- Your organisation does not engage in any environmental or governmental campaigning or lobbying.
- Your organisation is registered in the UK or, if unregistered, based in the UK.
- You do not operate outside the UK for more than 90 consecutive days.
- Your organisation does not own, manage or administrate any of the following:
  - A shop or warehouse
  - A drop-in centre
  - A care home
  - A hospice
  - A children's nursery
  - An animal shelter or rescue
  - A residential drug or alcohol facility
  - A facility supporting homelessness, refugees or asylum seekers
  - A swimming pool, sports centre or arena
  - A place of worship
- You do not need cover for domestic or horticultural work, or land management.
- You do not need cover for activities and/or fundraising events that include:
  - Mechanically driven rides or any activities at speeds exceeding ten miles per hour
  - Playground equipment or inflatable play equipment including but not limited to bouncy castles, slides and rides
  - Fireworks, bonfires, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern
  - Weapons
  - Roller skates, blades or boards
  - Activities in or on water, or underground
  - Activities more than 3 metres above ground when outside or 3 metres from floor level when inside
  - Aerial activities including bungee jumping
  - Winter sports including skiing, ice skating and the use of bobsleighs or skeletons
  - Any kind of race, endurance test, strength test, assault or obstacle course (marathon, iron man competition, mountain bike race, weightlifting)
  - Horse riding or any other equestrian activities
  - Gymnastics or trampolining
  - Extreme activity including mountaineering, rock-climbing or potholing
  - Any activity that requires the use of guides or ropes (other than tug of war)
  - Any contact sport or professional sports of any kind
  - Arranging a package trip away on behalf of the charity or any residential trip involving those under the age of 18
  - Care that includes the lifting or hoisting of any person
  - Events where more than 500 people will attend at any one time
- Your organisation does not provide any medical products or aids (wheelchairs, walking aids, bathing aids) or any second hand equipment.
- You are not aware of any fact, circumstance, incident, illness, injury or complaint that could give rise to a claim against your organisation.
- Neither you or any of your trustees have:
  - Been declared bankrupt either in a personal capacity or as a charity or business

## Statement of fact continued...

- Been convicted of or charged with a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974
- Had an insurance policy cancelled by the insurer
- In the last five years, suffered any claim or loss that would fall within the scope of this insurance

## Duty of disclosure

You'll find a summary of your policy details below - please check the information with care and contact us immediately to update, amend or discuss any changes.

### YOUR DETAILS

Your reference	15245592
Insurer	Hiscox
Business name	National federation of plus areas
Address	41 York Road, Stevenage, SG1 4ET
Contact name	Ben Allen
Telephone	07717500367
Business activities	Charity/not-for-profit organisation - Social / Community Group
Turnover	Your maximum allowable turnover is £9,000 (your last declared turnover used for rating was £6,000)
No. of employees/committee members	0 full-time, 0 part-time, 250 volunteers, 12 trustees

### YOUR PROFESSIONAL INSURANCE

<u>Cover type</u>	<u>Level of cover</u>
Public and Products Liability	£1,000,000
Directors' and Trustees' Liability	£100,000
Crisis Containment	£25,000
<b>Total premium (including insurance premium tax at 12%)</b>	<b>£94.08</b>
Policy renewal date	22/02/2025

### CONTACT US

Telephone number	0345 222 5399 (from 9 to 5 Monday to Friday)
Email	<a href="mailto:contactus@policybee.co.uk">contactus@policybee.co.uk</a>

### IMPORTANT

#### What is a continuous policy?

This insurance policy is a continuous policy. Your policy will remain in force on existing terms at the above stated premium until either party gives notice of cancellation in accordance with the general terms and conditions of the policy (please refer to your policy documents). Your policy does not require annual renewal and the last policy schedule you received is still in force. **You do not need a new schedule** but, if you require an updated copy, please contact us.

#### Your business activities

We have your business activities as **Charity/not-for-profit organisation - Social / Community Group**. We are providing insurance for these business activities only. If your business activities have changed, you must declare them so that we can re-assess your policy terms and conditions.

#### What is a 'duty of disclosure'?

This document reminds you of some of what you told us about your business. If anything has changed, or you have exceeded the limits set out for your turnover or payroll, it is your duty to tell us as soon as you can. This will allow us to make sure that your policy terms and conditions are correct.

**If you fail to inform us about material changes we may be entitled to treat this insurance as if it had never existed.**

Duty of disclosure continued...



**A seamless integrated insurance solution for professionals.**

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

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

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**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

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**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  
United Kingdom

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198  
or by email at [customer.relations@hiscox.com](mailto: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](http://www.financial-ombudsman.org.uk).

