



Sport recreation and leisure liability insurance portfolio

Policy wording

A seamless integrated insurance solution for clients in the sport, recreation and leisure sector.

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

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

Our promise to you

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

Steve Langan
CEO, Hiscox Insurance Company

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

By telephone on 0800 1164627 or +44 (0) 1904 681198

By email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

General terms and conditions

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Additional insureds	Any individuals or entities shown in the schedule or listed in any endorsements .
Asbestos risks	<ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos other than where such exposure is due to your activities taking place in a building where you did not know asbestos, asbestos fibres or materials containing asbestos were present; orthe provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Member	Your: <ol style="list-style-type: none">current registered members;past members whilst acting on your behalf under your supervision;prospective members whilst participating in your activities under your supervision.
Nuclear risks	<ol style="list-style-type: none">Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;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;all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Policyholder	The insured named in the schedule, not including any additional insureds .
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Retroactive date	The agreed retroactive date shown in your schedule.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">involves violence against one or more persons; orinvolves damage to property; orendangers life other than that of the person committing the action; orcreates a risk to health or safety of the public or a section of the public; or

General terms and conditions

v. is designed to interfere with or to disrupt an electronic system.

Virus	Programs that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	The policyholder and, if applicable, any additional insureds .
Your activities	Your activities declared to us and accepted by us , shown in the schedule.

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:

General terms and conditions

- i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
- ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.
- Reasonable precautions 5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
- Premium payment 6. **We** will not make any payment under this **policy** until the **policy** premium has been paid.
- Cancellation 7. **You** or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under £20.
- If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
- Multiple insureds 8. The most **we** will pay is the relevant amount shown in the schedule.
- If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**, unless otherwise agreed by **us** in any section of this **policy**.
- You** agree that the **policyholder** is authorised to receive all notices and agree any amendments to the **policy**.
- Aggregate limit 9. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**. If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.
- Rights of third parties 10. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- Other insurance 11. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Cover under multiple sections 12. Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.
- Governing law 13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration 14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

Your obligations

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

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 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.

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

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of sexual nature or any act undertaken with a sexual motive.
Abuse or molestation retroactive date	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Employee	Any person working for you in connection with your activities who is: <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. under your control or supervision and is self-employed or working on a labour-only basis; d. engaged by labour-only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary worker engaged with your permission.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you or any member to perform the function or serve the purpose for which it was intended.
Member	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man who was: <ul style="list-style-type: none"> a. an officially registered member of yours; or b. a prospective member of yours, participating in your activities, under your supervision. at the time that the bodily injury or property damage was alleged to have occurred or the personal injury or denial of access was alleged to have been committed.
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; invasion of any rights of privacy.
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 or any member .
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.
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.

What is covered

Claims against you	<p>If, as a result of your activities, any party brings a claim against you for:</p> <ol style="list-style-type: none">bodily injury or property damage occurring within the geographical limits and during the period of insurance; orpersonal injury or denial of access committed within the geographical limits and during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Claims against members	<p>If, as a result of your activities, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a member, we will treat such claim as if made against you and make the same payment to such member that we would have made to you, provided that the member to be indemnified:</p> <ol style="list-style-type: none">accepts that we can control the claim's defence and settlement in accordance with the terms of this section;has not admitted liability or prejudiced the defence of the claim before we are notified of it; andgives us the information and co-operation we reasonably require for dealing with the claim. <p>This includes a claim brought by another member, but not a claim brought by the insured named in the schedule or, if applicable, any additional insured.</p>
Abuse or molestation	<p>If, as a result of your activities, any party brings a claim against you during the period of insurance for abuse or molestation committed after the abuse or molestation retroactive date, we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee or member when they are acting on your behalf in whatever capacity. However, we will not in any event provide cover to any party who commits, condones or ignores any abuse or molestation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings costs	<p>If, during the period of insurance, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against you or any employee directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action or proceedings. However, we will only pay the costs incurred to defend any allegations of abuse or molestation covered under this section up to the date of any judgement or other final adjudication against the employee or member or an admission by the employee or member that an act of abuse or molestation did occur.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your members, directors, partners or trustees against legal liability as a result of bodily injury, property damage or personal injury 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 in connection with your activities other than:</p> <ol style="list-style-type: none">where indemnity arises out of the ownership or occupation of land or buildings;where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your activities, any party brings a claim, which falls within the scope of What is covered, Claims against you, against any party with whom you, or any member has, entered into a contract or agreement in connection with your activities and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such party that we would have made to you or such member, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;

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

Motor contingent liability

If, as a result of **your activities**, any party brings a claim against **you** or any **member** for **bodily injury** and or **property damage** occurring during the **period of insurance** arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with **your activities** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make any payment for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**; or
 - ii. loaned, leased, hired or rented to **you**; or
 - iii. provided by **you**; or
 - iv. being driven by **you**.
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by **you**, any **member** or any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy.

Data Protection Act

We will indemnify **you** or any **member** against such party's liability under Section 13 of the Data Protection Act 1998 in connection with personal data held in connection with **your activities** but **we** will not make any payment for:

- a. any liability where **you** are, or any **member** is, entitled to indemnity under any other insurance;
- b. any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data;
- c. any claim arising from circumstances that **you** or any **member** knew about or ought reasonably to have known about prior to the inception of this **policy**.

Defamation

If as a result of **your activities**, any party brings a claim against **you** or any **member** for defamation occurring during the **period of insurance**, **we** will indemnify **you** against the sums **you** or such **member** has 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:

- a. any claim directly or indirectly due to any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- b. any claim brought by any person falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**;
- c. any claim brought outside the United Kingdom and Northern Ireland; or
- d. **your** lost profit, mark-up or liability for VAT or its equivalent.

Additional cover

Court attendance compensation

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

What is not covered	A. We will not make any payment for any claim or loss directly or indirectly due to:
Property for which you are responsible	<ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a. employees or visitors vehicles or effects while on your premises; b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your activities; c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement. 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft, drone or other aerial device, hovercraft, watercraft (other than sailing craft less than 20 feet in length or hand propelled watercraft, in inland or territorial waters) or any mechanically propelled vehicles and their trailers. This does not apply to: <ol style="list-style-type: none"> a. any tool of trade; b. the loading or unloading of any vehicle off the highway; c. any claim covered under What is covered, Motor contingent liability.
Injury to employees	3. bodily injury to any employee arising out of and in the course of their employment with you .
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 ;
Computer virus	b. any pollution occurring in the United States of America or Canada.
Professional advice	5. transmission of a computer virus .
Professional sports person	6. designs, plans, specifications or formulae provided by you for a fee.
Treatment or care	7. bodily injury to any professional sports person resulting from your activities .
Tour operator's liability	8. 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 .
Your products	9. any activities where you are deemed in law to be liable, purely as a result of: <ol style="list-style-type: none"> a. the Package Travel, Package Holidays and Package Tours Regulations 1992; 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.
Inefficacy	10. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.
	11. 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.
	12. inefficacy .

Deliberate or reckless acts	13. 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.
Contracts	14. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	15. date recognition .
War, terrorism and nuclear	16. war, terrorism or nuclear risks .
Asbestos	17. asbestos risks .
	B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from activities you undertake in any country outside the geographical limits .
Excess	5. the amount of any relevant excess .

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**.

All claims brought against **you** and any **member** which arise from the same original cause, a single source or a repeated or continuing set of circumstances will be regarded as one claim.

If a payment greater than the limit of indemnity has to be made for a claim which is brought against more than one party covered under this section of the **policy**, the amount of the limit of indemnity that **we** will pay on behalf of each party will be limited to the same proportion for which they are found liable.

If a payment greater than the limit of indemnity has to be made for a claim which is brought by more than one party, the amount of the limit of indemnity that **we** will pay to each party will be limited to the same proportion as that which is awarded to each party.

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.

Special limits

Abuse or molestation	For claims brought against you for abuse or molestation , the most we will pay is the amount stated in the schedule for the total of all such claims and their defence costs .
Products	For claims arising from your products , the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted.
Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown 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 we will pay is a single limit of indemnity for the total of all such claims and their defence costs .				
Claims against members	For claims against members , we will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited elsewhere in How much we will pay . We will also pay for defence costs .				
Criminal proceedings costs	The most we will pay for the costs to defend criminal or regulatory actions or proceedings is the amount shown in the schedule. This applies to all actions and proceedings brought against you , your employees or members during the period of insurance .				
Additional cover					
Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <table border="0"> <tr> <td>1. you or your partner or director</td> <td style="text-align: right;">£500</td> </tr> <tr> <td>2. any other employee</td> <td style="text-align: right;">£250</td> </tr> </table> <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>	1. you or your partner or director	£500	2. any other employee	£250
1. you or your partner or director	£500				
2. any other employee	£250				
Paying out the limit of indemnity	At any stage we can pay you or any member the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .				

Your obligations

If a problem arises	<p>1. We will not make any payment under this section unless you or any member notify us:</p> <p>a. immediately and in any event within seven days of:</p> <ol style="list-style-type: none"> i. a claim or anything which may give rise to a claim for or arising out of bodily injury or abuse or molestation; ii. your discovery, or the existence of reasonable grounds for your suspicion, that any director, partner, trustee, committee member, member or employee has committed abuse or molestation; or iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body. <p>b. promptly of any other claim or anything which may give rise to any other claim against you or a member, including your discovery that products are defective.</p> <p>At our request, you must confirm the facts in writing within 30 days with as much information as is available.</p> <p>You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:</p> <p>by email to: claims@hiscox.com; or</p> <p>by phone calling: 0800 247 1902, 8:30am to 5:30pm Monday to Friday.</p>
Correcting problems	<p>2. When dealing with your client or a third-party, you or any member must not admit that you are liable for what has happened or make any offer, deal or payment, unless you or any member have our prior written agreement. If you or any member does, we may reduce any payment we make under this section by an amount equal to the detriment that we have suffered as a result.</p> <p>3. You or any member must take reasonable steps to remedy or rectify, at your or their expense, any defect or failure in the goods or services you or a member 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 or any member are not in compliance with these conditions unless you or any member can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.</p>

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, or that of any **member**, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor, or that of any **member**, but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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

Special definitions for this section

Activities	Your activities declared to us and accepted by us , shown in the schedule.
Member	Any person normally resident in the United Kingdom who is or was: <ol style="list-style-type: none"> an officially registered member of yours; or a prospective member of yours, participating in your activities, under your supervision.
Membership dispute	A claim brought against you by a member of your organisation challenging the outcome of any disciplinary procedure or decision regarding membership status.
Retroactive date	The date stated as the retroactive date in the schedule.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
You/your	Also includes any director, employee, member , volunteer, general partner, trustee or committee member of yours whilst acting on your behalf.

What is covered

Claims against you	<ol style="list-style-type: none"> If during the period of insurance, and as a result of your activities on or after the retroactive date within the geographical limits, any party brings a claim against you for: <ol style="list-style-type: none"> negligence or breach of a duty of care; negligent misstatement or negligent misrepresentation; infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off; breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use; dishonesty of your individual partners, directors, employees, trustees, committee members or self-employed freelancers directly contracted to you and under your supervision; any other civil liability unless excluded under What is not covered below; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Membership disputes	<ol style="list-style-type: none"> If during the period of insurance any member brings a membership dispute we will indemnify you against the sums you have to pay as compensation, including any liability for claimants' legal costs and expenses. <p>We will also pay defence costs relating to the membership dispute.</p>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work you have done, refuses to pay for any or all of it, including amounts you legally owe to subcontractors at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity shown in the</p>

schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt less **your** reasonable expenses.

Once **we** agree to make this payment **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

We will not make any payment for any part of a claim not covered by this section.

Your own losses

Losses from dishonesty

If during the **period of insurance**, and in the performance of **your activities** within the **geographical limits**, **you** discover a loss from the dishonesty of **your** employees, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss provided that the loss was suffered on or after the **retroactive date**.

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your activities** is lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount shown in the schedule.

What is not covered

Matters specific to your activities

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

1. any investment of, or direct advice on the investment of, client funds.
2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.
3. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities.
4. **your** liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
6. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
7. transmission of a computer **virus**.
8. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Matters insurable elsewhere

9. the death or any bodily or mental injury or disease suffered by anyone.
10.
 - a. anyone's employment with or work for **you**; or
 - b. any breach of an obligation owed by **you** as an employer; or
 - c. any kind of discrimination, harassment or unfair treatment; unless arising directly from **your** breach of a duty of care in the performance of **your activities**.

Paragraph c. above shall not apply to a **membership dispute**.
11. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
12. the loss, damage or destruction of any tangible property other than **your** own loss under the Loss of documents cover in **What is covered**.
13. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
14. the loss or distortion of any data held electronically.
15. any personal liability incurred by a director, officer, trustee, employee, volunteer, **member** or committee member of **yours** when acting in that capacity or managing **your activities**, or

	your breach of any fiduciary duty, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.
	16. your supply, manufacture, sale, installation or maintenance of any product.
Defamation	17. defamation.
Deliberate, reckless or dishonest acts	18. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
Pre-existing problems	19. any existing problem arising from your activities which you knew about, or ought reasonably to have known about, before we agreed to insure you .
Prior activities	20. any of your activities performed before the retroactive date .
Date recognition	21. date recognition .
War, terrorism and nuclear	22. war, terrorism or nuclear risks .
Asbestos	23. asbestos risks .
	24. your liability where you have performed as, or where you are deemed in law to be, a tour operator, travel agent, travel facilitator or travel organiser.
	25. any physician, surgeon or dentist providing medical diagnosis, prescription, treatment or advice.
	B. We will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a membership dispute .
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract.
Consequential loss	3. your lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule unless limited below. **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** shown in the schedule.

