

# RENEWAL SCHEDULE

Policy: HU PI6 9402341 (209)



## INSURANCE DETAILS

<b>Period of Insurance:</b>	From 01 February 2024 to 31 December 2024 both days inclusive
<b>Underwritten by:</b>	Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy
<b>General terms and conditions wording :</b>	11422 WD-HSP-UK-PSS-GTC(8) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below
<b>Payment Method :</b>	Payment by Monthly Direct Debit
<b>Endorsement Effective:</b>	01 February 2024

## INSURED DETAILS

<b>Insured :</b>	The British Mountaineering Council
<b>Address :</b>	177-179 Burton Road MANCHESTER M20 2BB
<b>Additional Insureds :</b>	For Additional Insureds refer to the Additional Insureds Section below.
<b>Business :</b>	Representative Body for mountaineering, ski mountaineering, hill walking in England, Wales and Property Owners. Route Setters

**CLAIMS DETAIL**

If you need to make a claim:

- For claims relating to buildings or contents please contact our claims team on : 0800 711 7156, available 8.30am – 5.30pm for household claims, 9.00am – 5.30pm for commercial claims, or contact your broker. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at

<https://claims.hiscox.co.uk/>

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if buildings, contents or travel cover is included in your policy. If cover is not held we may be able to support you on a pay and claim basis. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.

- If there is a claim (or potential claim) against you or the policyholder by a third party, you should contact your broker immediately. If this is not possible or you would prefer to contact us directly, please email us at [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com). If you need to speak to a member of the claims team urgently, please call our team on 0800 711 7156, available 9.00am – 5.30pm for commercial claims. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at <https://claims.hiscox.co.uk/>

You will need to provide your full name and contact details, the address and postcode where the claim has occurred, the policy reference and circumstances of the claim. For commercial claims, you will also need to provide the name of the business or organisation, and the address and postcode.

The Important information and contact details section below contains additional information specific to the covers applicable to your policy.

If you are unsure of who to contact please call our team on : 0800 711 7156, available 8.30am – 5.30pm for Household claims, 9.00am – 5.30pm for Commercial claims. They will ensure you get through to the correct claims team and let you know what actions you need to take.

**SPECIFIC LIMIT FOR PROFESSIONAL INDEMNITY**

<b>Section wording :</b>	11421 WD-HSP-UK-PSS-SP(4)
<b>Insurer:</b>	Hiscox Insurance Company Limited
<b>Limit of indemnity:</b>	£ 10,000,000
<b>Limit applies to :</b>	any one claim excluding defence costs
<b>Excess Applies to :</b>	each claim or loss excluding defence costs
<b>Geographical Limits :</b>	Worldwide
<b>Applicable Courts :</b>	Worldwide excluding claims brought in USA/Canada

**Business Activities**

Representative Body for mountaineering, ski mountaineering, hill walking in England, Wales and Property Owners. Route Setters

**Endorsements**

Removal of cover: financial services  
**6738.0** Amendment of cover: cyber claims and losses

**PUBLIC AND PRODUCTS LIABILITY**

**Section wording :** 11420 WD-HSP-UK-PSS-GL(9)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 5,000,000  
**Limit applies to :** Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.  
**Excess Applies to :** each and every claim for property damage only  
**Geographical Limits :** Worldwide  
**Applicable Courts :** Worldwide excluding claims brought in USA/Canada

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

Criminal proceedings £ 250,000 in the aggregate  
 Pollution £ 100,000

**Endorsements**

Addition of cover: abuse or molestation  
**6167.0** Public and products liability: retroactive date (PS SCH7)  
**6168.1** Public and products liability: specific abuse or molestation  
**6735.0** Removal of cover: cyber claims

**EMPLOYERS LIABILITY**

**Section wording :** 11412 WD-HSP-UK-PSS-EL(7)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 10,000,000  
**Limit applies to :** All claims and their defence costs which arise from the same accident or event  
**Geographical Limits :** Worldwide  
**Applicable Courts :** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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

Criminal defence costs	£ 100,000 in the aggregate
Criminal proceedings	£ 250,000 in the aggregate
Terrorism	£ 5,000,000 in the aggregate

**Endorsements**

- 3040.0** Employers' Liability Tracing Office (ELTO) and your data
- 3121.0** Employers liability insurance - mandatory information required
- 6734.0** Confirmation of cover: cyber claims

**MANAGEMENT LIABILITY - DIRECTORS AND OFFICERS LIABILITY**

- Section wording :** 11417 WD-HSP-UK-PSS-DOT(9)
- Insurer:** Hiscox Insurance Company Limited
- Limit of indemnity:** £ 10,000,000
- Limit applies to :** in the aggregate including costs
- Geographical Limits :** Worldwide excluding the USA/Canada
- Applicable Courts :** Worldwide excluding claims brought in USA/Canada

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

Bail costs	£ 250,000 or 10% of the total limit for this section, whichever is the less
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**Additional cover** (in addition to the overall limit/amount insured above)

Additional defence costs	£ 250,000 in aggregate during any one period of insurance
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**Endorsements**

- 705.6** Prior and pending litigation date
- 3215.0** Amendment of cover: cyber claims (DO)
- 3216.0** Amendment of cover: breach of professional duty (DO)
- 5002.0** Retroactive date (D&O and CLL only and PS SCH7)

**CRISIS CONTAINMENT****Section wording :** 9809 WD-PIP-UK-CRI(2)**Insurer:** Hiscox Insurance Company Limited**Limit of indemnity:** £ 25,000**Limit applies to :** per crisis and in the aggregate**Geographical Limits :** The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland**Special limits** (included within and not in addition to the overall limit/amount insured above)

Outside working hours discretionary crisis mitigation costs £ 2,000

**Endorsements****9003.0** Crisis containment provider: Hill & Knowlton

**ADDITIONAL INSUREDS**

Affiliated Clubs, whether incorporated or unincorporated: Covered on the same basis as the Insured.