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<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>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.</li></ol>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule.
<b>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	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.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>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;</li><li>all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Program</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Terrorism</b>	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"><li>is committed for political, religious, ideological or similar purposes; and</li><li>is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li><ol style="list-style-type: none"><li>involves violence against one or more persons; or</li><li>involves damage to property; or</li><li>endangers life other than that of the person committing the action; or</li><li>creates a risk to health or safety of the public or a section of the public; or</li><li>is designed to interfere with or to disrupt an electronic system.</li></ol></li></ol>
<b>Virus</b>	<b>Programmes</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in the schedule.
<b>You/your</b>	The insured named in the schedule.

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**General conditions**

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

Presentation of the risk

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.

## General terms and conditions

- |                               |   |
|-------------------------------|---|
| Reasonable precautions        | <p>5. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair. <b>We</b> will not make any payment under this <b>policy</b> in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> 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.</p>  |
| Premium payment               | <p>6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.</p>  |
| Cancellation                  | <p>7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium under £20.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p> |
| Multiple insureds             | <p>8. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> 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 <b>policy</b>.</p>   |
| Aggregate limit               | <p>9. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p> <p>If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> 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.</p>   |
| Rights of third parties       | <p>10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>   |
| Other insurance               | <p>11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> 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 <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.</p>   |
| Cover under multiple sections | <p>12. Where <b>you</b>, including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b>, are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b>, being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.</p>  |
| Governing law                 | <p>13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.</p>  |
| Arbitration                   | <p>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.</p>   |



**General claims conditions**

The following claims conditions apply to the whole of this **policy**. **You** must also comply with the conditions shown in each section of the **policy** under the heading **Your obligations**.

## 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**.
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 legally 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.

## Public and products liability (charity and not-for-profit)

### Policy wording

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

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### Special definitions for this section

<b>Abuse or molestation</b>	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
<b>Abuse or molestation retroactive date</b>	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Computer or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;</li> </ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"> <li>1. gain access to;</li> <li>2. extract information from;</li> <li>3. disrupt access to or the operation of; or</li> <li>4. cause damage to,</li> </ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"> <li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>b. denial of service attack or distributed denial of service attack.</li> </ol>
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Drone</b>	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your activities</b> who is: <ol style="list-style-type: none"> <li>1. employed by <b>you</b> under a contract of service or apprenticeship;</li> <li>2. hired to or borrowed by <b>you</b>;</li> <li>3. under <b>your</b> control or supervision and is self-employed or working on a labour-only basis;</li> <li>4. engaged by labour-only sub-contractors;</li> <li>5. a labour master or a person supplied by him;</li> <li>6. engaged under a work experience or training scheme;</li> </ol>

7. a voluntary worker engaged with **your** permission.

**Fundraising activities**

The following fundraising activities arranged by **you** that occur within the **geographical limits**:

- a. clerical and non-manual work;
- b. domestic work, including domestic gardening and car cleaning but not building alterations or repair;
- c. exhibitions, craft fairs or fetes;
- d. sponsored walks or hikes;
- e. charity dinners, luncheons or quiz nights;
- f. family fun days;
- g. any other activity not specifically excluded in this section of the **policy**.

**Hacker**

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

**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.

**Personal data**

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

**Personal injury**

False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.

**Pollution**

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

**Products**

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

**Property damage**

Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.

**Tool of trade**

Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include **drones**.

**You/your**

Also includes any person who was, is or during the **period of insurance** becomes **your** director, partner, trustee, committee member, senior manager or officer in actual control of **your** operations.

**Your activities**

**Your** activities, including **fundraising activities**, declared to and accepted by **us**, undertaken with **your** full knowledge and authority and under **your** control or the control of an authorised **employee**.

**What is covered**

Claims against you

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

- a. **bodily injury**, other than **abuse or molestation**, or **property damage** occurring during the **period of insurance**;
- b. **personal injury** or **denial of access** 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 **employee** 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.