All claims and losses 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. This includes such claims and losses arising after, as well as during, the **period of insurance**.

The most **we** will pay for claims where **we** are providing indemnity to more than one person or entity within the definition of **you** is a single limit of indemnity for all such claims and their **defence costs**.

Special limits

The most **we** will pay for each item below, unless otherwise stated in the schedule, is a single limit of indemnity, which is an aggregate limit, for the total of all claims (including their **defence costs**) brought against **you** arising from:

Losses from dishonesty	The most we will pay for the total of your own losses arising from the dishonesty of your employees is the amount stated in the schedule. You must pay the relevant excess stated in the schedule.
Loss of documents	For lost, damaged or destroyed documents, information or data, the most we will pay for the total of your own losses is the amount stated in the schedule for the reasonable expenses you incur with our prior written consent in restoring or replacing them. You must pay the relevant excess stated in the schedule.
Paying out the limit of indemnity	At any stage of a claim we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for that claim or its defence costs .

Your obligations

If a problem arises	<p>We will not make any payment under this section unless you notify us promptly of the following within the period of insurance or at the latest within 14 days after it expires for any problem you first become aware of in the seven days before expiry:</p> <ol style="list-style-type: none"> a. your first awareness of anything, including any actual or alleged shortcoming in your work, which is likely to lead to a claim against you. This includes any criticism of your work even though regarded by you as unjustifiable. If we accept your notification we will regard any subsequent claim as notified to this insurance; b. any claim or threatened claim against you; c. your discovery, or the existence of reasonable grounds for your suspicion, that any partner, director, employee, trustee, committee member or self-employed freelancer has acted dishonestly. <p>2. When dealing with your client or a third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.</p>
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Control of defence

Control of defence	<p>This is a duty to defend section. This means that we have the right and duty to defend you against any claim or part of a claim brought against you which is covered by this section and which we consider you have reasonable prospects of successfully defending.</p> <p>If we do not consider that you have reasonable prospects of defending a claim or part of a claim we have the right but not the obligation to take control of and conduct in your name, the investigation, settlement or defence of the claim or part of the claim. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. We may request that an opinion be obtained from a mutually agreed Queen's Counsel, or equivalent in a different jurisdiction, as to the prospects of you successfully defending a claim or part of a claim. Such opinion shall be binding on you and us. The costs of obtaining such opinion shall be met by us.</p>
Appointment of legal representation	If a covered or partially covered claim is brought against you , then we have the right to appoint suitably qualified legal representation to defend you . We may appoint your own solicitor but on a similar-fee basis as our solicitor and only for work done with our prior written approval.
Partially covered claims	If a claim which is only partially covered by this section is brought against you , amounts relating to the non-covered parts of the claim will be deducted from our final settlement. We and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If you and we cannot agree on a fair allocation, you and we agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.
Payment of full limit of indemnity	We have no duty to defend you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay , Paying out the limit of indemnity.



Sport recreation and leisure liability – professional indemnity

Policy wording

Payment of excess

Our duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Special definitions for this section

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

Bail costs

Costs incurred with **our** prior written agreement to pay for a bond or other financial instrument to guarantee an **insured person's** bail or equivalent in any other jurisdiction.

Claim

Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an **insured person** during the **period of insurance** seeking monetary damages or other legal relief or penalty alleging a **wrongful act**.

Any **extradition proceeding** made against an **insured person** during the **period of insurance**.

Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend any **claim** made against an **insured person** 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 **claim**.

Employee

1. Any person under a contract of service with **you**.
2. Any independent person seconded to **you**.
3. Any applicant or candidate for employment with **you**.

Employment claim

Any **claim** by any **employee** 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 **you** of any current, former or prospective **employee**.

Extradition proceeding

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

Health and safety/ manslaughter claim

Any **claim** against any **insured person** 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 in any other jurisdiction.

Insured person

1. Any natural person who was, is, or during the **period of insurance** becomes a partner, member, trustee, committee member, director or officer of **you**.
2. Any de facto director of **you** whilst acting in such capacity for **you**.
3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.
4. Any **employee** of **you**.
5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a **claim** against that person.
6. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a **claim** against that person.

Investigation

An official examination, official enquiry or official investigation into **your** activities conducted by any regulator, government department or other body legally empowered.

Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of **your** industry which is not solely related to **your** or any **insured person's** conduct.

Legal representation costs

Reasonable and necessary legal costs, fees, charges and expenses for which any **insured person** is legally liable, incurred with **our** prior written consent (not including remuneration of any **insured person** or other additional costs of **yours**) for legal representation directly in relation to an **investigation**.

Loss

In respect of a **claim** the amount any **insured person** becomes legally liable to pay for **defence costs, legal representation costs**, awards of damages including punitive and exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with **our** prior written agreement.

Management liability – trustees, directors and individual officers’ liability

Policy wording

Loss 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 **employment claim** or the multiplied portion of any damages award unless awarded for defamation.

Membership dispute

A claim brought against **you** by a member of **your** organisation challenging the outcome of any disciplinary procedure or decision regarding membership status.

Outside entity

Any organisation other than **you**:

1. that is tax exempt and not for profit; or
2. in which **you** hold any issued share.

Outside entity does not include:

- a. any company domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; or
- b. any company traded on any recognised stock exchange; or
- c. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer or similar organisation.

Pollutant

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).

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any **pollutant**.

Prior and pending litigation date

The date stated as the prior and pending litigation date in the schedule.

Securities

Any debt or equity interest in **you**.

Subsidiary

Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which **you**:

1. own directly or through one or more of **your** 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
2. control a majority of its voting rights under a written agreement with other shareholders or members.

provided that such entity does not trade any of its **securities** on any United States of America exchange.

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a **claim** against **you** or an **insured person** arising from a **wrongful act** committed before it ceased to be a **subsidiary**.

Wrongful act

Any actual or alleged act, error or omission committed or attempted by an **insured person** arising from the performance of the **insured person’s** duties solely in their capacity as **your** director, trustee, committee member, officer or **employee** including:

1. breach of any duty, including fiduciary or statutory duty;
2. breach of trust;
3. negligence, negligent misstatement, misleading statement or negligent misrepresentation;
4. defamation;
5. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);
6. breach of warranty of authority;
7. any other act, error or omission attempted or allegedly committed or attempted by an **insured person** solely because of their status as a director, trustee, partner, committee member, officer or **employee** of **you**.

You/your

Also includes any **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance**, but only for a **claim** against an **insured person** arising from a **wrongful act** committed after the date of creation or acquisition of such **subsidiary**.

If **you** require cover for any newly created or acquired **subsidiaries** which do not fall within the above parameters, **we** will consider providing cover subject to **you** providing all appropriate information. **We** shall be entitled to amend the terms and conditions of this section during the **period of insurance** and may charge a reasonable additional premium.

What is covered

Claims against an insured person

We will pay on behalf of any **insured person** the **loss** arising from a **claim** against any **insured person** for any **wrongful act** within the **geographical limits**.

Charitable body, incorporated club or company reimbursement

We will pay on **your** behalf the **loss** which **you** are legally obliged or permitted to pay on behalf of an **insured person** arising from a **claim** against an **insured person** for a **wrongful act** within the **geographical limits**. **You** must pay the relevant **excess** shown in the schedule.

If **you** are permitted or obliged to provide such payment but fail to do so for any reason other than **your** insolvency, **we** will pay the amount of the **claim** less the relevant **excess** regardless of whether **you** advanced payment or indemnified an **insured person** for such **loss**.

Health and safety/ manslaughter

We will pay on **your** behalf **loss** which **you** are legally obliged or permitted to pay on behalf of an **insured person** arising from a **health and safety/ manslaughter claim**, including any equivalent legislation in any other jurisdiction, against an **insured person** for a **wrongful act** within the **geographical limits**. **You** must pay the relevant **excess** shown in the schedule.

Extradition proceedings

We will pay on **your** behalf the **loss** arising from any **extradition proceeding** against any **insured person** during the **period of insurance**.

Employment claims

We will pay on behalf of any **insured person** the **loss** arising from an **employment claim** during the **period of insurance** brought by a current, former or potential **employee** of **yours**.

This cover does not apply if the **insured person** is covered under the **management liability – employment practices liability** section of this policy.

Outside entity

We will also indemnify the **insured person** against the sums that person has to pay as **loss** for a **claim** arising directly from any **wrongful act** the **insured person** commits in their capacity as a director or officer of an **outside entity**, provided that the **insured person** acts in that capacity at **your** specific written request and the **claim** does not arise from a **wrongful act** committed after the **insured person** ceased to act in this capacity. However, **we** will only pay in excess of any indemnity provided by the **outside entity** to its directors or officers and any other insurance available to its directors and officers.

Pension or employee benefit schemes

We will pay on behalf of any **insured person** the **loss** in respect of a **claim** arising from an **insured person’s** operation or administration of any pension or employee benefit scheme or trust fund of **yours**.

Pollution

We will pay on behalf of any **insured person** the **loss** in respect of a **claim** arising from **pollution**.

Representation costs

1. **We** will pay on behalf of any **insured person** the **legal representation costs** arising from an **investigation** first notified as being required during the **period of insurance**.
2. **We** will pay on **your** behalf the **legal representation costs** arising from an **investigation** against an **insured person** which **you** are legally obliged or permitted to pay on behalf of the **insured person** first notified as being required during the **period of insurance**.

Bail costs

We will pay on behalf of any **insured person** **bail** costs arising from a **claim** against an **insured person** for a **wrongful act** within the **geographical limits**.

Additional cover

Additional defence costs

In the event that the limit of indemnity for this section is exhausted **we** will pay for additional **defence costs**, provided that the **insured person** has previously not been the subject of a **claim** for a **wrongful act** or series of **wrongful acts** that led to the exhaustion of the limit of indemnity for this section.

This additional cover applies to the payment of **defence costs** only.

What is not covered	We will not make any payment for any claim, loss or investigation:
Deliberate or dishonest acts	<p>1. based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> 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 company or organisation where an insured person is a director, partner, officer, trustee or employee of such company. <p>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.</p>
Prior claims, investigations and circumstances	<p>2. based upon, attributable to or arising out of any claim, loss, investigation or anything likely to lead to a claim, loss or investigation, which you knew or ought reasonably to have known about, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.</p>
Prior litigation	<p>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 an insured person, you or an outside entity initiated prior to the prior and pending litigation date.</p>
Defined benefit pension schemes	<p>4. based upon, attributable to or arising out of an insured person’s operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</p>
RICO/SEC/ERISA	<p>5. based upon, attributable to or arising out of the following legislation in the United States of America:</p> <ul style="list-style-type: none"> a. any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this act or any rules or regulations made under it; b. any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction arising out of, involving or relating to the sale of securities; c. any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.
Matters insurable elsewhere	<p>6. for mental or emotional distress (except an employment claim), 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.</p> <p>This exclusion shall not apply to any health and safety/manslaughter claim. However, we will not in any event make any payment for any health and safety/manslaughter claim arising from the use, ownership or possession of any motor vehicle in relation to which the insured person is obliged under any compulsory insurance law to maintain insurance.</p> <p>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.</p> <p>This exclusion does not apply to legal representation costs or defence costs directly relating to any criminal or regulatory proceedings.</p>

Claims brought by a related party in the United States of America or Canada	<p>8. based upon, attributable to or arising out of any claim brought or maintained by you, an outside entity or an insured person within or subject to the laws of the United States of America or Canada, however this exclusion will not apply to:</p> <ul style="list-style-type: none"> a. defence costs; b. any shareholder derivative proceedings in your name without your or any insured person’s solicitation, assistance or participation; c. any claim brought by your liquidator, receiver or administrative receiver or similar body; d. any employment claim; e. any claim made by a past insured person of you; f. any claim seeking a contribution or indemnity if such claim is otherwise covered by this section.
Breach of professional duty	<p>9. based upon, attributable to or arising out of any claim relating to a breach of or failure to provide professional duties or services, including a membership dispute.</p> <p>This exclusion will not apply to a claim by any of your shareholders including any shareholder derivative proceedings in your name without your or any insured person’s voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.</p>
Shareholders	<p>10. brought by or on behalf of any company owning 15% or more of your issued share capital.</p>
Takeovers and mergers	<p>11. based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person after you merge or consolidate with another company or any party acquires more than 50% of your issued share capital.</p> <p>In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to loss arising out of any claim for a wrongful act committed by an insured person prior to the effective date of sale or dissolution.</p>
Share offerings	<p>12. based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person in relation to any actual public offering of your share capital unless we have given our prior written agreement and the policyholder has paid any additional premium and accepted any amendments we may require to the terms and conditions of this section.</p>
Financial advantage	<p>13. based upon, attributable to or arising out of the gaining of any financial advantage to which the insured person was not entitled, including the repayment of any wrongfully received monies.</p>
Claims outside the applicable courts	<p>14. based upon, attributable to or arising out of any claim or investigation brought outside the courts set out in the schedule under applicable courts.</p>

Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each insured person and to you, except for General condition 6, Premium payment which applies only to the policyholder.</p> <p>General conditions 3 or 4 shall not apply to this section.</p> <p>General condition 7. Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date whichever comes first.</p> <p>The policyholder agrees to act on behalf of all the insured persons 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 insured person provided before we agreed to insure you will be considered as a separate application for each insured person and as such the knowledge of or any statement made by an insured person will not be imputed to any other insured person for the purposes of determining whether cover is available for any claim against such other insured person.</p>

Management liability – trustees, directors and individual officers' liability

Policy wording

Extended notification period

If:

1. **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, administration, liquidation or insolvency; or
2. **you** merge or consolidate with another entity or any party acquires more than 50% of **your** issued share capital or the majority of **your** voting rights during the **period of insurance**;

you or any **insured person** may make a request to **us** in writing for an extended notification period, which will be granted at **our** sole discretion. If **we** agree to such request, the extended notification period will be granted in accordance with the options stated below:

One-year period	200% of the annual premium for this section
Two-year period	300% of the annual premium for this section
Three-year period	400% of the annual premium for this section

The premium for any extended notification period to which **we** agree must be paid to **us** within 90 days following the end of the **period of insurance**.