Club Hut Trusts: Covered on the same basis as the Insured.

Members affiliated to the BMC: Covered on a different basis to the Insured.

<b>Cover</b>	<b>Insurer</b>	<b>Coverage</b>
Professional indemnity	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
Public and products liability	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
Employers' liability	Hiscox Insurance Company Limited	Not Covered
Directors and officers liability	Hiscox Insurance Company Limited	Not Covered
Crisis containment	Hiscox Insurance Company Limited	Not Covered

Mountain Heritage Trust: Covered on the same basis as the Insured.

United Kingdom

**ADDITIONAL INSUREDS**

Mountain Training England: Covered on the same basis as the Insured.  
United Kingdom

Mountain Training Limited: Covered on the same basis as the Insured.  
United Kingdom

Mountain Training UK & Ireland Limited: Covered on the same basis as the Insured.

**CERTIFICATE**  
Policy: HU PI6 9402341 (209)



**Certificate of professional indemnity insurance**

Insured name:	The British Mountaineering Council and all subsidiary companies		
Address:	177-179 Burton Road MANCHESTER		
Postcode:	M20 2BB	Country:	United Kingdom
Policy number:	9402341		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	From 01 February 2024 to 31 December 2024 both days inclusive		
Retroactive date:	Not applicable		
Limit of indemnity:	£ 10,000,000		
Additional insureds:	Affiliated Clubs, whether incorporated or unincorporated, Club Hut Trusts, Mountain Training England, Mountain Training Limited, Mountain Heritage Trust, Members affiliated to the BMC, Mountain Training UK & Ireland Limited		

Signed on behalf of Hiscox Underwriting Limited as agent for the insurers

A handwritten signature in black ink, appearing to read "Jon Dye".

**Jon Dye**  
CEO, Hiscox UK

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.



**CERTIFICATE**  
Policy: HU PI6 9402341 (209)



**Certificate of Public and products liability insurance**

Insured name:	The British Mountaineering Council		
Address:	177-179 Burton Road MANCHESTER		
Postcode:	M20 2BB	Country:	United Kingdom
Policy number:	9402341		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	From 01 February 2024 to 31 December 2024 both days inclusive		
Limit of indemnity:	£ 5,000,000		
Additional insureds:	Affiliated Clubs, whether incorporated or unincorporated, Club Hut Trusts, Mountain Training England, Mountain Training Limited, Mountain Heritage Trust, Members affiliated to the BMC, Mountain Training UK & Ireland Limited		

Signed on behalf of Hiscox Underwriting Limited as agent for the insurers

**Jon Dye**  
CEO, Hiscox UK

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.



**Policy: HU PI6 9402341 (209)**

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**The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:**

**Professional indemnity: endorsements**

<b>Clause</b>	<b>Removal of cover: financial services</b> <b>We will not make any payment for any claim or loss directly or indirectly due to any activity regulated by the Financial Conduct Authority (or any successor regulator) as described or defined in the Financial Services and Markets Act 2000, including any similar or successor legislation or regulations.</b>
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Clause 6738.0

**Amendment of cover: cyber claims and losses**

A. Additional definitions

The following are added to **Special definitions for this section**:

**Computer or digital technology**

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

**Computer or digital technology error**

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

**Cyber attack**

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or **computer or digital technology**, including but not limited to any:

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

### Hacker

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

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

### Personal data

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

### Social engineering communication

Any request directed to **you** or someone on **your** behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

### B. Changes to What is covered

**What is covered, Claims against you**, negligence or breach of a duty of care in connection with the transmission of a computer **virus** or a denial of service attack, is deleted.

**What is covered, Your own losses**, Dishonesty of your employees, sub-contractors and outsourcers, is deleted.

**What is covered, Your own losses**, Loss of documents, is amended to read as follows:

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it.

C. Additional exclusions

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. **cyber attack;**
- b. **hacker;**
- c. **social engineering communication;**
- d. fear or threat of a. to c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any **computer or digital technology error**.

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.

**We** will not make any payment for any claim or part of a claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**. However, this does not apply to any covered claim or part of a covered claim made against **you** by a client which arises directly from **your** performance of a **business activity** for that client and which is not otherwise excluded by this **endorsement**. The most **we** will pay is the lesser of:

1. £250,000; or
2. The overall limit of indemnity shown on the schedule,

for the total of all such claims and losses, including their **defence costs**, regardless of the number of claims or losses. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

D. Changes to How much we will pay

All references to **your** own losses arising from dishonesty are deleted from **How much we will pay**, **Special limits**, Aggregate limit for dishonesty, physical damage and injury.

E. Changes to Control of defence

**Control of defence** is amended to read as follows:

**We** have the right, but not the obligation, to take control of and conduct in **your** name the investigation, settlement or defence of any or any part of a claim.