Abuse or molestation claims	<p>If, as a result of <b>your activities</b>, any party brings a claim against <b>you</b> during the <b>period of insurance</b> for <b>abuse or molestation</b> committed after the <b>abuse or molestation retroactive date</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any <b>employee</b> when they are acting on <b>your</b> behalf in whatever capacity. However, <b>we</b> will not in any event provide cover to any party who commits, condones or ignores any <b>abuse or molestation</b>.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners, trustees, committee members, <b>employees</b> or the spouse of any such person against legal liability as a result of <b>bodily injury, property damage or personal injury</b>, which falls within the scope of <b>What is covered</b>, Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than where such liability:</p> <ol style="list-style-type: none"><li>a. arises out of:<ol style="list-style-type: none"><li>i. any loss of a third-party's key or electronic pass card;</li><li>ii. any failure to secure a third-party's premises;</li><li>iii. the ownership or occupation of land or buildings; or</li></ol></li><li>b. is covered by any other insurance.</li></ol>
Claims against principals	<p>If, as a result of <b>your activities</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against any:</p> <ol style="list-style-type: none"><li>a. party individually stated in the Public and products liability section of the schedule under Named third parties; or</li><li>b. other party with whom <b>you</b> have entered into a contract or agreement in connection with <b>your activities</b>;</li></ol> <p>and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if it had been made against <b>you</b> and make the same payment to such party that <b>we</b> would have made to <b>you</b>, provided that they:</p> <ol style="list-style-type: none"><li>i. have not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>ii. accept that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>iii. have not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>iv. give <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ol>
Cross liabilities	<p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.</p>
Criminal proceedings costs	<p>If, during the <b>period of insurance</b>, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against <b>you</b> or any <b>employee</b> directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action or proceedings. However, <b>we</b> will only pay the costs incurred to defend any allegations of <b>abuse or molestation</b> covered under this section up to the date of any judgment or other final adjudication against the <b>employee</b> or an admission by the <b>employee</b> that an act of <b>abuse or molestation</b> did occur.</p>
Loss of third-party keys	<p>If, during the <b>period of insurance</b> and as a result of <b>your activities</b>, <b>you</b> lose any key or electronic pass card belonging to a third-party for which <b>you</b> are legally responsible, and that party brings claim against <b>you</b>, <b>we</b> will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.</p>

Failure to secure third-party premises

If, during the **period of insurance**, **you** fail to secure the premises of a third-party where **you** have been carrying out **your activities**, and that party brings claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third-party, provided that **you** have taken reasonable steps to secure the premises as required by that third-party.

Unauthorised use of third-party telephones by your employees

If, during the **period of insurance** and as a result of **your activities**, any of **your employees** uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third-party, provided that **we** are notified within three months of the unauthorised use.

Defective Premises Act

If, during the **period of insurance**, **you** dispose of any premises in connection with **your activities** and any party brings a claim against **you** under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, **we** will pay for the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

**We** will not in any event make any payment for any:

- a. liability where **you** are entitled to cover under any other insurance;
- b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.

#### Additional cover

Court attendance compensation

If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** 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.

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## What is not covered

Property for which you are responsible

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

1. 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. vehicles or personal effects belonging to **your employees** or visitors, 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;
  - d. loss of a third-party's keys or electronic pass cards.
2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drone**, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any:

- a. **employee**; or
- b. person supplied by **you** to a client under contract which occurs anywhere other than at **your** premises.

Pollution

4. 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.
- Cyber incidents 5. contributed to by, resulting from or in connection with any:
- a. **cyber attack**;
  - b. **hacker**;
  - c. **computer or digital technology error**; or
  - d. any fear or threat of 5.a. to 5.b. above; or
  - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.
- Professional advice 6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by **you**.
- Treatment or care 7. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with **your activities**.
- Tour operator's liability 8. any **activities** activity where **you** are deemed in law to be liable, purely as a result of:
- a. the Package Travel and Linked Travel Arrangements Regulations 2018;
  - b. any similar or successor legislation; or
  - c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.
- Your products 9. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
10. a. any **products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such **products**;
- b. any **products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **products**;
- c. any **products** relating to **drones** or self-balancing motorised scooters.
- Inefficacy 11. **inefficacy**.
- Deliberate or reckless acts 12. 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.
- Placed personnel 13. the actions of any person supplied by **you** to a client under contract.
- Contracts 14. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- Terrorism, war or nuclear 15. contributed to by, resulting from or in connection with any:
- a. **terrorism**;
  - b. **war**;
  - c. **nuclear risks**;
  - d. any fear or threat of 15.a. to 15.c. above; or
  - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above.
- If there is any dispute between **you** and **us** over the application of 15.a. above, it will be for **you** to show that the clause does not apply.
- Personal data 16. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Asbestos	17. <b>asbestos risks.</b>
Hazardous activities	<p>18. a. any activity involving the use of or provision of any:</p> <ul style="list-style-type: none"> <li>i. mechanically driven rides or any activities at speeds exceeding ten miles per hour;</li> <li>ii. playground equipment or inflatable play equipment including bouncy castles, slides and rides;</li> <li>iii. fireworks, bonfires, pyrotechnics, sparklers, airborne lanterns, sky candles or wish lanterns;</li> <li>iv. weapons;</li> <li>v. sporting or roller skates, roller blades, skateboards or other boards used for sporting activities;</li> </ul> <p>b. any activity taking place:</p> <ul style="list-style-type: none"> <li>i. in or on water;</li> <li>ii. underground; or</li> <li>iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure;</li> </ul> <p>c. aerial activity of any kind, including bungee jumping;</p> <p>d. winter sports, including skiing, ice skating and the use of bobsleighs or skeletons;</p> <p>e. any kind of race, endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of <b>bodily injury</b>, including marathons, biathlons, triathlons, iron man competitions, mountain bike races, weightlifting or commando challenges;</p> <p>f. horse riding or any other equestrian activities;</p> <p>g. gymnastics or trampolining;</p> <p>h. extreme activity, including mountaineering, rock-climbing or potholing;</p> <p>i. any activity that requires the use of guides or ropes, other than tug-of-war;</p> <p>j. any contact sport or professional sports of any kind, unless declared to and accepted by <b>us</b>.</p> <p>B. <b>We</b> will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where <b>your</b> 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	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under 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>
Geographical limits	<p>4. any claim brought against <b>you</b>:</p> <ul style="list-style-type: none"> <li>a. resulting from any of <b>your activities you</b> undertake in any country outside the <b>geographical limits</b>; or</li> <li>b. for <b>bodily injury</b> or <b>property damage</b>, arising from any <b>products</b>, occurring in any country outside the <b>geographical limits</b>.</li> </ul>
Excess	5. the amount of any relevant <b>excess</b> .