If **you** or an **insured person** does so:

1. **we** will cover an **insured person** for any covered **claim, loss** or **investigation** arising during the extended notification period, subject to the terms and conditions of this section. **We** will not cover any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place after the end of the original **period of insurance**; and
2. the first paragraph 1.a. under **Your obligations** in this section will then be amended to:
unless **you** or any **insured person** notifies **us** as soon as reasonably practicable and within the **period of insurance** or the extended notification period of the following:

The limit of indemnity for any extended notification period will be part of and not in addition to the limit of indemnity stated in the schedule.

The entire premium for this section is considered fully earned at the beginning of any extended notification period. **We** will not refund any premium if **you** or any **insured person** cancels the extended notification period before it ends.

We will not in any event agree to any request from **you** or any **insured person** to purchase an extended notification period if:

1. cover under this section is continued solely as a result of the former trustees and directors' special condition or an extended notification period;
2. this section of the **policy** is replaced or succeeded by any other policy providing directors' and officers' liability cover; or
3. this section or the **policy** is cancelled, other than by **you** on an anniversary date.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.

Management buy-outs

If during the **period of insurance** the existing management conduct a management buy-out, **we** agree to provide cover to the same level and terms of this **policy** for the new company for a period of 30 days from the buy-out date for any **wrongful act** committed by any individual **insured person** subsequent to the buy-out.

We will only provide such cover if the new company is domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.

This cover will only apply excess of any other insurance and indemnification available from any other source.

Former trustees and directors

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who ceases to be a trustee or director prior to the date of non-renewal for reasons other than disqualification or **your** insolvency, administration or liquidation from holding such a position, this section shall continue in force for a period of 120 months from the date of non-renewal (the 'run-off period'), provided that:

1. this section shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of retirement of the **insured person**;
2. the run-off period shall run concurrently with any extended notification period;

Management liability – trustees, directors and individual officers’ liability

Policy wording

3. no similar insurance is effected elsewhere;
4. this section or the **policy** has not been cancelled.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** for all **insured persons** of the **policyholder** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** for **insured persons** of all **additional insureds** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on an **insured person’s** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person’s** spouse, civil or unmarried partner.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

You must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Special limits

All special limits below are included within, and not in addition to, the limit of indemnity stated on the schedule.

The most **we** will pay in total for each item below is the corresponding amount stated in the schedule, regardless of the number of **claims**, **losses** or **investigations**, or any other covered liabilities:

Employment claim

1. **employment claim**;

Bail costs

2. **bail costs**.

Additional cover

The limit below is in addition to the limit of indemnity stated on the schedule.

Additional defence costs

The most **we** will pay in total for all **defence costs** under **What is covered**, **Additional cover**, **Additional defence costs**, is the amount stated in the schedule, regardless of the number of **claims** and **investigations**.

Your obligations

Notification

1. **We** will not make any payment under this section:
 - a. unless **you** or an **insured person** notifies **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** or an **insured person** become aware of within the seven days before expiry:
 - i. the **insured person’s** first awareness of any **wrongful act**;
 - ii. any **claim** or anything likely to lead to a **claim** against an **insured person** or the **insured person’s** lawful spouse, civil or unmarried partner;
 - iii. any **investigation** or anything likely to lead to an **investigation** into **you** or an **insured person**;
 - iv. the threat or commencement of any disqualification proceedings against any **insured person**;
 - v. the threat or commencement of proceedings against any **insured person** for pollution.
 - b. to any **insured person** who, prior to the **period of insurance**, had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.

Management liability – trustees, directors and individual officers' liability

Policy wording

2. When dealing with a third-party, **you** or the **insured person** must not 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. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence 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.

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland working for you in connection with your activities who is:</p> <ol style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour-only basis under your control or supervision; d. engaged by labour only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper whether in employment or not.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you .
Claims against principals	<p>If, as a result of your activities, any party brings a claim, which falls within the scope of what is covered, claims against you, against a customer or client of your activities for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer or client that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> a. has not, in our reasonable opinion, caused or contributed to the claim against them; b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section; c. has not admitted liability or prejudiced the defence of the claim before we are notified of it; d. gives us the information and co-operation we reasonably require for dealing with the claim.
Unsatisfied court judgments	If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:

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

Additional cover

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

Special limits

- Terrorism The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs **We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.
- Court attendance compensation **We** will pay **you** the following compensation for each day, or part day:
1. **you** or **your** director, general partner, trustee or committee member £500
 2. any other **employee** £250
- The most **we** will pay for the total of all court attendance compensation is £10,000.

Your obligations

You must provide **us** with the following information for each entity insured under this section of the **policy**:

1. employer name; and

Sport recreation and leisure liability – Employers' liability

Policy wording

2. full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must confirm to **us** which of the following reasons applies:

- a. the entity has no employees; or
- b. all staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. the entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform **us** immediately of any changes to the above information.

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
 - a. immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section for or arising out of **bodily injury**;
 - b. promptly of any:
 - i. other claim or anything which may give rise to any other claim; or
 - ii. threatened criminal action by any governmental, administrative or regulatory body.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

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

by email to: claims@hiscox.co.uk; or

by phone calling: 0800 247 1902, 8:30am to 5:30pm Monday to Friday.

2. When dealing with **your employee** or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

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

Employers' Liability Tracing Office

Your policy details will be added to the employers' liability database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the employers' liability insurer of an employer at a particular point in time.

You can find out more:

1. from **your** insurance adviser (if **you** have one); or
2. by contacting **us**; or
3. at www.elto.org.uk.

Special definitions for all property sections

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Buildings	<p>The buildings, including outbuildings and annexes, at the premises shown in the schedule, which belong to you or for which you are legally responsible, including:</p> <ol style="list-style-type: none"> a. outbuildings, changing rooms, club houses, pavilions, gyms and hides; b. greens, courts, pitches, playing surfaces including artificial surfaces, stands, scoreboards and fixed floodlighting; c. fixtures and fittings, fixed fuel tanks; d. walls, gates and fences, car parks, yards, private roads, pavements and paths, at the premises; e. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains. <p>The following are not included within this definition:</p> <ol style="list-style-type: none"> a. the land at the premises; b. any water at the premises; c. any trees or shrubs; d. any marquees, temporary structures or their accessories.
Business premises	The space you occupy or use for the purposes of your activities at the premises shown in the schedule including any outbuildings you occupy or use on the same premises.
Communicable Disease	Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Flood	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by storm or not.
Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Property	Tangible property.
Sports equipment	<p>The equipment used in connection with your activities which belongs to you or for which you are legally responsible.</p> <p>The following are not included within this definition:</p> <ol style="list-style-type: none"> a. any aircraft or other aerial device; b. hovercraft; c. any mechanically propelled watercraft; d. any mechanically propelled vehicle; e. any unlicensed or unregistered firearms.
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.

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

Special definitions for this section

Seasonal business usage	Not in active use due to seasonal closure directly linked to the building's normal sporting or recreational activity.
Rent receivable	Rent that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of damage not otherwise excluded by this section.
Unoccupied	Not actively used for the purposes of your activities , empty or vacant for a period of more than 45 consecutive days. This definition does not apply to buildings closed due to seasonal building usage .

What is covered

Additional cover	We will insure you against damage to the buildings or any other items specified in the schedule, occurring during the period of insurance .
Trace and access	The following are also provided up to the amount shown in the schedule: 1. We will pay for the necessary and reasonable costs you incur with our consent to locate any damage to cables, underground pipes and drains, or the source of a gas leak or of any escape of water from permanent internal plumbing, where the damage , leakage or escape first occurs during the period of insurance . We will also pay the cost to make good any damage caused as a consequence of locating the damage or source of leakage or escape.
Emergency services	2. We will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which you are liable following damage occurring during the period of insurance to the buildings not otherwise excluded.
Loss prevention costs	3. We will pay the reasonable and necessary costs you incur to protect the buildings at the insured locations from imminent insured damage occurring during the period of insurance .
Additions to buildings	4. We will pay for damage occurring during the period of insurance to any additions or improvements to the buildings after they are completed and become your responsibility, provided you tell us the additional values as soon as possible and pay the appropriate premium.
Inadvertent omissions	5. Having notified us of the intention to insure all property in which you have an interest in and it being your understanding that all property is accounted for, if any such property is found to have been omitted, we will deem it to be insured within the terms of this policy . This is subject to payment of the appropriate premium either from policy inception or from the date which you became legally responsible for such property.
Selling the buildings	6. If you are selling the buildings , this policy will cover the buildings for the buyer from the time you exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this policy .
Undamaged tenants improvements and betterments	7. We will pay the value, up to the amount shown in the schedule, of tenants improvements and betterments when your lease is cancelled by the lessor and by a valid condition of your lease, as a consequence of damage occurring during the period of insurance to buildings .
Trees, shrubs and plants	8. We will pay for damage occurring during the period of insurance to trees, shrubs or plants at your business premises which are owned by you or for which you are legally responsible as a result of fire or explosion, including damage to greens, courts, pitches and playing surfaces caused by the emergency services attending any such incident.

Gardens	9. We will pay to restore your garden at the address shown in the schedule following damage as a result of fire, lightning, explosion, theft, vandalism or collision or impact by a vehicle or aircraft or by falling trees, branches, lampposts, telegraph poles or pylons occurring during the period of insurance , including damage to your garden caused by the emergency services attending any such incident. The most we will pay to replace any one tree, shrub or plant is £250.
Discharge of oil	10. We will pay the necessary and reasonable additional costs and expenses you incur with our consent to decontaminate the land at the premises shown in the schedule following accidental discharge of oil, other than resulting from failure of the storage tank, from any oil fired heating appliance or storage tank occurring during the period of insurance .
Loss of rent receivable	11. We will pay for your loss of rent receivable if any buildings are made unusable as a result of damage not otherwise excluded by this section.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. normal settlement or bedding down of new structures;
 - c. settlement or movement of made up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
 - f. **subsidence**:
 - i. to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork on the premises;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices traveling at supersonic speeds;
 - j. **storm** or **flood** to gates or fences;
 - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
 - l. **date recognition**;
 - m. any **virus**; or
 - n. the explosion of:
 - i. any boiler not used for domestic purposes; or
 - ii. other equipment, which belongs to **you** or is in **your** care custody or control in which internal pressure is due to steam only.
2. **damage** to any oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own breakdown, explosion or collapse.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused **you** to claim.
6. a. damage caused solely by pollution or contamination; or
b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
7. the amount of the **excess**.

Sport recreation and leisure liability – property – buildings

Policy wording

8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 8a or 8b above, it will be for **you** to show that the exclusion does not apply.

9. your loss of rental income that results from any damage not covered by this section

How much we will pay

Rebuilding and repair

We will pay up to the **amount insured** unless limited below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

We will pay the cost of rebuilding or repairing the **buildings** other than greens, courts, pitches and playing surfaces, to a condition equal to but not better or more extensive than its condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

Wear and tear

The amount that **we** will pay for **damage** arising from **subsidence** to any greens, courts, pitches or playing surfaces including artificial surfaces will be reduced to take into account wear and tear. The reduction will be based on the following scale:

1. less than one year old: no reduction for wear and tear;
2. between one and two years old: a 10% reduction for wear and tear;
3. between two and three years old: a 20% reduction for wear and tear;
4. between three and five years old: a 40% reduction for wear and tear;
5. over five years old: a 60% reduction for wear and tear.

Other costs

We will pay the following necessary and reasonable costs and expenses **you** incur in rebuilding or repairing following **damage** insured by this section:

- a. the cost of removing debris of the **buildings** from the premises or the area immediately adjacent;
- b. the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**;
- c. the cost of complying with any statutory or local authority requirement regarding the damaged part of the **buildings**, unless notice of such requirement was served before the **damage** and provided the **buildings** were originally built according to any government and local authority regulations in force at that time;
- d. the fees of architects, surveyors or consulting engineers;
- e. clearing, cleaning and repairing drains, gutters, sewers and the like on **your** property which are blocked or damaged.

We will not pay for the cost of preparing a claim.

Special rebuilding conditions

You may rebuild or replace **buildings** which are totally destroyed in any manner suitable to **your** requirements and/or on another site provided this does not increase the cost.

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the amount it would cost to reinstate the **buildings**, including an allowance for other costs, **we** will reduce the amount **we** pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the actual cost of reinstatement.

We will only apply this calculation if:

1. **we** establish that the values declared to **us** are less than 85% of the actual reinstatement cost; and
2. **we** establish that **your** failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the reinstatement cost of the **buildings**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the reinstatement cost of the **buildings** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii. If **your** failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Index linking

The **amount insured** for **buildings** will be adjusted monthly in line with any change in nationally published indices. **We** will not reduce the **amount insured** without your consent.

Your obligations

If any damage occurs

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

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

Unoccupancy

You must tell **us** immediately if the **buildings**, including any self-contained areas of the **buildings**, will be **unoccupied** for any reason, including pending any work to extend, renovate, build or demolish any part of the **buildings**. **We** may change the terms and conditions of this policy or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment under this section for **damage** occurring while the **buildings** are unoccupied, other than where caused by fire, lightning, earthquake or aerial impact.