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

Appointment of legal representation

**We** have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of **our** choosing to deal with the claim.

Partially covered claims

**We** will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against **you** and any other party who is not covered under this section, then at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

**We** will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any claim. However, **we** will not pay any **defence costs** in connection with any claim or part of a claim which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full limit of indemnity

**We** will have no further duty to indemnify **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, or if the overall limit of indemnity stated in the schedule has been exhausted.

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.

Disputes

For the purposes of **Control of defence** in this section of the **policy**, the **General condition** within the **General terms and conditions** which provides for the resolution of disputes arising out of or relating to this insurance by arbitration, is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England & Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

Public and products liability: endorsements

Clause

**Addition of cover: abuse or molestation**

**What is covered**, Claims against you is amended to read as follows:

If during the **period of insurance**, and as a result of **your activities** on or after the **retroactive date**, any party brings a claim against **you** for:

- a. **bodily injury or property damage**, other than **abuse and molestation**, occurring within the **geographical limits**; or
- b. **personal injury or denial of access** committed within the **geographical limits**,

**we** will indemnify **you** against the sums **you** have to pay as compensation. This includes a claim against any employee, volunteer or **member of yours** when they are acting on **your** behalf in whatever capacity.

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 **abuse or molestation**, **we** will indemnify **you** against the sums **you** have to pay as compensation. This includes a claim against any employee or volunteer of yours when they are acting on **your** behalf in whatever capacity, although **we** will not in any event provide cover to any party who actually commits, condones or ignores any **abuse or molestation**.

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

**What is not covered** 15. is deleted.

The following is added to **How much we will pay, Special limits**:

Abuse or molestation

For claims arising directly or indirectly from **abuse or molestation**, the most **we** will pay is £5,000,000 for the total of all such claims, including **defence costs**.

Clause 6167.0

**Public and products liability: retroactive date (PS SCH7)**

**We** will not make any payment for any claim or loss arising from **your business** performed before 01/01/1985.





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Clause	6168.1	<b>Public and products liability: specific abuse or molestation</b> <b>We</b> will not make any payment for any claim for <b>abuse or molestation</b> arising from <b>your activities</b> performed before 01/01/1985.
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**Clause 6735.0****Removal of cover: cyber claims**

The following are added to **Special definitions for this section**:

**Computer or digital technology**

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

**Computer or digital technology error**

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

**Cyber attack**

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or **computer or digital technology**, including but not limited to any:

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

### Hacker

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

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

### Personal data

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

The following is added to **What is not covered**:

#### Cyber incidents

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

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

#### Personal data

**We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.



**Employers' liability: endorsements**

<b>Clause</b>	<b>3040.0</b>	<b>Employers' Liability Tracing Office (ELTO) and your data</b> <p><b>Your policy</b> 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.</p> <p>You can find out more:</p> <ul style="list-style-type: none"><li>- from <b>your</b> insurance adviser (if <b>you</b> have one); or</li><li>- by contacting <b>us</b>; or</li><li>- at <a href="http://www.elto.org.uk">www.elto.org.uk</a>.</li></ul>
<b>Clause</b>	<b>3121.0</b>	<b>Employers liability insurance - mandatory information required</b> <p><b>You</b> must provide <b>us</b> with the following information for each entity insured under this section of the <b>policy</b>:</p> <ol style="list-style-type: none"><li>1. Employer name; and</li><li>2. Full address of employer including postcode; and</li><li>3. HMRC Employer Reference Number (ERN).</li></ol> <p>If any insured entity does not have an ERN, <b>you</b> must provide <b>us</b> with one of the following reasons:</p> <ol style="list-style-type: none"><li>a. The entity has no employees; or</li><li>b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or</li><li>c. The entity is not registered in England, Wales, Scotland or Northern Ireland.</li></ol> <p><b>You</b> must inform <b>us</b> immediately of any changes to the above information. This information is required by <b>us</b> to enable compliance with mandatory regulatory requirements for Employers' liability insurance.</p>
<b>Clause</b>	<b>6734.0</b>	<b>Confirmation of cover: cyber claims</b> <p>The following is added to <b>What is covered</b>:</p> <p>Cyber claims</p> <p><b>We</b> will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.</p>



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**Directors and officers liability: endorsements**

<b>Clause</b>	<b>705.6</b>	<b>Prior and pending litigation date</b>
		Prior and pending litigation date: 01/01/17

**Clause 3215.0****Amendment of cover: cyber claims (DO)**

The following are added to **Special definitions for this section**:

**Computer or digital technology**

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

**Cyber attack**

Any digital attack or interference, whether by a **hacker** or otherwise, designed to disrupt access to, the operation of or cause damage to any data or **computer or digital technology**, including but not limited to any:

1. **programs** designed to damage, disrupt, extract data from, or gain unauthorised access to **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
2. denial of service attack or distributed denial of service attack.

**Data subject**

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

**Hacker**

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

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

**Personal data**

Any information about an individually identifiable natural person, 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.

**Social engineering communication**

Any request directed to **you** or someone on **your** behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

**Unintentional error**

Any error or omission by anyone that was not intentional or deliberate.

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

Loss of data resulting from a cyber incident

**We** will pay on behalf of any **insured person** the **loss** arising from a **claim** against that **insured person**, including any **claim** by any **data subjects** relating to **personal data**, where any such **claim** is based upon, attributable to or arising from any loss or misuse of data as a direct result of a **cyber attack**, a **hacker** or that **insured person's** own unintentional error. **We** will not cover **defence costs** in relation to such **claims**.