**How much we will pay**

**We** will pay up to the limit of indemnity stated in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** stated in the schedule for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

### Special limits

Abuse or molestation	For claims brought against <b>you</b> for <b>abuse or molestation</b> , the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .
Products	For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount stated in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> .
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against <b>you</b> and <b>your employees</b> during the <b>period of insurance</b> .
Unauthorised use of third-party telephones by your employees	For claims arising from the unauthorised use of a third-party's telephone systems, the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims and their <b>defence costs</b> .

### Additional cover

Court attendance compensation	<b>We</b> will pay <b>you</b> compensation, as stated in the schedule, for each day or part day that any of <b>your</b> directors, partners, trustees, committee members, senior managers or officers in actual control of <b>your</b> operations or other <b>employees</b> are required to attend court in relation to a claim covered under this section. The most <b>we</b> will pay for the total of all court attendance covered under this section is stated in the schedule.
Paying out the limit of indemnity	At any stage <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .

## Your obligations

If a problem arises	<ol style="list-style-type: none"> <li>1. <b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b>:             <ol style="list-style-type: none"> <li>a. immediately and in any event within seven days of:                 <ol style="list-style-type: none"> <li>i. a claim or anything which may give rise to a claim for or arising out of <b>bodily injury</b> or <b>abuse or molestation</b>;</li> <li>ii. <b>your</b> discovery, or the existence of reasonable grounds for <b>your</b> suspicion, that any director, partner, trustee, committee member or <b>employee</b> has committed <b>abuse or molestation</b>; or</li> <li>iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.</li> </ol> </li> <li>b. promptly of any other claim or anything which may give rise to any other claim against <b>you</b>, including <b>your</b> discovery that <b>products</b> are defective.</li> </ol> <p>At <b>our</b> request, <b>you</b> must confirm the facts in writing within 30 days with as much information as is available.</p> <p><b>You</b> should make this notification directly to <b>us</b> (and <b>your</b> insurance adviser, if <b>you</b> have one) as follows, ensuring <b>you</b> quote <b>your</b> policy number:</p> <p>by email to: liability.claims@hiscox.com; or</p> <p>by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.</p> </li> <li>2. When dealing with <b>your</b> client or a third party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior</li> </ol>
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written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

Correcting problems                      3. **You** must take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor. **We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

<b>Control of defence</b>	<p><b>We</b> have the right, but not the obligation, to take control of and conduct in <b>your</b> name the investigation, settlement or defence of any or any part of a claim.</p> <p><b>You</b> must give <b>us</b> the information and co-operation which <b>we</b> may reasonably require and take all reasonable steps to defend any claim. <b>You</b> should not do anything which may prejudice <b>our</b> position.</p>
Appointment of legal representation	<b>We</b> 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	<b>We</b> will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against <b>you</b> and any other party who is not covered under this section, then at the outset of the claim, <b>we</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including <b>defence costs</b> on the basis of the relative legal and financial exposures.
Advancement of defence costs	<b>We</b> will pay <b>defence costs</b> covered by this section on an ongoing basis prior to the final resolution of any claim. However, <b>we</b> will not pay any <b>defence costs</b> in connection with any claim or part of a claim which is not covered under this section. <b>You</b> must reimburse <b>us</b> for any <b>defence costs</b> paid where it is determined there is no entitlement under this section.
Payment of full limit of indemnity	<b>We</b> have no further duty to indemnify <b>you</b> against any claim where <b>we</b> pay <b>you</b> the applicable limit of indemnity as described in <b>How much we will pay</b> , Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.
Payment of excess	<b>Our</b> duty to make any payment under this section arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a claim.
Disputes	<p>For the purposes of <b>control of defence</b> in this section of the <b>policy</b>, <b>General condition 14</b>, Arbitration, within the <b>General terms and conditions</b> is amended to read as follows:</p> <p>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 Queen'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 Queen's Counsel shall be binding on <b>you</b> and <b>us</b> in relation to matters referred under this clause. The costs of such opinion shall be met by <b>us</b>.</p>