Buildings not in use

For **damage** to **buildings** closed due to **seasonal building usage** **you** must ensure that:

- a. the central heating system is kept in full and effective operation at a minimum temperature of 13°C (55°F); or
- b. the water services are shut off at the stopcock where they enter the **building**, other than those necessary to maintain fire prevention systems;
- c. the **building** is inspected by **you** or on **your** behalf by a responsible adult at least weekly for signs of defects, damage, vandalism or unauthorised access; and
- d. an inspection log of all defects, damage, signs of vandalism or unauthorised access is maintained and available for inspection by **us** at any time. All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the building secure following any act of vandalism or unauthorised access.



Sport recreation and leisure liability – property – buildings

Policy wording

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such noncompliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Special conditions

Subsidence cover

1. **You** must tell **us** as soon as **you** become aware of demolition, building work or groundwork being carried out on any adjoining site. **We** may then vary the terms of this section or cancel the cover.

Workmen

2. Workmen are permitted in or about any of the buildings for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.

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

Special definitions for this section

Contents

The following items used in connection with **your activities** which belong to **you** or for which **you** are legally responsible:

- a. **computers**;
- b. **stock**;
- c. tenants improvements, decorations, fixtures and fittings and other general contents including, if attached to the building, external signs, aerials and satellite dishes;
- d. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings (including the costs of temporarily boarding up glass following **damage**);
- e. machinery, plant and maintenance equipment. This includes mobile grounds keeping equipment where insurance or security is not required under the provisions of any road traffic legislation;
- f. clothing and accessories other than **personal effects**;
- g. cups, trophies and silverware other than **fine art**;
- h. pipes, ducting, cables, wires and associated control equipment within the **business premises** and extending to the public mains;
- i. **fine art**;

The following are not included in this definition:

- a. **sports equipment** unless comprising **stock**;
- b. **money** and **personal effects**;
- c. mechanically propelled vehicles where insurance or security is required under the provisions of any road traffic legislation.

Computers

Computers and ancillary equipment, including software and data carrying media, but excluding data or information entered by **you** or on **your** behalf.

Fine art

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability which are specifically mentioned in the schedule or contained in a valuation lodged with **us**.

Hacker

Anyone who maliciously targets **you** and gains unauthorised access to **your** website, intranet, computer system, network, telephony equipment or data that **you** hold electronically.

Identity fraud

Someone, or a group of people, knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

Money

Cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, National Insurance stamps, gift tokens, credit card counterfoils, travellers' tickets, VAT purchase receipts, and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to **you**.

Personal effects

Articles worn, used or carried about the person, excluding cash and jewellery.

Stock

Goods held in trust, stock, samples and merchandise goods.

Seasonal business usage

Not in active use due to seasonal closure directly linked to the **building's** normal sporting or recreational activity.

Unoccupied

Not actively used for the purposes of **your activities**, empty or vacant for a period of more than 45 consecutive days.

This definition does not apply to **buildings** closed due to **seasonal building usage**.

What is covered	We will insure you against damage occurring during the period of insurance to contents contained in the business premises and any other items specified in the schedule.
Additional cover	The following are also provided up to the amount shown in the schedule:
Additions to contents	1. damage occurring during the period of insurance to any additional contents , provided you tell us the additional values as soon as possible and pay the appropriate premium.
Reconstitution of electronic data	2. the reasonable cost of reconstituting the data you need to continue your activities , if the electronic records and electronic data of your activities have been lost or distorted as a direct result of damage covered under this section.
Reconstitution of other business documents	3. the reasonable costs of replacing or reconstituting your activities documents that are not held electronically and which you need to continue your activities , if such documents have been lost or destroyed as a direct result of damage covered under this section.
Lock replacement	4. the costs you incur to replace locks and keys necessary to maintain the security of your business premises following theft of keys involving force and violence occurring during the period of insurance .
Building damage by theft	5. the cost of repairing damage occurring during the period of insurance to your business premises caused by theft or attempted theft of your contents and for which you are legally liable.
Personal assault following robbery or attempted robbery	6. compensation as shown in the schedule if any partner, director or employee of yours is physically injured in the course of your activities in a robbery or attempted robbery occurring during the period of insurance within the geographical limits and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance .
Costs following glass breakage	7. the necessary and reasonable costs you incur following breakage or scratching of glass, which belongs to you or for which you are legally responsible, for: <ul style="list-style-type: none"> a. temporary boarding-up; b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; c. replacement lettering or other ornamental work and alarm foil on glass.
Money	8. damage to money held in connection with your activities : <ul style="list-style-type: none"> a. in the business premises while performing your activities; b. in the business premises in a locked safe; c. in transit within the geographical limits or whilst at the home of any officer, committee member, trustee, partner, director or employee of yours, provided the home is within the geographical limits.
Personal effects	9. damage occurring in the business premises during the period of insurance to the personal effects of your employees or members to the business premises provided they are stored in a fully secured dressing room locker and are not insured elsewhere.
Metered water and fuel	10. the cost that you incur for any metered water and fuel used at the business premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded.
Outdoor items	11. damage other than damage caused by storm or flood to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the business premises . This additional cover does not apply to any mechanical, hydraulic or electrical equipment.

Sport recreation and leisure liability – property – contents

Policy wording

Refrigerated stock	12. the costs you incur to replace spoiled refrigerated goods stored in a refrigeration unit at your business premises caused by a sudden failure of the unit, escape of refrigerant or refrigeration fumes, or accidental failure of the public electricity supply. This extension will only apply if the refrigeration unit is less than five years old or is maintained under annual contract by a suitably qualified refrigeration engineer.
Contents temporarily elsewhere	13. damage occurring during the period of insurance to contents , excluding stock , laptops, mobile phones, sports equipment and other portable equipment, temporarily elsewhere in the geographical limits , including whilst in transit.
Exhibition stands and equipment temporarily elsewhere	14. damage occurring during the period of insurance to exhibition stands and exhibition equipment temporarily elsewhere in the geographical limits , including whilst in transit.
Identity fraud	15. the following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance : <ol style="list-style-type: none"> a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; c. fees charged when you re-apply for a commercial loan that was originally rejected.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mold, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an unattended vehicle between the hours of 9am and 6pm unless the item is out of sight in a locked compartment;
 - f. theft from an unattended vehicle between the hours of 6pm and 9am unless the vehicle is within a securely locked garage or secured compound;
 - g. theft or attempted theft at the **business premises** unless it involves violent or forcible entry into or exit from a securely locked building;
 - h. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
 - i. **date recognition**;
 - j. a **virus** or **hacker**; or
 - k. the explosion of:
 - i. any boiler not used for domestic purposes; or
 - ii. other equipment;
 which belongs to you or is in your care custody or control in which internal pressure is due to steam only.
2. **damage** to **property** being cleaned, worked on or maintained.
3. **damage** to **stock** caused by **storm** or **flood** unless the **stock** is kept within the **business premises** in secure racking at least 15cm above the floor.
4. **damage** to any electrical or mechanical plant or equipment other than **computers** directly resulting from its own breakdown, explosion or collapse.

Sport recreation and leisure liability – property – contents

Policy wording

5. breakdown of **computers** unless they are subject to a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of a breakdown.
6. loss or distortion of information resulting from error or malfunction of **computers**.
7. the value to **you** of any lost or distorted information.
8. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
9. unexplained loss or disappearance or inventory shortage.
10. loss due to clerical or accounting errors.
11. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
12. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
13. any indirect losses which result from the incident which caused **you** to claim.
14. a. damage caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
15. the amount of the **excess**.
16. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 16a or 16b above, it will be for **you** to show that the exclusion does not apply.

17. **damage** arising directly or indirectly from any deficiency of a flat roof unless the roof is inspected once every two years by a competent person and any defects are rectified within 14 days.
18. **damage** to any mechanically propelled watercraft, aircraft or vehicles, except for vehicles where insurance or security is not required under the provisions of any road traffic legislation.

How much we will pay

Repair and replacement

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

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

1. for **contents**, other than **stock** or **fine art**, the cost of repair or replacement as new;
2. for **stock** other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to **you**;
3. for second-hand **stock**, other than goods held in trust, the cost of repair or replacement at the trade market value;
4. for goods held in trust, the lesser of:
 - i. **your** liability in respect of the goods held in trust;

Sport recreation and leisure liability – property – contents

Policy wording

	<ul style="list-style-type: none"> ii. the cost of repair or replacement at the trade market value of such goods.
	<ul style="list-style-type: none"> 5. for personal effects, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss. 6. for fine art, the agreed value of the individual item lost or damaged as shown in the schedule or valuation. However, if the item is only partly damaged, we will decide whether we repair, restore, replace or pay the agreed value of the damaged item. If we repair or restore a damaged item, we will also pay for any loss in value. For any item of fine art which has not been individually valued in the schedule or valuation, we will decide whether we repair, restore, replace or make a cash settlement for that item. If we choose to make a cash settlement, we will pay the market value of the item immediately prior to the damage, taking account of any increased value the item may have because it forms part of a pair or set. The most we will pay for any one item, pair or set is £20,000.
Debris removal	We will pay the necessary and reasonable costs and expenses you incur to remove debris of contents from the premises or the area immediately adjacent, following damage insured by this section.
Under insurance	<p>If, at the time of damage, we establish that the amount insured does not represent the total value of the contents, we will reduce the amount we pay in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared the total value of the contents.</p> <p>We will only apply this calculation if:</p> <ul style="list-style-type: none"> 1. we find that the amount insured is less than 85% of the contents; and 2. we establish that your failure to declare the total value of the contents was not deliberate or reckless and was a breach of your obligation to: <ul style="list-style-type: none"> a. make a fair presentation of the risk to us before the start of the period of insurance; or b. notify us of a change of circumstances in relation to the total value of the contents, which may materially affect the policy; or c. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the total value of the contents which may materially affect the policy. <p>This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii.</p> <p>If your failure to declare the total value of the contents was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.</p>
Index linking	The amount insured for contents , other than stock and fine art , will be adjusted monthly in line with any increase in nationally published indices. We will not reduce the amount insured without your consent.
Personal assault following robbery or attempted robbery	We will not pay compensation under more than one heading in the schedule for the same injury.
Other interests	Any payment we make will take into account the interest of any party having an insurable interest in the contents insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.
Special limits	
Fraud and dishonesty	The most we will pay for all losses occurring during the period of insurance arising from the fraud or dishonesty of any partner, director or employee of yours is the amount shown in the schedule.
Computer breakdown	The most we will pay for any loss arising from breakdown of computers during the period of insurance is the amount shown in the schedule. This limit applies across the contents and business interruption sections of this policy .

Your obligations

If any damage occurs

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

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

Backing up electronic data

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

Unoccupancy

You must tell **us** immediately if the **buildings**, including any self-contained areas thereof, will be **unoccupied** for any reason, including pending any work to extend, renovate, build or demolish any part of the **buildings**. **We** may change the terms and conditions of this policy or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment under this section for **damage** occurring while the **buildings** are **unoccupied**.

Buildings not in use

For **buildings** closed due to **seasonal building usage** **you** must ensure that:

- a. the central heating system is kept in full and effective operation at a minimum temperature of 13°C (55°F); or
- b. the water services are shut off at the stopcock where they enter the **building**, other than those necessary to maintain fire prevention systems;
- c. the **building** is inspected by **you** or on **your** behalf by a responsible adult at least weekly for signs of defects, damage, vandalism or unauthorised access; and
- d. an inspection log of all defects, damage, signs of vandalism or unauthorised access is maintained and available for inspection by **us** at any time. All damage or defects must be rectified accordingly and all necessary repairs undertaken to make the building secure following any act of vandalism or unauthorised access.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such noncompliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

**Special definitions
for this section****Enclosed premises**

A locked building or secure gated compound.

Location

Any location within the **geographical limits** where **you** carry out **your activities**.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **sports equipment** while:

- a. contained in **your business premises** or in the home of any committee member, trustee, director, employee or current member of **yours** provided the home is within the **geographical limits**;
- b. being used with **your** permission on **location**; or
- c. being used with **your** permission while in transit (within the geographical limits) between any **location** and:
 - i. **your business premises**; or
 - ii. the home of any committee member, trustee, director, employee or current member of **yours**;including loading and unloading.

Additional cover

We will also pay for the following where stated on the schedule.

Continuing hire charges

Loss of hiring charges for which **you** are legally responsible under a standard hire contract arising directly from **damage** insured under this section.

We will only pay for continuing hire charges for the period beginning at the date of the **damage** until the **sports equipment** is repaired or replaced but for no longer than 13 weeks.

Debris removal

The necessary and reasonable costs and expenses **you** incur to remove debris of **sports equipment** from **your business premises**, any **location** or the area immediately adjacent, following **damage** insured by this section, but **we** will not pay more than the amount stated on the schedule for any one claim.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by storm or fire;
 - c. **storm** or **flood** to **sports equipment** stored in the open, unless the **sports equipment** is designed for all year outdoor installation including but not limited to stands and floodlights;
 - d. a rise in the water table;
 - e. theft or attempted theft:
 - i. unless the **sports equipment** is stored in **enclosed premises** and the theft or attempted theft involves entry to, or exit by forcible or violent means;
 - ii. unless the **sports equipment** is under the personal supervision of **you** or anyone authorised by **you**;
 - iii. from any aircraft or boat unless the **sports equipment** is adequately and professionally packed and stowed in the hold of an aircraft or boat, or in the custody and control of the airport or seaport operator or their agents;

Sport recreation and leisure liability – property – sports equipment

Policy wording

iv. from any motor vehicle unless:

the **sports equipment** is completely contained within the motor vehicle or secured by a closed shackle padlock to a purpose-built rack fully fitted to the motor vehicle;

and the motor vehicle is fully locked with all security protections in force; and

between the hours of 9.00pm and 7.00am the **sports equipment** is not left in or on the motor vehicle, unless such motor vehicle is in a secure car park.