The following is added to **What is not covered:**

**We** will not make any payment for any **claim, loss** or **investigation** based upon, attributable to or arising out of any:

- a. **cyber attack**;
- b. **hacker**;
- c. **unintentional computer error** in or affecting any **computer or digital technology**;
- d. **social engineering communication**; or
- e. **claims** by any **data subjects** relating to **personal data** arising from a. to d. above.

This exclusion does not apply to any **claim**:

- i. covered under **What is covered, Additional covers**, Loss of data resulting from a cyber incident; or
- ii. brought by **you**, any shareholder or creditor of **yours** or any **insured person**, directly due to the **insured person's** management of or response to a. to d. above.

Where a **claim** is covered under i. and ii. above, **we** will treat the **claim** as covered under i. **We** will not cover **defence costs** in relation to such **claims**.



The following is added to **How much we will pay**:

The most **we** will pay under **What is covered, Additional covers**, Loss of data resulting from a cyber incident, is the lesser of:

1. £250,000; or
2. the overall limit of indemnity shown on the schedule,

for the total of all such **claims** and **losses**, including **defence costs**, regardless of the number of **claims** or **losses**. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

Clause 3216.0

**Amendment of cover: breach of professional duty (DO)**

**What is not covered**, Breach of professional duty, is amended to read as follows:

Breach of duty to customers

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

- a. **legal representation costs** or any insurable civil fines or penalties associated with an **investigation** resulting from the **claim**;
- b. any **health and safety/manslaughter claim**; or
- c. 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.

Clause 5002.0

**Retroactive date (D&O and CLL only and PS SCH7)**

**We** will not make any payment for any **claim, loss or investigation** based upon, attributable to or arising out of any **wrongful act** committed or attempted or alleged to have been committed or attempted before 01/01/1985.

**Crisis containment: endorsements****Clause 9003.0****Crisis containment provider: Hill & Knowlton****Crisis line contact number (24 hours):** +44(0)800 8402783 / +44 (0)1206 711796**Crisis containment provider:** Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

If **you** first become aware of a **crisis** outside of **working hours**, **you** must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.

**Endorsements which apply to whole policy**

<b>Clause</b>	<b>603.1</b>	<b>Commercial assistance and legal advice helpline</b> <p>This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.</p> <p>This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:</p> <ul style="list-style-type: none"><li>• Employment</li><li>• Prosecutions</li><li>• Discrimination in the workplace</li><li>• Health &amp; safety</li><li>• European law</li></ul> <p><b>Helpline number:</b> +44 (0)800 840 2269 <b>Helpline hours:</b> 24 hours a day, 7 days a week</p> <p>This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.</p>
<b>Clause</b>	<b>6653.0</b>	<b>Special condition: survey requirements clause</b> <p>This insurance is subject to a satisfactory survey of <b>your</b> premises which <b>we</b> will arrange.</p> <p><b>We</b> will insure <b>you</b> in accordance with the terms and conditions of this <b>policy</b> from the start of the <b>period of insurance</b> until the date <b>we</b> inform <b>you</b> of the results of the survey. If <b>we</b> find the results of the survey to be satisfactory, this insurance will continue without any change being made to the terms and conditions of the <b>policy</b> at that time. However if <b>we</b> find the results to be unsatisfactory <b>we</b> may change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must comply with. In addition <b>we</b> retain <b>our</b> right to cancel this insurance at any time in accordance with <b>General condition 7</b> within the <b>General terms and conditions</b> of the <b>policy</b>.</p>

**Clause 6727.0****Additional definitions: cyber**

The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of **your policy**.

**Computer or digital technology**

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

**Computer or digital technology error**

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

**Cyber attack**

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or **computer or digital technology**, including but not limited to any:

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

**Hacker**

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

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

**Program(s)**

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

Clause

**Amendment of cover: long term agreement**

As used in this **endorsement**:

1. **Long term agreement** shall mean an agreement between **you** and **us** for a specified period of time. For the duration of the agreement **we** agree to leave unchanged **your annual premiums**. In return, **you** agree to renew the **policy** with **us** each year for the duration of the agreement at the amounts set out in the **annual premiums**.
2. **Annual premiums** shall mean:
  - a. 1 February 2024 to 31 December 2024: £532,125; and
  - b. 1 January 2025 to 31 December 2025: £709,500.These premiums do not include any Insurance Premium Tax.
3. **Annual renewal date** shall mean 1 January 2025.
4. **Claims payments and costs** shall mean the total of the following, in respect of the **policy** during the preceding 12 months:
  - a. claims and losses paid by **us**;
  - b. legal costs and expenses incurred; and
  - c. new reserves and increases in reserves.
5. **Premium income** shall mean the total of the net premiums and any additional premiums, net of any returned premiums for the **policy** during the preceding 12 months.