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<b>Special definitions for this section</b>	The General terms and conditions and the following terms and conditions all apply to this section.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Claim</b>	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an <b>insured person</b> during the <b>period of insurance</b> seeking monetary damages or other legal relief or penalty alleging a <b>wrongful act</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend any <b>claim</b> made against an <b>insured person</b> or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any <b>claim</b> .
<b>Employee</b>	Any person under a contract of service with <b>you</b> .
<b>Employment claim</b>	Any <b>claim</b> by any <b>employee</b> or volunteer for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by <b>you</b> of any current, former or prospective <b>employee</b> or volunteer.
<b>Extradition proceeding</b>	Any proceeding commenced under the provision of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.
<b>Health and safety/ manslaughter claim</b>	Any <b>claim</b> against any <b>insured person</b> alleging involuntary, constructive or gross negligence manslaughter or any <b>claim</b> under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.
<b>Insured person</b>	<ol style="list-style-type: none"> <li>1. Any natural person who was, is, or during the <b>period of insurance</b> becomes a director, partner, trustee, committee member or officer of <b>you</b>.</li> <li>2. Any de facto director of <b>you</b> whilst acting in such capacity for <b>you</b>.</li> <li>3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.</li> <li>4. Any <b>employee</b> of <b>you</b>.</li> <li>5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a <b>claim</b> against that person.</li> <li>6. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a <b>claim</b> against that person.</li> </ol>
<b>Loss</b>	<p>In respect of a <b>claim</b> the amount any <b>insured person</b> becomes legally liable to pay for <b>defence costs</b>, awards of damages including punitive and exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with <b>our</b> prior written agreement.</p> <p><b>Loss</b> does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment-related benefits, punitive and exemplary damages in relation to an <b>employment claim</b> or the multiplied portion of any damages award unless awarded for defamation.</p>
<b>Outside entity</b>	Any organisation other than <b>you</b> : <ol style="list-style-type: none"> <li>1. that is tax exempt and not for profit; or</li> <li>2. in which you hold any issued share.</li> </ol>
<b>Pollutant</b>	Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).
<b>Pollution</b>	Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any <b>pollutant</b> or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any <b>pollutant</b> .

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## Directors' and trustees' liability

### Policy wording

<b>Prior and pending litigation date</b>	The date stated as the prior and pending litigation date in the schedule.
<b>Securities</b>	Any debt or equity interest in <b>you</b> .
<b>Subsidiary</b>	<p>Any private limited company not domiciled outside of the United Kingdom of Great Britain and Northern Ireland or Republic of Ireland in which <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. own directly or through one or more of <b>your</b> subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or</li> <li>2. control a majority of its voting rights under a written agreement with other shareholders or members.</li> </ol> <p>If an entity ceases to be a <b>subsidiary</b> during the <b>period of insurance</b>, cover will continue but only for a <b>claim</b> against <b>you</b> or an <b>insured person</b> arising from a <b>wrongful act</b> committed before it ceased to be a <b>subsidiary</b>.</p>
<b>Wrongful act</b>	<p>Any actual or alleged act, error or omission committed or attempted by an <b>insured person</b> arising from the performance of the <b>insured person's</b> duties solely in their capacity as <b>your</b> director, partner, trustee, committee member, officer or <b>employee</b> including:</p> <ol style="list-style-type: none"> <li>1. breach of any duty, including fiduciary or statutory duty;</li> <li>2. breach of trust;</li> <li>3. negligence, negligent misstatement, misleading statement or negligent misrepresentation;</li> <li>4. defamation;</li> <li>5. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);</li> <li>6. breach of warranty of authority;</li> <li>7. any other act, error or omission attempted or allegedly committed or attempted by an <b>insured person</b> solely because of their status as a director, partner, trustee, committee member, officer or <b>employee</b> of <b>you</b>.</li> </ol>
<b>You/your</b>	Also includes a <b>subsidiary</b> , and any <b>subsidiary</b> created or acquired during the <b>period of insurance</b> , but only for a <b>claim</b> against an <b>insured person</b> arising from a <b>wrongful act</b> committed after the date of creation or acquisition of such <b>subsidiary</b> .