In the event of a claim **we** will only pay if the theft from a motor vehicle is a direct result of violent and forcible entry to the vehicle, or violent and forcible entry or exit from a secure car park, by the thieves.

- f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
 - g. **date recognition**;
 - h. any computer **virus**; or
 - i. packing being inadequate.
2. **damage** to **sports equipment** being cleaned, treated, tested, commissioned, serviced, maintained, renovated, restored, repaired, inspected or worked on.
 3. **damage** to **sports equipment** while stored at any building which has been left unoccupied for more than 60 consecutive days.
 4. **damage** to any **sports equipment** directly resulting from its own breakdown, explosion or collapse.
 5. misuse, inherent defect, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 6. deliberate **damage** to or neglect of **your sports equipment**.
 7. unexplained loss or disappearance or inventory shortage.
 8. loss due to clerical or accounting errors.
 9. loss by fraud or dishonesty.
 10. **damage**, other than theft or attempted theft, to any **sports equipment** while in transit by air or sea, stowed in the hold of an aircraft or watercraft, or in the custody and control of the airport or seaport operator or their agents unless the **sports equipment** is packed securely in a protective case designed to be used with the **sports equipment** or is packed by a professional transit company.
 11. financial loss due to **your** parting with title or possession of **sports equipment** or rights to **sports equipment** prior to receiving payment in full.
 12. the cost of any routine repair, inspection, maintenance, cleaning or adjustment where no **damage** has occurred.
 13. any indirect losses which result from the incident which caused **you** to claim, except for **continuing hire charges**.
 14. a. **damage** caused solely by pollution or contamination; or
b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
 15. the amount of the **excess**.
 16. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;

- e. **nuclear risks**;
- f. **communicable disease** or the fear or threat of **communicable disease**; or
- g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of 16a or 16b above, it will be for you to show that the exclusion does not apply.

17. damage to any mechanically propelled watercraft, aircraft or vehicles, unless otherwise agreed.

How much we will pay

Repair and replacement

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

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

- a. for **sports equipment**, other than clothing, footwear, protective garments including helmets, watercraft, vehicles, cases or bags, the cost of repair or replacement as new;
- b. If the **sports equipment** was built or assembled by **you**, **we** will only pay the price **you** paid for the constituent parts.

Wear and tear

The amount that **we** will pay for **damage** to any clothing, footwear, protective garments including helmets, watercraft, vehicles, cases or bags insured within **your sports equipment** will be reduced to take into account wear and tear. The reduction will be based on the following scale:

- 1. less than one year old, no reduction for wear and tear;
- 2. between one and two years old, a 10% reduction for wear and tear;
- 3. between two and three years old, a 20% reduction for wear and tear;
- 4. between three and five years old, a 40% reduction for wear and tear;
- 5. between five and seven years old, a 60% reduction for wear and tear.

We will not make any payment for any clothing, footwear, protective garments including helmets, watercraft, vehicles, cases or bags that is more than seven years old.

Under insurance

If, at the time of **damage**, **we** establish that the **amount insured** does not represent the total value of the **sports equipment**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **sports equipment**.

We will only apply this calculation if:

- 1. **we** find that the **amount insured** is less than 85% of the **sports equipment**; and
- 2. **we** establish that **your** failure to declare the total value of the **sports equipment** was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the total value of the **sports equipment**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **sports equipment** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii.

If **your** failure to declare the total value of the **sports equipment** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Pair and sets

If any **sports equipment** that has an increased value because it forms part of a set is damaged, any payment **we** make will take account of the increased value.

Other interests

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

Your obligations

If any damage occurs

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

1. notify **us** promptly of any **damage** which might be covered;
2. report to the police, as soon as reasonably possible, if you think a crime has been committed; and
3. report to the police, within 48 hours after you become aware of any loss or theft of any **sports equipment**.

Hiring equipment

When hiring in **sports equipment** **you** must complete and record an inventory check and inspect all **sports equipment** for **damage** prior to acceptance and agree a schedule of any **damage** with the hire company before taking charge of the **sports equipment**. Upon returning the **sports equipment** to the hire company **you** must only return the **sports equipment** to persons authorised within the hire company to accept the return of equipment.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such noncompliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Please read the schedule to see if **your** loss of **income** or loss of **gross profit** or **additional increased costs of working** are covered.

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

**Special definitions for
this section**

Additional increased costs of working	The additional costs and expenses reasonably incurred by you with our prior consent in order to continue your activities or minimise your loss of income or gross profit during the indemnity period , but not limited to the reduction in income saved.
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Income	The money paid or payable to you in respect of your activities .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income to your activities during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period beginning at the date of the insured damage , the date on which the loss of licence takes effect or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage , loss of licence or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	Damage to property provided that: <ul style="list-style-type: none">a. the damage is not otherwise excluded by the buildings or contents section of this policy;andb. payment has been made or liability admitted by the insurer under any insurance covering such damage.
Licence	The Justices' Licence from time to time in force in respect of the premises of your business premises for the retail sale of excisable liquors (England and Wales) or the licence granted pursuant to the Licensing (Scotland) Act 1976 as amended from time to time.
Loss of licence	The suspension or withdrawal of, or refusal to renew, your licence by the licensing justices or other licensing authority.
Notifiable human disease	Any of the following human infectious or human contagious diseases, an outbreak of which must be notified to the local authority: <ul style="list-style-type: none">a. acute encephalitis;b. anthraxc. cholera;d. dysentery;e. legionellosis;f. legionnaires disease;g. leptospirosis;h. paratyphoid fever;i. rabies; or

Rate of gross profit	j. tetanus. The percentage produced by dividing gross profit by your income during the financial year immediately before any insured damage , insured failure or restriction.
Rent payable	Rent: a. for any premises used for the purposes of your activities that you must legally pay whilst the premises is unusable as a result of insured damage ; b. that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage .
Uninsured working expenses	Purchases less discounts received, bad debts, rent and any other item described as an uninsured expense in the schedule.
<hr/>	
What is covered	We will insure you for your financial losses and any other items specified under this section in the schedule, resulting solely and directly from an interruption to your activities caused by:
Financial losses from insured damage	1. insured damage to property : a. insured under the buildings or contents section of this policy ; or b. insured elsewhere, provided the damage occurred during the period of insurance and whilst the property was contained in the business premises .
Denial of access	2. insured damage to property in the vicinity of the business premises occurring during the period of insurance which prevents or hinders your access to the business premises ;
Non-damage denial of access	3. an incident during the period of insurance within the vicinity of the business premises which results in a denial of or hindrance in access to the business premises imposed by the police or other statutory authority.
Bomb threat	4. your inability to use the business premises due to restrictions imposed by the police or other public authority, but only where the restrictions have been imposed: a. following a bomb threat made by any person or group of persons; and b. for a period of more than two hours. We will not make any payment under Bomb threat for any interruption to your activities in the event of an actual explosion of a bomb. For the purposes of the coverage provided by Bomb threat, the definition of terrorism is amended to read: An act by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system.
Suppliers	5. insured damage , other than damage caused by flood or earth movement , occurring during the period of insurance at the premises of one of your suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services.
Public utilities	6. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the business premises , for more than 24 consecutive hours caused by insured damage , other than flood or earth

movement, occurring during the **period of insurance** to any land based premises of the supply authority or the terminal feed to **your business premises**, or underground pipes or underground cables conveying such services from the supply authority to **your business premises**.

Public authority

7. **your** inability to use the **business premises** due to restrictions imposed by a public authority during the **period of insurance** following:
- a. a murder or suicide;
 - b. an occurrence of a **notifiable human disease**;
 - c. injury or illness of any person traceable to food or drink consumed on the premises;
 - d. vermin or pests at the premises;
 - e. defects in the drains or other sanitary arrangements.

Loss of licence

8. **loss of licence** during the **period of insurance** but **we** will not make any payment for losses arising from:
- a. any suspension or withdrawal of or refusal to renew a **licence** for which **you** are entitled to claim statutory compensation.
 - b.
 - i. the actual or proposed compulsory acquisition of **your business premises**;
 - ii. any scheme of town or country planning improvement or redevelopment.
 - c. any alteration after the start of the **period of insurance** of the law governing the suspension, withdrawal or renewal of **licences** unless **we** confirm in writing that the insurance will apply after such alteration.
 - d. **your** failure:
 - i. other than for good cause, to keep the business premises open during the permitted hours;
 - ii. to comply with any direction or requirement of the Licensing Justices or other licensing authority;
 - iii. to maintain the **business premises** in a good sanitary condition and a good state of general repair.
 - e. any **loss of licence** occasioned wholly or in part by any act or omission by **you** or by **your** failure to take all reasonable action to maintain the **licence** in force.
 - f. the suspension or withdrawal of, or refusal to renew, any late night, afternoon or morning extension of the standard opening hours (in England and Wales) or permitted hours as defined in Section 53 of the Licensing (Scotland) Act 1976 as amended from time to time unless such suspension, withdrawal or refusal to renew is ancillary to the **licence** being suspended, withdrawn or not renewed.

Pollution restricting use

9. pollution or contamination of:
- a. the land; or
 - b. the atmosphere; or
 - c. any watercourse or body of water, at any premises used for the purposes of **your activities**.

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

- a. unless the pollution or contamination is 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. arising out of pollution or contamination originating outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland;
- c. to remedy the condition of any property owned, leased or rented by **you**;
- d. to cleanup, remove or dispose of any pollution or contamination.

What is not covered

1. **We** will not make any payment for any interruption to **your activities** directly or indirectly caused by, resulting from or in connection with **terrorism**.
2. **We** will not make any payment under this section if **your activities** are discontinued permanently or if a liquidator or receiver is appointed.
3. **We** will not make any payment for the first seven days of any interruption to **your activities** if the interruption is due to the loss of use of a purpose built sports facility used for the purposes of **your activities**
4. **We** will not make payment for any interruption or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**. However, this exclusion does not apply to **What is covered**, Public authority 7b in respect of any diseases listed within the definition of **notifiable human disease**

How much we will pay

We will pay up to the **amount insured** unless limited below or in the schedule. **We** will pay for no longer than the period shown in the schedule against each item insured.

If **you** are accountable to the tax authorities for value added tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of income

the difference between **your actual income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working**.

Loss of gross profit

the sum produced by applying the **rate of gross profit** to any reduction in **income** during the **indemnity period** plus **increased costs of working** and **alternative hire costs**, less any business expenses or charges which cease or are reduced.

Loss of licence

the difference between **your actual income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period but for the **loss of licence**, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**.

Outstanding debts

any of **your** outstanding debts which **you** are unable to recover as a direct result of **insured damage** to **your** accounting records.

Accountant's charges

the amount **we** will pay for loss of **income**, includes the reasonable charges **you** pay to **your** professional accountant for producing information **we** require in support of a request for settlement under this section.

Under insurance

If, at the time of **insured damage** or restriction, **we** establish that the **annualised amount insured** declared to **us** does not represent **your actual income** during the 12 months immediately preceding the date of the **insured damage** or restriction, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared **your actual income** or **your actual gross profit**.

We will only apply this calculation if:

1. **we** establish that the **annualised amount insured** is less than 85% of **your actual income** during the 12 months immediately preceding the start of the **period of insurance**; and
2. **we** establish that **your** failure to declare **your actual income** was not deliberate or reckless and was a breach of **your** obligation to make a fair presentation of the risk to **us** before the start of the **period of insurance**.

This remedy may apply in addition to General Condition 2. b.ii. If **your** failure to declare **your actual income** was deliberate or reckless, the remedy under General Condition 2.a. will apply.



Sport recreation and leisure liability – property – business interruption

Policy wording

Business trends

The amount **we** pay for loss of **income** will be amended to reflect any special circumstances or business trends affecting **your activities**, either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the **insured damage** or restriction had not occurred.

Special limits

Computer breakdown

The most **we** will pay for any loss arising from breakdown of **computers** during the **period of insurance** is the amount shown in the schedule. This limit applies across the Business interruption and Contents sections of this **policy**.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** or event which might prevent or hinder **you** from carrying on **your activities**.

Property insurance

Where the **damage** involves **property**, **you** own or are legally responsible for, **we** will not make any payment unless **you** have property insurance in force covering the **damage** and payment has been made, or liability admitted, under that insurance for the **damage**.

Accounts records

You must keep a record of all amounts owed to **you** and keep a copy of the record in at least two separate locations. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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

Special definitions for this section

Advertising	Advertising, publicity or promotion in or of your products or services.
Breach	The unauthorised acquisition, access, use or disclosure of, or the loss or theft of, personal data or confidential corporate information.
Breach costs	<p>The reasonable and necessary costs incurred by you with our prior written agreement in direct response to an actual or suspected breach, including but not limited to:</p> <ol style="list-style-type: none"> 1. legal costs to: <ol style="list-style-type: none"> a. provide advice to you in connection with your investigation of a breach; b. assist with the preparation of notifications to any regulator and affected data subjects; and c. determine and pursue any indemnity under a written agreement with a third-party; 2. breach forensic costs; 3. costs incurred to notify: <ol style="list-style-type: none"> a. each affected data subject of the breach; and b. any regulatory body, including but not limited to the Information Commissioner's Office, of the breach; <p>where you are required by any law or regulation to do so or where you do so voluntarily;</p> 4. costs you incur to use a third-party call centre to answer enquiries from affected data subjects following notification of the breach to such data subjects; 5. credit monitoring costs; and 6. costs to monitor the dark web for the appearance of any information accessed in the course of a breach; <p>but not including any overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.</p>
Breach forensic costs	<p>Costs you incur for:</p> <ol style="list-style-type: none"> 1. computer forensic analysis conducted by outside forensic experts to: <ol style="list-style-type: none"> a. confirm whether or not a breach has occurred; b. identify any affected data subjects; and c. stop or contain the breach; and 2. outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.
Computer system	Any programs , computer network, hardware, software, information technology or communications system, including any email system, intranet, extranet or website.
Credit monitoring costs	The reasonable and necessary costs incurred by you with our prior written agreement to provide credit monitoring services or other credit protection services to each affected data subject .
Cyber ransom losses	<p>Following an illegal threat:</p> <ol style="list-style-type: none"> 1. the reasonable and necessary fees of our appointed consultant, incurred by you with our prior written agreement, for advising you on the handling and negotiation of the ransom demand; 2. the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender; and

3. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.