**We** and **you** agree that the **policy** is subject to a **long term agreement** between 1 February 2024 and 31 December 2025, both dates inclusive, provided that:

1. **you** agree to pay the relevant **annual premiums**;
2. at the **annual renewal date** the **claims payments and costs** do not exceed 30% of the **premium income**;
3. there are no changes in circumstances, including to **your activities** or to the **policy** limits during the **period of insurance** which may materially affect this **policy**;
4. this **policy** passes all sanctions criteria;
5. there is no breach of any licensing threshold or regulation applicable to this **policy**;
6. there are no changes to Insurance Premium Tax during the period of the **long term agreement**;
7. there is no change to **our** reinsurance arrangements that materially affect the risks insured under the **policy**;
8. the limit of indemnity for the Management liability – trustees, directors and individual officers' liability section will be reduced to £5,000,000 in the aggregate with effect from 1 January 2025; and

9. **we** and **you** agree that if at the **annual renewal date you** do not agree to renew the **policy** with **us** and pay the corresponding **annual premium**, **you** will pay **us** an additional premium of £59,125, excluding Insurance Premium Tax in respect of the period 1 February 2024 to 31 December 2024. This amount will be payable no more than 60 days after **you** provide written instructions that **you** do not intend to renew the **policy**.

This **long term agreement** does not apply to any of the following sections of the **policy**, if the schedule shows that **you** have purchased cover under that section:

- a. Legal protection;
- b. Terrorism extension; and
- c. Property – equipment breakdown.

Clause	Business description
	<p><b>BMC - Declared activities:</b> Executive, operational and administrative activities, including advice, sport development and welfare policies (professional indemnity liabilities arising out of the sale of Travel Insurance are covered by a separate insurance)</p>
	<p><b>Mountaineering activities:</b> Winter and summer mountaineering, ski mountaineering, ski touring, scrambling and via ferrata, rock climbing, bouldering, climbing on artificial climbing walls (indoor and outdoor, including competition climbing), using climbing specific training apparatus (campus and finger boards) in public climbing wall facilities, route setting, abseiling, hill walking, low-level walking, guided walks, fell and mountain running, navigation, orienteering, gorge-walking, canyoning and camping, Tyrolean traversing, coasteering, slack lining, emergency first aid in the outdoors and dry tooling</p> <p>Club members are covered for these activities whether undertaken as part of a club meet or on an individual / personal basis</p>
	<p><b>Secondary activities (i.e. activities which are not the main activities of the club):</b></p> <p>Include cycling, mountain biking, canoeing, kayaking, caving and potholing (excluding the use of explosives and underwater exploration), mine, exploration of an existing mine subject to the appropriate legal permissions and not for purposes of 'developing' or 'mining' the existing mine.</p>



**Clause**

**Using your personal information**

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

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

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

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



**Policy: HU PI6 9402341 (209)**

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**INFORMATION ABOUT US**

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

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

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**Insurers**

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

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



## 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.

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### Our promise to you

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

**Steve Langan**  
CEO, Hiscox Insurance Company

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### Complaints procedure

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

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

By telephone on 0800 1164627 or +44 (0) 1904 681198  
By email at [customer.relations@hiscox.com](mailto: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](http://www.financial-ombudsman.org.uk).

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

## General terms and conditions

- 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.

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

<b>General conditions</b>	The following conditions apply to the whole of this <b>policy</b> . Any other conditions are shown in the section to which they apply.
Presentation of the risk	1. In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> 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 <b>you</b> (including <b>your</b> 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 <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid. b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows: i. if <b>we</b> would not have provided this <b>policy</b> , <b>we</b> may treat it as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> . <b>We</b> will refund any premiums <b>you</b> have paid; or ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b> . This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect.
Change of circumstances	3. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> (a material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance). <b>We</b> may then change the terms and conditions of this <b>policy</b> or cancel it in accordance with the Cancellation condition.
If you fail to notify us of a change of circumstances	4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to: i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b> ; or ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing us with information in relation to a change of circumstances; <b>we</b> may treat this <b>policy</b> 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. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid. b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to

## General terms and conditions

a change of circumstances, but that **you** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:

- i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
- ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

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

## General terms and conditions

- 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.

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### General claims conditions

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

#### Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section; and
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
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.

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**Special definitions  
for this section****Membership dispute**

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

**You/your**

Also includes any director, employee, **member**, volunteer, general partner, trustee or committee member of **yours** whilst acting on **your** behalf.

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**What is covered****Claims against you**

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:

- a. negligence or breach of a duty of care;
- b. negligent misstatement or negligent misrepresentation;
- c. infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off;
- d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
- e. dishonesty of **your** individual partners, directors, employees, trustees, committee members or self-employed freelancers directly contracted to **you** and under **your** supervision;
- f. any other civil liability unless excluded under **What is not covered** below;

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

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

**Avoiding a potential claim  
against you**

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 **you** 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.

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 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****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. <b>We</b> will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b> , including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company.
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Consequential loss	3. <b>your</b> 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.

For lost, damaged or destroyed documents, information or data, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing them.

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**.

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

**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:

- 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.



## Sport recreation and leisure liability – professional indemnity

Policy wording

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.

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### 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.

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

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**Special definitions  
for this section**

<b>Abuse or molestation</b>	<b>Bodily injury</b> directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> or any <b>member</b> to perform the function or serve the purpose for which it was intended.
<b>Member</b>	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"> <li>a. an officially registered member of <b>yours</b>; or</li> <li>b. a prospective member of <b>yours</b>, participating in <b>your activities</b>, under <b>your</b> supervision.</li> </ul> at the time that the <b>bodily injury</b> or <b>property damage</b> was alleged to have occurred or the <b>personal injury</b> or <b>denial of access</b> was alleged to have been committed.
<b>Personal injury</b>	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.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> or any <b>member</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You/your</b>	Also includes any director, employee, volunteer, general partner, trustee or committee member of <b>yours</b> while acting on <b>your</b> behalf.