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## What is covered

Claims against an insured person	<b>We</b> will pay on behalf of any <b>insured person</b> the <b>loss</b> arising from a <b>claim</b> against any <b>insured person</b> for any <b>wrongful act</b> within the <b>geographical limits</b> .
Company reimbursement	<p><b>We</b> will pay on <b>your</b> behalf the <b>loss</b> which <b>you</b> are legally obliged or permitted to pay on behalf of an <b>insured person</b> arising from a <b>claim</b> against an <b>insured person</b> for a <b>wrongful act</b> within the <b>geographical limits</b>. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.</p> <p>If <b>you</b> are permitted or obliged to provide such payment but fail to do so for any reason other than <b>your</b> insolvency, <b>we</b> will pay the amount of the <b>claim</b> less the relevant <b>excess</b> regardless of whether <b>you</b> advanced payment or indemnified an <b>insured person</b> for such <b>loss</b>.</p>
Health and safety/ manslaughter	<b>We</b> will pay on <b>your</b> behalf <b>loss</b> which <b>you</b> are legally obliged or permitted to pay on behalf of an <b>insured person</b> arising from a <b>health and safety/manslaughter claim</b> , including any equivalent legislation in any other jurisdiction, against an <b>insured person</b> for a <b>wrongful act</b> within the <b>geographical limits</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Pollution	<b>We</b> will pay on behalf of any <b>insured person</b> the <b>loss</b> in respect of a <b>claim</b> arising from <b>pollution</b> within the <b>geographical limits</b> .

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## What is not covered

**We** will not make any payment for any **claim** or **loss**:

Deliberate or dishonest acts	<ol style="list-style-type: none"> <li>1. based upon, attributable to or arising out of:</li> </ol>
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## Directors' and trustees' liability

### Policy wording

- a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any **insured person**;
- b. an act intended to secure or which does secure a personal profit or advantage to which any **insured person** was not legally entitled;
- c. an act intended to secure or which does secure a profit for any other entity where an **insured person** is a director, partner, trustee, committee member, officer or employee of such entity.

This exclusion will only apply after a judgment or other final adjudication or an admission by an **insured person** that such act did occur. **We** may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on **us** and the **insured person**. The costs of such opinion shall be met by **us**.

Prior claims and circumstances	2. based upon, attributable to or arising out of any <b>claim</b> or circumstance which <b>you</b> or any <b>insured person</b> were aware of, or that has been reported under any policy existing or expired, prior to the start of the <b>period of insurance</b> .
Prior litigation	3. based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving <b>you</b> or an <b>insured person</b> initiated prior to the <b>prior and pending litigation date</b> .
Defined benefit pension schemes	4. based upon, attributable to or arising out of an <b>insured person's</b> operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Claims outside the applicable courts	5. brought outside the <b>applicable courts</b> shown in the schedule.
Matters insurable elsewhere	6. for mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property.  This exclusion shall not apply to any <b>health and safety/manslaughter claim</b> .
	7. based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.
Claims brought by a related party	8. based upon, attributable to or arising out of any claim brought or maintained by <b>you</b> or an <b>insured person</b> .
Breach of professional duty	9. based upon, attributable to or arising out of any <b>claim</b> relating to a breach of or failure to provide professional duties or services.
Shareholders	10. brought by or on behalf of anyone owning 15% or more of <b>your</b> issued share capital.
Acquisition of your assets or issued share capital	11. based upon, attributable to or arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> after any party acquires more than 50% of either <b>your</b> assets or issued share capital.  In the event of a <b>subsidiary</b> ceasing during the <b>period of insurance</b> to be a <b>subsidiary</b> cover under this section shall be amended to apply solely to <b>loss</b> arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> prior to the effective date of sale or dissolution.
Share offerings	12. based upon, attributable to or arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> in relation to any actual public offering of <b>your</b> share capital unless <b>we</b> have given <b>our</b> prior written agreement and <b>you</b> have paid any additional premium and accepted any amendments <b>we</b> may require to the terms and conditions of this section.
Financial advantage	13. based upon, attributable to or arising out of the gaining of any financial advantage to which the <b>insured person</b> was not entitled, including the repayment of any wrongfully received monies.

Employment claims	14. based upon, attributable to or arising out of any <b>employment claim</b> .
Extradition proceedings	15. based upon, attributable to or arising out of any <b>extradition proceeding</b> .
Outside entities	16. based upon, attributable to or arising out of any actual or alleged <b>wrongful act</b> committed by an <b>insured person</b> for or on behalf of an <b>outside entity</b> .