Data asset

Any electronic data or software.

Data recovery costs

The reasonable and necessary costs and expenses incurred with **our** prior written agreement to regain access to **your data asset**, or to replace, restore or repair **your data asset** from back-ups, originals, or other sources.

This does not include:

1. costs incurred after it has been established that **your data asset** cannot be replaced, restored or repaired, or access to it cannot be regained;
2. the economic value of **your data asset**, including the value of any trade secrets;
3. costs to restore, update, or replace **your data asset** to a level beyond that which existed prior to the event, unless **your data asset** can only be replaced, restored or repaired by purchasing a newer equivalent; or
4. costs to research or develop **your data asset** or to recreate, gather or assemble facts, concepts or information needed to reproduce **your data asset**.

Data subject

Any natural person who is the subject of **personal data**.

Employee

Any individual performing employment duties solely on **your** behalf in the ordinary course of **your business** and who is subject to **your** sole control and direction and to whom **you** supply the instruments and place of work necessary to perform such duties. This does not include **you** or **your** sub-contractors or outsourcers.

Hacker

Anyone, including an **employee** of **yours**, who gains unauthorised access to or unauthorised use of **your computer system** or **your data asset** held by **you** or on **your** behalf.

Illegal threat

Any threat from a third-party, including an **employee** but not **you**, to:

1. damage, destroy or corrupt **your computer system**, a **data asset you** hold electronically or any data for which **you** are responsible, including by specifically introducing a **virus**; or
2. disseminate, divulge or use any electronically held commercial or personal information which:
 - a. **you** are responsible for; and
 - b. will cause commercial harm if made public;following any unauthorised external electronic access by that third-party.

Loss

Any financial harm caused to **your business**.

Personal data

Any individually identifiable information about a **data subject**, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

Security failure

Any failure by **you** or by others on **your** behalf (including but not limited to **your** sub-contractors and outsourcers) in securing **your computer system** against unauthorised electronic access or use.

Subsidiary

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

1. that has been identified in the presentation of the risk for this **policy** and of which **you** own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the **period of insurance**; or
2. which **you** acquire during the **period of insurance**:
 - a. where the turnover at the date of acquisition is less than 10% of **your** existing turnover;
 - b. where the acquired entity's business is the same as **yours**; and
 - c. which has not suffered any loss or been subject to any claim with a value greater than the **excess**, which would have been covered under this section of the **policy**.

You/your

Also includes:

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

What is covered

If during the **period of insurance**, and in the course of **your business** or **advertising**, you discover or reasonably suspect any:

1. **breach**;
2. **security failure**; or
3. **illegal threat**;

we will pay:

- | | |
|---------------------|-------------------------------------|
| Breach costs | a. breach costs ; |
| Cyber ransom losses | b. cyber ransom losses ; and |
| Data recovery costs | c. data recovery costs . |

What is not covered

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

- | | |
|-----------------------------------|--|
| Infrastructure failure | 1. any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider. However, this exclusion does not apply where you provide such services as part of your business . |
| Hack by director or partner | 2. any individual hacker within the definition of you . |
| Destruction of tangible property | 3. any loss, theft, damage, destruction or loss of use of any tangible property. However, this does not apply to any breach which is itself caused by the loss or theft of data. |
| System degradation or performance | 4. any: <ol style="list-style-type: none"> a. degradation, deterioration or reduction in performance of your computer system caused gradually or as a result of the recommended use or your ordinary use of the system; or b. loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable malicious act; <p>including where caused by increased use of the computer system or by steps taken by you to upgrade the system.</p> |
| Outdated systems | 5. the use by you of any software or systems that are unsupported by the developer. |
| Seizure and confiscation | 6. any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to your computer system. |
| War | 7. war. |
| Nuclear risks | 8. nuclear risks. |
| Insolvency | 9. your insolvency or the insolvency of your suppliers, sub-contractors and outsourcers. |

Pre-existing problems	10. anything likely to lead to a loss under this section, which you knew or ought reasonably to have known about before we agreed to insure you.
Reckless conduct	11. any conduct committed by you in reckless disregard of your or another person's or business' rights or your business interests.
Fraudulent use of your electronic identity	12. the fraudulent or dishonest use of the electronic identity of your business.
Natural perils	13. fire, flood, storm, lightning, frost, explosion or extremes of weather or temperature. However, this exclusion does not apply to any loss arising directly from a breach, which is itself caused by such natural peril.

How much we will pay

We will pay up to the overall limit of indemnity shown in the schedule for the total of all claims under **What is covered**, unless limited otherwise in the schedule.

The amount **we** pay for a particular type of **loss** may be further limited in the schedule.

Excess

You must pay the relevant **excess** shown in the schedule.

72-hour excess waiver

If **you** notify **us** within 72 hours of **your** first awareness of any actual or reasonably suspected **breach**, the **excess** will not apply against any **losses** suffered as a result of the **breach**.

Non-sterling losses

All sums payable under this section of the **policy** will be paid in Pounds Sterling. Where any amount under this **policy** has been suffered or incurred in a different currency, **we** will calculate the amount of **our** payment by reference to the relevant exchange rate on the day the **loss** was suffered or the cost or expense incurred. For the purposes of calculating such amounts, where listed, **we** will use the exchange rate published in the Financial Times on the day the **loss** was suffered or the cost or expense incurred (or the next day on which the Financial Times is published if it is not published on the day in question).

Your obligations

If a problem arises	<p>1. We will not make any payment under this section unless you notify us promptly within the period of insurance, or at the latest within 14 days after it expires for any problem you first become aware of in the seven days before expiry, of your first awareness of:</p> <ul style="list-style-type: none"> a. any loss under this section; or b. anything which is likely to give rise to a loss under this section. <p>If we accept your notification we will regard such loss as notified to this insurance.</p>
Cyber extortion	<p>2. We will not make any payment under What is covered, Cyber ransom losses unless:</p> <ul style="list-style-type: none"> a. the ransom was paid, or the goods or services were surrendered, under duress; b. before agreeing to the payment of the ransom or the surrender of goods or services, you made all reasonable efforts to determine that the illegal threat was genuine and not a hoax; c. an individual within the definition of you agreed to the payment of the ransom or the surrender of the goods or services;

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

Special definitions for this section

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

What is covered

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

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.

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**.

Your obligations

If a crisis arises during working hours

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

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**.

Legal protection (enhanced)

Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under your **policy**. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm or tax consultancy** on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.

Registered in England and Wales, number 103274. Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL, England.

Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

To make sure that you get the most from your cover, please take time to read this section which explains the contract between you and **DAS**. Please take extra care in following the procedures under employment compensation awards cover (**insured incident 1 b.**)

It will help if you keep the following points in mind:

How can DAS help

To make a claim under this section, please telephone **DAS** on 0117 934 2111. **DAS** will ask you about your legal dispute and, if necessary, will call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, **DAS** will provide you with a claim reference number. At this point, **DAS** will not be able to confirm that you are covered but will pass the information you have given **DAS** to the claims handling teams and explain what to do next.

Send your claim to

If you would prefer to report your claim in writing, please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively, you can email your claim to DAS at newclaims@das.co.uk.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If you do, **DAS** will not pay the costs involved.

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the policy schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the policy schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**;
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. **reasonable prospects** exist for the duration of the claim.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

DAS will pay compensation awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the limit stated in the schedule.

Special definitions for this section

Appointed representative	The preferred law firm or tax consultancy or other law firm or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section. The most DAS will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm or tax consultancy . The amount we will pay a law firm or tax consultancy (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
Costs and expenses	<ol style="list-style-type: none"> 1. All reasonable and necessary costs chargeable by the appointed representative and agreed by DAS. 2. The costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or the insured person pays them with DAS' agreement.
DAS	DAS Legal Expenses Insurance Company Limited.
Date of occurrence	<ol style="list-style-type: none"> 1. For civil cases (other than under insured incident – 4 tax protection), the date of occurrence is the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the policyholder or an insured person first became aware of it.) 2. For criminal cases, the date of occurrence is when the insured person began or is alleged to have begun to break the law. 3. For insured incident - 4 tax protection, the date of occurrence is when HM Revenue and Customs first notifies in writing the intention to make enquiries. For VAT or employer compliance disputes, the date the dispute arises during the period of insurance following the issue of an assessment, written decision or notice of a civil penalty. 4. For insured incident 2 - legal defence, 5 statutory notice appeals, the date when the policyholder is issued with the relevant notice and has the right to appeal.
Employer compliance dispute	A dispute with HM Revenue & Customers concerning insured person's compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
Insured person	The policyholder and the policyholder's directors, partners, trustees, committee members, managers, employees and any other individuals declared to us by the policyholder .
Legal nuisance	Any unlawful interference with the policy holder's use or enjoyment of the policy holder's land, or some right over, or in connection with it.
Preferred law firm or tax consultancy	A law firm, barristers' chambers or tax expert DAS choose to provide legal or other or tax consultancy services. These specialists are chosen as they have the proven expertise to deal with the insured person's claim and must comply with DAS agreed service standard levels, which we audit regularly.
Reasonable prospects	<ol style="list-style-type: none"> 1. For civil cases, the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a preferred law firm or tax consultancy on DAS' behalf, will assess whether there are reasonable prospects. 2. For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

Legal protection (enhanced)

Policy wording

Tax enquiry A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

1. includes a request to examine any aspect of the **insured person's** books and records; or
2. advises of a check of the **insured person's** whole tax return.

Territorial limit

For insured incidents 2 - legal defence (excluding 2.5), and 3 b. bodily injury
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

The policyholder The **insured person** named in the policy schedule.

VAT dispute A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.

Insured incidents DAS will cover

1. Employment disputes and compensation awards

a. Employment disputes

Costs and expenses to defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal:
 - a. following the dismissal of an employee; or
 - b. where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure;
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with:
 - a. a contract of employment with **the policyholder**; or
 - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005, including any similar or successor legislation.

b. Compensation awards

DAS will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1.a**,

provided that:

1. in cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - a. followed the ACAS code of disciplinary and grievance procedures as prepared by the Advisory, Conciliation and Arbitration Service; or

Legal protection (enhanced)

Policy wording

- b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
- c. sought and followed advice from the **DAS** legal advice service.
2. for an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department, before starting any redundancy process or procedures with **the policyholder's** employees.
4. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. the total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

What is not covered

1. Any compensation award relating to the following:
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights, paternity, parental or adoption rights;
 - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; or
 - d. statutory rights in relation to trustees of occupational pension schemes;
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

c. Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by **the policyholder** or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2. Legal defence

At **the policyholder's** request:

1. **costs and expenses** to defend the **insured person's** legal rights:
 - a. prior to the issue of legal proceedings when dealing with the:
 - i. police; or
 - ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer,

where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction, provided that in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the territorial limit shall be any place where the act applies.

Please note **DAS** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule.

Legal protection (enhanced)

Policy wording

2. costs and expenses:

- a. to defend the **insured person's** legal rights if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998 provided **the policyholder** was registered with the Information Commissioner at the time of the incident.
- b. to represent the **insured person** in an appeal against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

Please note **DAS** will not cover the costs of fines imposed by the Information Commissioner.

3. **costs and expenses** to defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
4. **costs and expenses** to defend the **insured person's** (other than **the policyholder**) legal rights if:
 - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination; or
 - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
5. **costs and expenses** to represent the **insured person** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **the policyholder's** business.
6. **attendance expenses** of an **insured person** for jury service or attend any court or tribunal at the request of the **appointed representative**. The maximum **DAS** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **the policyholder**, the court or tribunal, have paid them.

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. Property protection and bodily injury

a. Property protection

Costs and expenses in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes physical damage to such material property; or
2. a **legal nuisance**; or
3. trespass.

Please note that **the policyholder** must have established the legal ownership or right to the land that is subject of the dispute.

What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles; or

Legal protection (enhanced)

Policy wording

b. Bodily injury

7. the enforcement of a covenant by or against the **insured person**.

At **the policyholder's** request, **DAS** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim;
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members; or
4. clinical negligence.

4. Tax protection

Costs and expenses for an **appointed representative** in respect of any:

1. **tax enquiry;**
2. **employer compliance dispute;** or
3. **VAT dispute,**

provided that:

1. for all insured incidents, **the insured person** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
2. **DAS** will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule.

What is not covered

1. Any claim relating to import or excise duties and import VAT.
2. Any claim arising from a tax avoidance scheme.
3. Any claim caused by the failure of **the insured person** to register for value added or pay as you earn tax.
4. Any claim arising from any investigation or enquiries undertaken by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
5. Any claim arising from any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.

5. Contract disputes

Costs and expenses in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services, provided that:

1. the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **the policyholder** will be responsible for the first £500 of **legal costs** including VAT, in each and every claim. If **the policyholder** is using a **preferred law firm or tax consultancy**, they will be asked to pay this within 21 days of the claim having been assessed as having **reasonable prospects**. If **the policyholder** is using your own law firm, this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**). If **the policyholder** does not pay this amount the cover for the claim could be withdrawn.
2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £250 including VAT.
3. if the dispute relates to money owed to **the policyholder**, a claim under this section is made within 90 days of the money becoming due and payable.