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**What is covered**

Claims against you	If during the <b>period of insurance</b> , and as a result of <b>your activities</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b> , any party first brings a claim against <b>you</b> for: <ul style="list-style-type: none"> <li>a. <b>bodily injury</b> or <b>property damage</b> occurring within the <b>geographical limits</b>; or</li> <li>b. <b>personal injury</b> or <b>denial of access</b> committed within the <b>geographical limits</b>;</li> </ul> <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation. <b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.
Claims against members	If, as a result of <b>your activities</b> , any party brings a claim, which falls within the scope of <b>What is covered</b> , Claims against you, against a <b>member</b> , <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such <b>member</b> that <b>we</b> would have made to <b>you</b> , provided that the <b>member</b> to be indemnified: <ul style="list-style-type: none"> <li>a. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>b. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it; and</li> </ul>

	<p>c. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</p> <p>This includes a claim brought by another <b>member</b>, but not a claim brought by the insured named in the schedule or, if applicable, any <b>additional insured</b>.</p>
Criminal proceedings costs	<p>If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> or any employee of <b>yours</b>.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your members</b>, directors, partners or trustees against legal liability as a result of <b>bodily injury, property damage or personal injury</b> 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 <b>your activities</b> other than:</p> <p>a. where indemnity arises out of the ownership or occupation of land or buildings;</p> <p>b. where indemnity is provided by any other insurance.</p>
Claims against principals	<p>If, as a result of <b>your activities</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against any party with whom <b>you</b>, or any <b>member</b> has, entered into a contract or agreement in connection with <b>your activities</b> and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b> or such <b>member</b>, provided that the party to be indemnified:</p> <p>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</p> <p>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</p> <p>c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</p> <p>d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</p>
Motor contingent liability	<p>If any party first brings a claim against <b>you</b> or any <b>member</b> during the <b>period of insurance</b> for <b>bodily injury</b> and or <b>property damage</b> arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with <b>your activities</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will not make any payment for any claim:</p> <p>a. arising from any mechanically propelled vehicle or any trailer attached to it which is:</p> <p>i. owned by <b>you</b>; or</p> <p>ii. loaned, leased, hired or rented to <b>you</b>; or</p> <p>iii. provided by <b>you</b>; or</p> <p>iv. being driven by <b>you</b>.</p> <p>b. for <b>property damage</b> to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;</p> <p>c. arising from the vehicle being driven by <b>you</b> or any person who to <b>your</b> knowledge or that of <b>your</b> representatives does not hold a licence to drive the vehicle;</p> <p>d. more specifically insured under another insurance policy.</p>
Data Protection Act	<p><b>We</b> will indemnify <b>you</b> or any <b>member</b> against such party's liability under Section 13 of the Data Protection Act 1998 in connection with personal data held in connection with <b>your activities</b> but <b>we</b> will not make any payment for:</p> <p>a. any liability where <b>you</b> are, or any <b>member</b> is, entitled to indemnity under any other insurance;</p> <p>b. any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data;</p> <p>c. any claim arising from circumstances that <b>you</b> or any <b>member</b> knew about or ought reasonably to have known about prior to the inception of this <b>policy</b>.</p>

Extended notification period	<p>If <b>we</b> do not offer renewal terms to <b>you</b> for this <b>policy</b> for reasons other than <b>your</b> non-compliance with any of the terms and conditions of this <b>policy</b>, <b>we</b> will extend the period in which <b>you</b> can notify <b>us</b> of claims for an additional 12 month period beginning at the end of the <b>period of insurance</b>.</p> <p>The limit of indemnity for this extended notification period will be part of, and not in addition to, the limit of indemnity shown in your schedule.</p> <p>We will not make any payment for any claim or loss where:</p> <ul style="list-style-type: none"> <li>a. the incident that led to the claim occurred after the end of the <b>period of insurance</b>; or</li> <li>b. indemnity is provided by any other policy.</li> </ul>
Defamation	<p>If, during the <b>period of insurance</b>, any party brings a claim against <b>you</b> or any <b>member</b> for defamation in connection with <b>your activities</b> on or after the <b>retroactive date</b> within the <b>geographical limits we</b> will indemnify <b>you</b> against the sums <b>you</b> or such <b>member</b> has to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p> <p><b>We</b> will not make any payment for defamation:</p> <ul style="list-style-type: none"> <li>a. for any claim which arises out of circumstances notified to <b>your</b> previous insurers or which are known to <b>you</b> at inception;</li> <li>b. for any claim which arises out of any statement which <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication;</li> <li>c. for any claim brought outside the United Kingdom and Northern Ireland.</li> </ul>
<b>Additional cover</b>	
Court attendance compensation	<p>If any person within the definition of <b>you</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day that their attendance is required by <b>our</b> solicitor.</p>