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### Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the <b>General terms and conditions</b> all apply equally to each <b>insured person</b> and to <b>you</b>, except for General condition 4, Premium payment which applies only to <b>you</b>.</p> <p>General condition 1 and General claims condition 2 shall not apply to this section. Under this section only <b>we</b> waive <b>our</b> right to rescind the <b>policy</b> on the grounds of misrepresentation or fraud.</p> <p>General condition 5, Cancellation shall only apply to this section at the end of the <b>period of insurance</b> or the anniversary date whichever comes first.</p> <p><b>You</b> agree to act on behalf of all the <b>insured persons</b> as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	<p>All information which any <b>insured person</b> provided before <b>we</b> agreed to insure <b>you</b> will be considered as a separate application for each <b>insured person</b> and as such the knowledge of or any statement made by an <b>insured person</b> will not be imputed to any other <b>insured person</b> for the purposes of determining whether cover is available for any <b>claim</b> against such other <b>insured person</b>.</p>
Extended notification period following acquisition of your assets or issued share capital	<p>In the event that any party acquires more than 50% of either <b>your</b> assets or issued share capital during the <b>period of insurance</b>, <b>you</b> may on payment of an additional premium of 100% of the annual section premium request that this section continue in force for a period of 12 months from the expiry date of the current <b>period of insurance</b>, provided that such extension shall only apply to <b>claims</b> arising from any <b>wrongful act</b> committed or alleged prior to the date of such acquisition.</p>

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### How much we will pay

	<p>The most <b>we</b> will pay for the total of all <b>claims</b> and their <b>defence costs</b> is the limit of indemnity shown in the schedule irrespective of the number of <b>claims</b> made.</p> <p>The amount <b>we</b> will pay for <b>claims</b> and their <b>defence costs</b> includes any amount <b>we</b> pay on <b>your</b> behalf, and for <b>claims</b> against an <b>insured person's</b> spouse, civil or unmarried partner.</p> <p>Each <b>claim</b> shall be treated as first made when <b>we</b> receive notice of the first <b>claim</b>. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.</p>
Paying out the limit of indemnity	<p>At any stage of a <b>claim</b>, <b>we</b> can pay the <b>insured person</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will then have no further liability for any <b>claim</b> or <b>loss</b>.</p>

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### Your obligations

Notification	<p><b>We</b> will not make any payment under this section:</p> <ol style="list-style-type: none"><li>1. unless <b>you</b> notify <b>us</b> promptly of the following within the <b>period of insurance</b> or at the latest within 14 days after it expires for any problem <b>you</b> become aware of within the seven days before expiry:<ol style="list-style-type: none"><li>a. the <b>insured person's</b> first awareness of any <b>wrongful act</b>;</li><li>b. any <b>claim</b> or threatened <b>claim</b> against an <b>insured person</b> or the <b>insured person's</b> lawful spouse, civil or unmarried partner;</li><li>c. the threat or commencement of any disqualification proceedings against any <b>insured person</b>;</li><li>d. the threat or commencement of proceedings against any <b>insured person</b> for <b>pollution</b>.</li></ol></li></ol>
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## Directors' and trustees' liability

Policy wording

2. if, when dealing with a third-party, **you** or the **insured person** admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement.  
**You** must also not reveal the amount of cover available under this insurance.
3. to any **insured person** who, prior to the **period of insurance**, had knowledge that the information provided to **us** upon which **we** agreed to insure **you** was inaccurate or incomplete.

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### Control of defence and payment of a claim

**You** and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

**We** have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, 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** shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

**We** shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section and/or is also made against **you** and any other person who is not an **insured person**, **we**, **you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

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

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**Special definitions for this section**

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

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**What is covered**

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

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**What is not covered**

**We** will not make any payment for:

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

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**How much we will pay**

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

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

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**Your obligations**

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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



## Terms of business

Please read this document carefully as it sets out our terms and contains important regulatory and statutory information.

**Definitions - We/us/our** means PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich IP10 0BJ.

**Status - PolicyBee Ltd** is an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. Our FCA register number is 945969.

This can be checked by clicking here, <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

### If you have a complaint

We aim to provide you with a high level of customer service at all times. If you're not satisfied in any way, please contact Kerri-Ann Hockley, Director of Customer Service, on 0345 222 5364 or by emailing her - [kerri-ann@policybee.co.uk](mailto:kerri-ann@policybee.co.uk).

We'll follow our complaint handling procedure, available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

Further details can be obtained here: <https://www.financial-ombudsman.org.uk/publications/ordering-leaflet/leaflet>.

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/circumstances of the claim. Further details are available by downloading the [Protecting your Money FSCS Leaflet \(pdf\)](#).

### Our services

These include: assessing your needs and making a personal recommendation about your insurance, arranging your cover and helping you with any policy changes you, we or the insurer make. As part of our service, we'll also help you with any claim.

We conduct a fair and personal analysis of the market to meet your demands and needs. Sometimes, this means we'll only offer products from a single insurer but we'll let you know who this is.