What is not covered

1. Any dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the start of this section, unless equivalent legal expenses insurance was in force immediately before.

Legal protection (enhanced)

Policy wording

2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not a dispute over the amount of a claim);
 - b. a lease, licence or tenancy of land or buildings, other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - c. a loan, mortgage, pension or any other financial product and chose in action; or
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification,

other than agreements relating to the sale, provision, purchase or hire of computer hardware, software, systems or services where **the policyholder** is engaged in the business of selling, providing, purchasing or hiring computer hardware, software, systems or services.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

6. Tenancy disputes

Costs and expenses in any legal proceedings for civil action relating to a tenancy dispute between **the policyholder** and **the policyholder's** landlord arising from premises leased or rented to **the policyholder**.

What is not covered

Any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

7. Statutory licence protection

Costs and expenses in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **the policyholder's** Licence or statutory registration or British Standard Certificate of Registration.

What is not covered

1. An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.

8. Debt recovery

Costs and expenses including enforcement of judgment to recover money and interest due from the sale or provision of goods or services, provided that:

1. the debt exceeds £250.
2. a claim for debt recovery under this section is made within 90 days of the money becoming due and payable.
3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment, if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

What is not covered

1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.

Legal protection (enhanced)

Policy wording

2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not for a dispute over the amount of a claim);
 - b. a lease, licence or tenancy of land or buildings;
 - c. a loan, mortgage, pension or any other financial product and chose in action;
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services, other than agreements relating to the supply, hire, sale or provision of computer hardware, software, systems or services where **the policyholder** is engaged in the business of supplying, hiring, selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party intimates that a defence exists.
5. Any dispute which arises from debts **the policyholder** has purchased from a third party.

What is not covered

1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not for a dispute over the amount of a claim);
 - b. a lease, licence or tenancy of land or buildings;
 - c. a loan, mortgage, pension or any other financial product and chose in action;
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services, other than agreements relating to the supply, hire, sale or provision of computer hardware, software, systems or services where **the policyholder** is engaged in the business of supplying, hiring, selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party intimates that a defence exists.
5. Any dispute which arises from debts **the policyholder** has purchased from a third party.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. compensation awards** and **2 legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any insured incident deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under condition 7.

Legal protection (enhanced)

Policy wording

8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review, coroner's inquest or fatal accident inquiry.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** has not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
12. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.
13. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
14. Any claim caused by, or contributed to by, or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000; or
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Conditions which apply to the whole section

1. **DAS** will not make any payment unless the **insured person** or **policyholder**:
 - a. notifies **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - b. gives **DAS** full details of any claim as soon as possible and gives **DAS** any information they need;
 - c. co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim; and
 - d. keep to the terms and conditions of this section.
2. The **insured person** or **policyholder** must:
 - a. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - b. try to prevent anything happening that may cause a claim; and
 - c. send everything **DAS** ask for, in writing.
3. If the **insured person** or **policyholder**, or anyone on their behalf, tries to deceive **DAS** by deliberately giving **DAS** false information or making a fraudulent claim under this section then:
 - a. **DAS** shall be entitled to give notice to terminate this section of the policy with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **DAS** shall be entitled to refuse to make any payment under this section of 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. the **insured person** or **policyholder** must reimburse all payments already made by **DAS** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and

Legal protection (enhanced)

Policy wording

- d. **DAS** shall be entitled to retain all premiums paid in respect of this section of the policy.

In the event of such circumstance arising, as part of its fraud prevention measures, **DAS** will at its discretion also share information with other parties such as the police, government bodies and anti-fraud organisations.

Where a fraudulent or exaggerated claim, or a false declaration in respect of a claim, has been made by an **insured person**, **DAS** will not void this section of the **policy** in respect of any innocent **insured person**.

4. a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
DAS can negotiate any claim on behalf of an **insured person**.
- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
- i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
- ii. there is a conflict of interest.
- c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
- d. An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
- e. **DAS** will have direct contact with the **appointed representative**.
- f. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
5. a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**;
- c. **DAS** may decide to pay the **insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
6. a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
- b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
7. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
8. If an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.

9. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS'** internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
10. **DAS** may, at their discretion, require **the policyholder** to obtain an opinion from counsel, at **the policyholder's** expense, as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
11. This section will be governed by English law.
12. All acts of Parliament within this policy section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
13. If the **insured person** or the **policyholder** does not comply with any condition of the policy, unless a more specific remedy is specified, **DAS** may reduce any payment they make under this section by an amount equal to the detriment **DAS** have suffered as a result.

Helpline services

Eurolaw commercial legal advice

Tax advice

Business assistance

Counselling

The employment manual

DASbusinesslaw

DAS provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** may record calls.

DAS will give **the policyholder** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

DAS will give **the policyholder** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

In the event of an unforeseen emergency affecting **the policyholder's** business premises which causes damage or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on behalf of **the policyholder**. All costs of assistance provided are the responsibility of **the policyholder**.

DAS will provide all employees (including any members of their immediate family who permanently live with them) of **the policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0117 934 2121.

These calls are not recorded. **DAS** will not accept responsibility if the helpline services fail for reasons **DAS** cannot control. Please do not phone **DAS** to report a general insurance claim.

The **DAS** employment manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at www.das.co.uk.

From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for **the policyholder's** own use. Contact **DAS** at marketing@das.co.uk with **the policyholder's** email address, quoting **the policyholder's** policy number and **DAS** will contact them by email to inform them of future updates to the information.

At www.dasbusinesslaw.co.uk you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully.

DASbusinesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, you will find the content provided by DASbusinesslaw is updated regularly by legal experts to help you keep your business one step ahead.

To access DASbusinesslaw, please go to www.dasbusinesslaw.co.uk and register your details. When asked for your policy number, please insert your Hiscox policy number and the password is **DAS472301**.

How DAS will use the insured person's information

DAS may need to send **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. If the **insured person's** policy includes legal advice DAS may have to send the information outside of the European Economic Area in order to give the **insured person's** legal advice on non-European Union law.

DAS will not disclose the **insured person's** personal data to any other person or organisation unless DAS are required to by the DAS legal and regulatory obligations. For example, DAS may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via DAS website.

Data Protection

To provide and administer the legal advice service and legal expenses insurance DAS must process the **insured person's** personal data (including sensitive personal data) that DAS collect from the **insured person** in accordance with DAS Privacy Policy.

To do so, DAS may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give the **insured person** legal advice, DAS may have to send information outside the European Economic Area.

In doing this, DAS will comply with the Data Protection Act 1998. DAS will not disclose the **insured person's** personal data to any other person or organisation unless DAS are required to by the DAS legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime DAS may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information DAS hold about the **insured person**, please write to the Group Data Protection Controller at the DAS Head Office address which is;

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

How to make a complaint

DAS always aim to give you a high quality service. If you think DAS have let you down, please write to DAS Customer Relations Department at DAS Head Office address.

You can phone DAS on **0344 893 9013** or email DAS at customerrelations@das.co.uk. Details of DAS internal complaint- handling procedures are available on request.

If you are still not satisfied and are a small business, you can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**.

You can also contact them on: **0800 023 4567** (free from mobile phones and landlines), **0300 123 9123** or email them at complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**.

You can also contact them by telephone on **0300 555 0333** or email them at enquiries@legalombudsman.org.uk. Website: www.legalombudsman.org.uk

Using this service does not affect your right to take legal action.

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an aggregate basis unless otherwise specified.

Special definitions for this section

Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Bodily injury	Mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding first made against you during the period of insurance alleging a wrongful act and seeking monetary damages or other legal relief or penalty.
Defence costs	Reasonable costs, not including any overheads, additional costs or remuneration, incurred with our prior written agreement to investigate, settle or defend any claim made against you 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 claim .
Emergency defence costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or defend any claim where it is not possible to obtain our prior written agreement, provided that you notify us as soon as possible after such sums are incurred.
Emergency legal representation costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration, to investigate or respond to any investigation , where it is not possible to obtain our prior written agreement, provided that you notify us as soon as possible after such sums are incurred.
Employee	<ol style="list-style-type: none"> 1. Any person under a contract of service with you. 2. Any independent person seconded to you. 3. Any applicant or candidate for employment with you.
Employee dishonesty loss	Your direct financial loss discovered during the period of insurance in the performance of your activities within the geographical limits , arising from the dishonesty of an employee , where there was a clear intention to cause you financial loss or damage and to obtain a personal financial gain in addition to salary, bonus or commission.
Employment claim	<p>Any claim by any employee for any actual or alleged:</p> <ol style="list-style-type: none"> 1. wrongful, unfair or constructive dismissal, discharge or termination of employment; 2. breach of written or implied contract of employment; 3. employment related misrepresentation; 4. wrongful deprivation of a career opportunity, failure to grant tenure or negligent employee evaluation; 5. harassment, unlawful discrimination or failure to provide adequate employee procedures and policies; 6. retaliation; or 7. defamation or invasion of privacy; <p>arising solely as a result of the employment or non-employment by you of any current or former employee.</p>
Health and safety/ manslaughter claim	Any claim under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.

Health and safety/ manslaughter investigation	Any investigation under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.
Identity crime	An agreement entered into by any third party representing themselves as you .
Investigation	<p>An official examination, official enquiry or official investigation into you first notified as being required during the period of insurance and conducted by the Charity Commission or any regulator, government department or other body legally empowered.</p> <p>Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of your industry which is not solely related to your conduct.</p>
Investigation mitigation costs	Reasonable and necessary costs incurred by you to prevent or minimise the likelihood of an investigation or mitigate the potential consequences of an investigation which, if such steps were not taken, would be likely to result in an investigation being brought against you that would be covered by this section of the policy or would be likely to increase the severity of such an investigation .
Legal representation costs	<ol style="list-style-type: none"> 1. Reasonable and necessary legal costs, fees, charges and expenses, not including any overheads, additional costs or remuneration, for which you are legally liable, incurred with our prior written agreement for legal representation directly in relation to an investigation. 2. Emergency legal representation costs.
Loss	<p>In respect of a claim or investigation the amount you become legally liable to pay, including following a settlement entered into with our written agreement, for:</p> <ol style="list-style-type: none"> 1. awards of damages, including punitive, exemplary and multiplied damages, and civil fines and penalties if insurable in the jurisdiction where such award was first ordered; 2. claimants' legal costs and expenses; 3. defence costs and legal representation costs; and 4. public relations expenses. <p>Loss does not include any criminal fines or penalties, regulator's costs or expenses (including Health and Safety Executive fees for intervention or similar regulator's costs and expenses), taxes or remuneration.</p>
Pollution	Any actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any solid, liquid, gaseous or thermal contaminant or irritant, including, but not limited to, lead, smoke, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed), or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any such material.
Pre-investigation costs	Reasonable and necessary costs incurred by you with our prior written agreement to notify a regulator, government department or other body legally empowered of any material breach, incident or event occurring within the geographical limits where such notice is obligatory and it is likely that a covered investigation will be brought as a result of the notification.
Prior and pending date	The date on which you first purchased professional and legal liability or other equivalent entity insurance that has run continuously without a break in cover. If since that date you have merged or consolidated with another company, entity other organisation, or any party has acquired more than 50% of your issued share capital, assets or the majority of your voting rights, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.
Property damage	The loss, damage or destruction of any tangible property including loss of use of such property.
Public relations expenses	The reasonable and necessary costs incurred with our prior written agreement in utilising the services of a public relations consultant.
Relevant person	<ol style="list-style-type: none"> 1. Any natural person who was, is, or during the period of insurance becomes a director, partner, member or officer of you. 2. Any de facto director of you whilst acting in such capacity for you.

3. Any shadow director as defined under Section 251 of the Companies Act 2006 or any similar or successor legislation in any other jurisdiction.
4. Any **employee of you**.
5. The lawful spouse, civil or unmarried partner of any person in 1 to 4 above solely because of their spousal, civil or unmarried partner relationship following a **claim or investigation** against that person.
6. The estates, heirs or legal representatives of any person in 1 to 5 above who has died or become incapacitated, insolvent or bankrupt but only for a **claim or investigation** against that person.

Relevant person does not include any external auditor or any liquidator, receiver, administrative receiver or other insolvency practitioner or officer of **you** or **your** assets.

Subsidiary

Any entity domiciled in the **United Kingdom** in which **you**:

1. own directly or through one or more of **your** subsidiaries more than 50% of the share capital or assets or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors, trustees, governors or equivalent; or
2. control a majority of its voting rights under a written agreement with other shareholders or members.

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a **claim or investigation** against **you** arising from any **wrongful act**, taking place, or alleged to have taken place before it ceased to be a **subsidiary**.

Wrongful act

Any actual or alleged act, error or omission committed or attempted by **you** including:

1. breach of any duty, including fiduciary or statutory duty, breach of confidence or data loss;
2. breach of trust;
3. negligence, negligent misstatement, misleading statement or negligent misrepresentation;
4. defamation;
5. breach of warranty of authority; or
6. any other act, error or omission attempted or allegedly committed or attempted by **you**.

You/your

Also includes any **subsidiary**:

1. existing at the start of the **period of insurance**;
2. created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary** does not trade any of its securities on any stock exchange.