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**What is not covered**

Property for which you are responsible	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p> <ul style="list-style-type: none"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to: <ul style="list-style-type: none"> <li>a. employees or visitors vehicles or effects while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your activities</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement.</li> </ul> </li> <li>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft 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.</li> </ul> <p>This does not apply to:</p> <ul style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the loading or unloading of any vehicle off the highway;</li> <li>c. any claim covered under <b>What is covered</b>, Motor contingent liability.</li> </ul>
Injury to employees	<ul style="list-style-type: none"> <li>3. <b>bodily injury</b> to any person arising out of and in the course of their employment under a contract of service or apprenticeship with <b>you</b>.</li> </ul>
Pollution	<ul style="list-style-type: none"> <li>4. a. i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or</li> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> </ul>

	b.	any <b>pollution</b> occurring in the United States of America or Canada.
Computer virus	5.	transmission of a computer <b>virus</b> .
Professional advice	6.	designs, plans, specifications or formulae provided by <b>you</b> for a fee.
Your products	7.	the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.
	8.	a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b> ; b. any <b>products</b> 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 <b>products</b> .
Inefficacy	9.	<b>inefficacy</b> .
Deliberate or reckless acts	10.	any act, breach, omission or infringement <b>you</b> 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	11.	<b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	12.	<b>date recognition</b> .
War, terrorism and nuclear	13.	<b>war, terrorism or nuclear risks</b> .
Asbestos	14.	<b>asbestos risks</b> .
Abuse	15.	<b>abuse or molestation</b>
Prior activities	16.	any of <b>your activities</b> performed before the <b>retroactive date</b> .
	17.	<b>your</b> liability where <b>you</b> have performed as, or where <b>you</b> are deemed in law to be, a tour operator, travel agent, travel facilitator or travel organiser.
	18.	any physician, surgeon or dentist providing medical diagnosis, prescription, treatment or advice.
	B.	<b>We</b> will not make any payment for:
Restricted recovery rights	1.	that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2.	fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	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 <b>you</b> resulting from <b>activities you</b> undertake in any country outside the <b>geographical limits</b> .

### 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.

**You** must pay the **excess** for each claim.

### Special limits

Products	For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> , including any claims forming part of a series of other claims regarded as one claim under this section. The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount shown in the schedule. <b>You</b> must pay the relevant <b>excess</b> 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 <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Claims against members	For claims against <b>members</b> , <b>we</b> will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited elsewhere in <b>How much we will pay</b> . <b>We</b> will also pay for <b>defence costs</b> .  The <b>member</b> must pay the relevant <b>excess</b> shown in the schedule.
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend all criminal proceedings brought during the <b>period of insurance</b> is the amount shown in the schedule.
Paying out the limit of indemnity	At any stage <b>we</b> can pay <b>you</b> or any <b>member</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .

### Additional cover

Court attendance compensation	<p><b>We</b> will pay <b>you</b> the following compensation for each day, or part day:</p> <table border="0"> <tr> <td style="padding-right: 20px;">1. <b>you</b> or <b>your</b> partner or director</td> <td>£500</td> </tr> <tr> <td>2. any other employee</td> <td>£250</td> </tr> </table> <p>The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.</p>	1. <b>you</b> or <b>your</b> partner or director	£500	2. any other employee	£250
1. <b>you</b> or <b>your</b> partner or director	£500				
2. any other employee	£250				

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## Your obligations

If a problem arises	<ol style="list-style-type: none"> <li>1. <b>We</b> will not make any payment under this section unless: <ol style="list-style-type: none"> <li>a. <b>you</b> or any <b>member</b> notify <b>us</b> promptly of the following within the <b>period of insurance</b>, or at the latest within 14 days after it expires for any circumstance <b>you</b> or the <b>member</b> first become aware of in the seven days before expiry: <ol style="list-style-type: none"> <li>i. <b>your</b> or the <b>member's</b> first awareness of any circumstance which is likely to lead to a claim against <b>you</b> or the <b>member</b>.  If <b>we</b> accept the notification, <b>we</b> will regard any subsequent claim as notified to this insurance;</li> <li>ii. any claim or threatened claim against <b>you</b> or any <b>member</b>.</li> </ol> </li> <li>b. <b>you</b> or any <b>member</b> notify <b>us</b> within seven days of a claim or anything which may give rise to a claim under this section, arising out of <b>bodily injury</b>. At <b>our</b> request, <b>you</b> or the <b>member</b> must confirm the facts within 30 days with as much information as is available.  <b>You</b> or the <b>member</b> should make this notification directly to <b>us</b> (and <b>your</b> insurance adviser) by telephoning 01206 773 899, ensuring <b>you</b> quote <b>your policy</b> number.</li> </ol> </li> </ol>
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- c. **you** or any **member** notify us as soon as practicable of:
  - i. the discovery by **you** or any **member** that **products** are defective;
  - ii. any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your** client or a third-party, **you** or any **member** must not admit liability for what has happened or make any offer, deal or payment, unless **you** or the **member** 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.

Correcting problems

**You** or any **member** must take reasonable steps to remedy or rectify, at **your** or their own expense, any defect or failure in the goods or services supplied to a client, customer or distributor. If this is not done, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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**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.

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### Special definitions for this section

<b>Bodily injury</b>	Death or any bodily or mental injury or disease.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Employee</b>	<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 <b>you</b> in connection with <b>your activities</b> who is:</p> <ul style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed and working on a labour-only basis under <b>your</b> control or supervision;</li><li>d. engaged by labour only sub-contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary helper whether in employment or not.</li></ul>
<b>Terrorism</b>	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.

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### What is covered

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



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## Your obligations

If a problem arises

1. **We** will not make any payment under this section unless:
  - a. **you** notify **us** within 7 days of anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
  
**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:  
  
By email to: liability.claims@hiscox.com; or  
  
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.
  - b. **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your employee** or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

**Employer's liability tracing office (ELTO) – mandatory information required**

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

1. employer name; and
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 provide **us** with one of the following reasons:

- 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 **we** do not receive the required information **we** may cancel **your policy**.