We act as your agent when finding your insurance and putting it in place, and when you make a claim. We act as the insurer's agent when we collect your premium and we'll let you know if there are other situations where we are acting on behalf of the insurer.

### Our remuneration

This is commission, which is a percentage of the premium paid by you; commission may well include a profit share arrangement that your policy may contribute towards. If any fee is due, we'll agree this with you before you purchase the policy.

We are committed to ensuring complete transparency of our remuneration and we will, at your request fully disclose our remuneration.

### Fair presentation of risk

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately.

You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information.

If you feel you have not been able to do so, please advise us, so we can allow underwriters to make further enquiries if they wish to do so.

You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith.

Any deliberate or reckless misrepresentation may involve part, or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

### Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### GDPR/Data Protection - how we use your data

We treat your personal information as private and confidential, and we're registered with the ICO as a Data Controller. We comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. If you'd like specific information on how we use your personal data, and other rights you have under GDPR such as 'Right of

Access', please contact us. You can review our privacy notice at: <https://www.policybee.co.uk/privacy-notice>.

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

### Credit Checks

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether your applications proceed.

Unless you contact us to confirm you do not want these searches to be carried out we will assume your consent has been given and proceed as above.

### Claims

You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact us and we will promptly advise you and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. If an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

### Handling your money

Our financial arrangements with most insurance companies are on a 'risk transfer' basis. This means we act as agents of the insurer in collecting premiums and handling refunds. In these circumstances, money is deemed to be held by the insurer(s) arranging your policy. However, if risk transfer does not apply, we'll hold that money in a statutory trust account set up in accordance with the FCA Client Assets Sourcebook (CASS) and with our nominated bank. Holding money in line with CASS ensures your money is protected and used only for the settlement of insurer accounts. We'll retain interest earned on money in a statutory trust account.

### Cancellation Clause

Your insurance may include a cancellation clause. Full cancellation details will be explained to you during the negotiation process. If you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned if the insurance is cancelled after inception, our commission will not usually be returnable.

### Financial Crime

The National Crime Agency (NCA) requires us to report any suspicious transactions to them. In these circumstances, we might ask for evidence of your identity. This could mean we ask to see your passport, a utility bill or a bank statement. For companies, we might want to see your Certificate of Incorporation or we may check the Companies House register.

### Health & Safety

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation.

### Termination

Our services may be terminated without cause or penalty by giving one month's notice in writing. If our services are terminated by you other than at the expiry of the policy, we will be entitled to retain the commission payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.

### Refusal of service

We reserve the right to refuse service to any customer at our discretion without the need for justification or explanation.

### Law and Jurisdiction

The insurance policy offered is strictly available to individuals aged 18 years or older, ensuring compliance with legal requirements and promoting responsible insurance practices.

These terms of business are written according to English law. Any legal action or proceedings arising out of or in connection with these terms of business fall under the jurisdiction of English courts.

### **PolicyBee Ltd's Fair Processing Notice**

We collect and process your information to provide insurance policies and to process claims. We also use your information for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from third parties such as insurers, loss adjusters, or our regulators.

If you have questions or concerns about how your information has been used, please call us on 0345 222 5399 or email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk).

For more information about how we process your information and your rights regarding your personal information please see our full privacy notice at: [www.policybee.co.uk/info/privacy-notice.html](http://www.policybee.co.uk/info/privacy-notice.html).

### **Hiscox's Fair Processing Notice**

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy).



## CERTIFICATE OF PUBLIC LIABILITY AND EVENT COVER INSURANCE

**Policy Number:** 15245592  
**Name of Policyholder:** National federation of plus areas  
**Description of Activities:** Charity/not-for-profit organisation - Social / Community Group  
**Date of commencement of insurance policy:** 22/02/2024  
**Date of expiry of insurance policy:** 21/02/2025 expiring at Midnight  
**Limit of Indemnity:** £1,000,000

Signed on behalf of Hiscox Insurance Company Ltd

**Jon Dye**  
CEO, Hiscox UK

**Notes:**

- a. This insurance is subject to policy terms and conditions and any special terms notified to the insured.
- b. The certificate above shows that you are insured with an authorised insurer.
- c. The certificate (or any copy) must only be displayed whilst the policy remains active and within the policy period above.

**About the insurer:**

<b>Insurer</b>	Hiscox Insurance Company Ltd
<b>Company registration</b>	Registered in England number 70234
<b>Registered address</b>	22 Bishopsgate, London, EC2N 4BQ
<b>Status</b>	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

# Invoice

Your invoice from PolicyBee Ltd

Reference no. 15245592

Issued on 21 February 2024

National federation of plus areas

For your Hiscox charity insurance

Effective from 22/02/2024

Premium including IPT @ 12%	£94.08
Total	£94.08

Policy paid by recurring credit/debit card