What is covered

1. Claims against you

Losses including defence costs

Health and safety/manslaughter

Pension or employee benefit schemes

Pollution

Cyber and data

Identity crime

Taxation

- a. **We** will pay on **your** behalf the **loss** arising from a **claim** against **you** for any **wrongful act** committed within the **geographical limits**, including any:
 - i. **health and safety/manslaughter claim**;
 - ii. **claim** arising from **your** operation or administration of any pension or employee benefit scheme or trust fund of **yours**;
 - iii. **claim** arising from **pollution**;
 - iv. **claim** arising from the misuse of data or any computer hardware or software, including a breach of the Data Protection Act 1998 or any similar or successor legislation;
 - v. **claim** arising from **identity crime**; or
 - vi. **claim** arising from **your** failure to comply with any taxation regulations.

Emergency defence costs	b. We will pay emergency defence costs in relation to a covered claim .
2. Investigations	
Losses including legal representation costs	a. We will pay on your behalf the loss arising from an investigation arising from any wrongful act , act, incident or occurrence performed, taking place, or alleged to have taken place within the geographical limits , including any: <ol style="list-style-type: none"> i. health and safety/manslaughter investigation; ii. investigation arising from your operation or administration of any pension or employee benefit scheme or trust fund; iii. investigation arising from pollution; iv. investigation arising from from the misuse of data or any computer hardware or software, including a breach of the Data Protection Act 1998 or any similar or successor legislation; or v. investigation arising from your failure to comply with any taxation regulations.
Health and safety/manslaughter	
Pension or employee benefit schemes	
Pollution	
Cyber and data	
Taxation	
Investigation mitigation costs	b. We will also pay investigation mitigation costs in relation to a covered investigation , provided that: <ol style="list-style-type: none"> i. where reasonably possible, you must obtain our prior written agreement before incurring such costs. Where it is not possible to obtain our written agreement, you must notify us as soon as possible after such sums are incurred; and ii. we will not pay for the costs incurred in dealing with routine business, regulatory, legal, compliance or other matters, which could lead to an investigation if not complied with. <p>We will not make any payment for any part of an investigation not covered by this section.</p>
Pre-investigation costs	c. We will pay pre-investigation costs in relation to a covered investigation .
Emergency legal representation costs	d. We will pay emergency legal representation costs in relation to a covered investigation .
3. Additional covers	
Public relations expenses	a. We will pay public relations expenses on your behalf following a covered claim or investigation which, without the incurrance of public relations expenses , would in the reasonable opinion of your Chief Financial Officer or equivalent be likely to result in the imminent reduction in your gross annual revenue of more than 20%, by reference to your most recent financial forecast. You must obtain our prior written agreement before incurring such costs.
Court attendance compensation	b. If any relevant person has to attend court as a witness in connection with a claim or investigation covered under this section, we will pay you compensation for each day, or part of a day that their attendance is required by us .
Dishonesty of employees	c. We will pay your employee dishonesty loss .
Loss of documents	d. If during the period of insurance any document, information or data of yours which is necessary for the performance of your activities is lost, damaged or destroyed while in your possession within the geographical limits , we will pay the reasonable expenses you incur with our prior written agreement in restoring or replacing it.

What is not covered	A. We will not make any payment for any claim, loss, investigation, or any other liability: <ol style="list-style-type: none"> 1. against or suffered by you based upon, attributable to or arising out of: <ol style="list-style-type: none"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation;
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- b. an act intended to secure or which does secure profit or equivalent funds or advantage to which the individual concerned is not legally entitled; or
- c. an act intended to secure or which does secure a profit or equivalent funds for any other company, entity or other organisation to which the company, entity or other organisation was not legally entitled;

where such act or omission was committed or condoned by **you** or any individual who falls within paragraphs 1. to 3. of the definition of **relevant person**. This exclusion will only apply after a judgment or other final adjudication or an admission by **you** or the **relevant person** that such act, breach of statute or omission did occur. In the event of such finding or admission, **you** must reimburse all payments made by **us** in relation to the corresponding **claim, loss or investigation**.

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| Prior claims and litigation | <p>2. based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> a. anything that has been reported to and accepted under any policy existing or expired, before the start of the period of insurance; or b. any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving a relevant person or you initiated before the prior and pending date. |
| Defamation | <p>3. based upon, attributable to or arising out any statement you or a relevant person knew or ought to have known was defamatory at the time of publication by you or the relevant person.</p> |
| Claims by you or a relevant person | <p>4. based upon, attributable to or arising out of any claim brought or maintained by:</p> <ul style="list-style-type: none"> a. you; or b. a relevant person within or subject to the laws of the United States of America. <p>This exclusion does not apply to:</p> <ul style="list-style-type: none"> i. defence costs; ii. any shareholder derivative proceedings brought in your name without your or any relevant person's solicitation, assistance or participation; iii. any claim brought by your liquidator, receiver or administrative receiver or similar body; or iv. any claim seeking a contribution or indemnity if such claim would otherwise be covered by this section. |
| Bodily injury and property damage | <p>5. for bodily injury or property damage.</p> <p>this exclusion does not apply to any health and safety/manslaughter claim. However, we will not in any event make any payment for any health and safety/manslaughter claim arising from the use, ownership or possession of any motor vehicle in relation to which you are obliged under any compulsory insurance law to maintain insurance.</p> |
| Pollution clean-up costs | <p>6. based upon, attributable to or arising out of any:</p> <ul style="list-style-type: none"> a. statutory, contractual or common law obligation you have to clean up or remedy any pollution or contamination; or b. land or property being identified as contaminated land under the Environmental Protection Act 1990 or any similar or successor legislation. |
| Takeovers and mergers | <p>7. based upon, attributable to or arising out of any a wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place after:</p> <ul style="list-style-type: none"> a. you merge or consolidate with another company or entity; or b. any party acquires: <ul style="list-style-type: none"> i. more than 50% of your issued share capital or assets; ii. the majority of your voting rights; or iii. the right to appoint or remove a majority of your board of directors, trustees, governors or equivalent. |

Changes to subsidiaries	8. based upon, attributable to or arising out of any wrongful act , act, incident or occurrence performed, taking place, or alleged to have taken place: <ol style="list-style-type: none"> a. before the date of creation or acquisition by you of such subsidiary; or b. after an entity ceases to be a subsidiary.
Financial advantage	9. based upon, attributable to or arising out of the gaining of any financial advantage to which the you were not entitled, including the repayment of any wrongfully received monies.
Defined benefit pension schemes	10. based upon, attributable to or arising out of your operation or administration of any defined benefit pension scheme or the breach of any legislation or regulation relating to these activities.
Failure to fund pension and employee benefit schemes	11. based upon, attributable to or arising out of your failure to fund any pension, employee benefit scheme or trust fund.
Employment claims	12. based upon, attributable to or arising out of any employment claim .
Products	13. based upon, attributable to or arising out of the manufacture, sale, supply, installation or maintenance of any product.
Medical services	14. based upon, attributable to or arising out of the provision of or failure to provide any medical services required in the treatment or care of any person.
Infringement of intellectual property	15. based upon, attributable to or arising out any actual or alleged infringement of patent, trade mark, infringement of copyright, intellectual property right or registered design.
Contractual liability	16. based upon, attributable to or arising out any claim or investigation in respect of a breach of contract, whether actual or implied, written or oral which is greater than the liability you would have at law without the contract.
Market fluctuation	17. based upon, attributable to or arising out of any market trends or fluctuations over which you or any relevant person have no control.
Anti-competitive practices	18. based upon, attributable to or arising out of any breach of anti-competition laws or regulations.
Claims outside the applicable courts	19. first brought outside the applicable courts . This exclusion also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .
Breach of duty to customers	20. where any claim is brought by your client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to: <ol style="list-style-type: none"> a. legal representation costs or any insurable civil fines or penalties associated with an investigation resulting from the claim; or b. any health and safety/manslaughter claim.
Matters specific to dishonesty of employees	B. We will not make any payment under What is covered, 3. Additional covers , c. Dishonesty of employees, for any employee dishonesty loss based upon, attributable to or arising out of: <ol style="list-style-type: none"> 1. any accounting or arithmetical error or omission or unexplained shortage; 2. any default or non-payment of any loan or other credit arrangement; 3. your or any relevant person's expenses incurred in establishing the amount of any financial loss; 4. any loss of interest, loss of profit or equivalent funds or any any indirect losses which result from the incident which caused you to claim; or 5. any act, breach, omission or infringement deliberately, spitefully, dishonestly or recklessly committed, condoned or ignored by any director, officer or partner of yours.

Special conditions

Extended notification period

If:

1. **we** or **you** refuse to renew this section of the **policy** for any reason other than non payment of premium, administration, liquidation or insolvency; or
2. **you** merge or consolidate with another entity or other organisation or any party acquires more than 50% of your issued share capital or assets or the majority of **your** voting rights during the **period of insurance**,

you may make a request to **us** in writing for an extended notification period, which will be granted at **our** sole discretion. If **we** agree to such request, the extended notification period will be granted in accordance with the options stated below:

one-year period	200% of the annual premium for this section
two-year period	300% of the annual premium for this section
three-year period	400% of the annual premium for this section

If **we** agree to grant **you** an extended notification period, this section will remain in force but only in respect of any covered **claim, loss, investigation** or any other covered liability arising from any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place before the end of the original **period of insurance**.

This extended notification period is only available if **we** receive written notice of purchase from **you** and the premium is paid to **us** within 90 days following the end of the **period of insurance**.

If **you** do so, the first paragraph 1a. under **Your obligations** in this section will then be amended to:

- a. unless **you** notify **us** as soon as reasonably practicable of the following, and within the **period of insurance** or the extended notification period:

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity stated in the schedule.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium if **you** cancel the extended notification period before it ends.

We will not in any event agree to any request from **you** to purchase an extended notification period if:

1. cover under this section is continued solely as a result an extended notification period;
2. this section of the **policy** is replaced or succeeded by any other policy providing professional and legal liability cover or equivalent entity cover; or
3. this section or the **policy** is cancelled, other than by **you** on an anniversary date.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.

How much we will pay

The most **we** will pay for the total of all **claims, losses, investigations**, and any other covered liability including their **defence costs** and **legal representation costs** is the limit of indemnity stated in the schedule, irrespective of the number of **claims** made or **losses, investigations** or other covered liabilities arising.

Each **claim, loss, investigation** or other covered liability shall be treated as first made when **we** receive notice of the first **claim, loss, investigation** or other covered liability.

You must pay any relevant **excess** stated in the schedule.

Paying out the limit of indemnity

At any stage of a **claim, investigation** or any other covered liability, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim, loss, investigation** or other covered liability.

Dishonesty of employees	When we settle employee dishonesty loss under What is covered, 3. Additional covers, c. Dishonesty of employees, for losses perpetrated by any individual or group of individuals who own or control any shares in you or who are entitled to participate in your profits, the amount we pay will be reduced by proportion to such person or persons' share in your activities or entitlement to participate in your profits.
Special limits	All special limits below are included within, and not in addition to, the limit of indemnity stated on the schedule. The most we will pay in total for each item below is the corresponding amount stated in the schedule, regardless of the number of claims, losses, investigations or other covered liabilities:
Pollution defence costs and legal representation costs	1. pollution defence costs and legal representation costs;
Public relations expenses	2. public relations expenses;
Emergency defence costs	3. emergency defence costs;
Emergency legal representation costs	4. emergency legal representation costs;
Investigation mitigation costs	5. investigation mitigation costs;
Pre-investigation costs	6. pre-investigation costs;
Dishonesty of employees	7. employee dishonesty loss under What is covered, 3. Additional covers, c. Dishonesty of employees;
Court attendance compensation	8. court attendance compensation, including any court attendance compensation payable under any management liability section of this policy ; and
Loss of documents	9. losses under What is covered, 3. Additional covers, d. Loss of documents.

Your obligations

Notification	<ol style="list-style-type: none"> 1. We will not make any payment under this section: <ol style="list-style-type: none"> a. unless you notify us as soon as reasonably practicable of the following within the period of insurance or at the latest within 90 days after it expires for any problem you become aware of within the 30 days before expiry: <ol style="list-style-type: none"> i. your first awareness of any wrongful act that is likely to lead to a claim; ii. any claim or threatened claim against you; iii. any investigation into you; or iv. your first awareness of any act, omission or occurrence that is likely to lead to any other covered liability. 2. When dealing with a third party, you must not admit that you are liable for what has happened, or make any offer, deal or payment without our prior written agreement. If you do, we may reduce any payment we make under this policy by an amount equal to the detriment we have suffered as a result.
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Control of defence and payment under this section

You must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim, investigation**, or any other covered liability. **You** 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 the investigation, settlement or defence of any **claim, investigation**, or any other covered liability. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim, investigation**, or any other covered liability.

Where there is a dispute between **us** and **you** over cover, proposed settlement or continuing the defence of a **claim, investigation**, or any other covered liability, **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 will establish whether policy cover exists, defence of said **claim, investigation**, or any other covered liability will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

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

If a **claim, investigation**, or any other covered liability is made which is not wholly covered by this section or is also made against **you** and any other party which is not covered under this section, **we** and **you** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

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- a free online risk assessment for both HR and health and safety
- monthly e-newsletters, keeping you up-to-date with changes in the law

Available at an additional charge:

- advice helpline – when you register, you are entitled to one **free** call to the advice service of up to 30 minutes duration – just call 0870 626 0452. There is no further registration required for this.

The advice line is staffed by experienced advisors who will give you pragmatic guidance either by telephone or email. All advice given over the telephone is confirmed by email.

You are able to purchase additional time for just £95 plus VAT per hour, saving on solicitor's bills and reducing the risk of legal claims. All purchased unused time is saved for your next call and all advice given is confirmed by email.

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Logging on

To log on, visit <http://hiscox.businessshr.net>. Please note that you must use this website to log-on. If you have any difficulty logging on, please telephone 0845 213 8191.