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## 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.

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## 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.

## 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 other than:
  - a. any company registered outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland; 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 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.

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 a **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary**:

1. is not domiciled in the United States of America; or
2. does not trade any of its **securities** on any United States of America exchange;

## Management liability – trustees, directors and individual officers’ liability

### Policy wording

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.

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### What is covered

Claims against an insured person	<b>We</b> will pay on behalf of any <b>insured person</b> the <b>loss</b> arising from a <b>claim</b> against any <b>insured person</b> for any <b>wrongful act</b> within the <b>geographical limits</b> .
Charitable body, incorporated club or company reimbursement	<b>We</b> will pay on <b>your</b> behalf the <b>loss</b> which <b>you</b> are legally obliged or permitted to pay on behalf of an <b>insured person</b> arising from a <b>claim</b> against an <b>insured person</b> for a <b>wrongful act</b> within the <b>geographical limits</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.  If <b>you</b> are permitted or obliged to provide such payment but fail to do so for any reason other than <b>your</b> insolvency, <b>we</b> will pay the amount of the <b>claim</b> less the relevant <b>excess</b> regardless of whether <b>you</b> advanced payment or indemnified an <b>insured person</b> for such <b>loss</b> .
Health and safety/ manslaughter	<b>We</b> will pay on <b>your</b> behalf <b>loss</b> which <b>you</b> are legally obliged or permitted to pay on behalf of an <b>insured person</b> arising from a <b>health and safety/manslaughter claim</b> , including any equivalent legislation in any other jurisdiction, against an <b>insured person</b> for a <b>wrongful act</b> within the <b>geographical limits</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Extradition proceedings	<b>We</b> will pay on <b>your</b> behalf the <b>loss</b> arising from any <b>extradition proceeding</b> against any <b>insured person</b> during the <b>period of insurance</b> .
Employment	<b>We</b> will pay on behalf of any <b>insured person</b> the <b>loss</b> arising from an <b>employment claim</b> during the <b>period of insurance</b> brought by a current, former or potential <b>employee</b> of <b>yours</b> .  This cover does not apply if the <b>insured person</b> is covered under the <b>Management liability – employment practices liability</b> section of this policy.
Outside entity	<b>We</b> will also indemnify the <b>insured person</b> against the sums that person has to pay as <b>loss</b> for a <b>claim</b> arising directly from any <b>wrongful act</b> the <b>insured person</b> commits in their capacity as a director or officer of an <b>outside entity</b> , provided that the <b>insured person</b> acts in that capacity at <b>your</b> specific written request and the <b>claim</b> does not arise from a <b>wrongful act</b> committed after the <b>insured person</b> ceased to act in this capacity. However, <b>we</b> will only pay in excess of any indemnity provided by the <b>outside entity</b> to its directors or officers and any other insurance available to its directors and officers.
Pension or employee benefit schemes	<b>We</b> will pay on behalf of any <b>insured person</b> the <b>loss</b> in respect of a <b>claim</b> arising from an <b>insured person’s</b> operation or administration of any pension or employee benefit scheme or trust fund of <b>yours</b> .
Pollution	<b>We</b> will pay on behalf of any <b>insured person</b> the <b>loss</b> in respect of a <b>claim</b> arising from <b>pollution</b> .
Representation costs	<ol style="list-style-type: none"><li><b>We</b> will pay on behalf of any <b>insured person</b> the <b>legal representation costs</b> arising from an <b>investigation</b> first notified as being required during the <b>period of insurance</b>.</li><li><b>We</b> will pay on <b>your</b> behalf the <b>legal representation costs</b> arising from an <b>investigation</b> against an <b>insured person</b> which <b>you</b> are legally obliged or permitted to pay on behalf of the <b>insured person</b> first notified as being required during the <b>period of insurance</b>.</li></ol>
Bail costs	<b>We</b> will pay on behalf of any <b>insured person</b> <b>bail costs</b> arising from a <b>claim</b> against an <b>insured person</b> for a <b>wrongful act</b> within the <b>geographical limits</b> .

### Additional cover

Additional defence costs	In the event that the limit of indemnity for this section is exhausted <b>we</b> will pay for additional <b>defence costs</b> up to the amount stated in the schedule, provided that the <b>insured person</b> has previously not been the subject of a <b>claim</b> for a <b>wrongful act</b> or series of <b>wrongful acts</b> that led to the exhaustion of the limit of indemnity for this section.  This additional cover applies to the payment of <b>defence costs</b> only.
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## 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"> <li>a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any <b>insured person</b>;</li> <li>b. an act intended to secure or which does secure a personal profit or advantage to which any <b>insured person</b> was not legally entitled;</li> <li>c. an act intended to secure or which does secure a profit for any other company or organisation where an <b>insured person</b> is a director, partner, officer, trustee or employee of such company.</li> </ul> <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an <b>insured person</b> that such act did occur. <b>We</b> 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 <b>us</b> and the <b>insured person</b>. The costs of such opinion shall be met by <b>us</b>.</p> |
| Prior claims, investigations and circumstances                              | <p>2. based upon, attributable to or arising out of any <b>claim, loss, investigation</b> or anything likely to lead to a <b>claim, loss</b> or <b>investigation</b>, which <b>you</b> 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 <b>period of insurance</b>.</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 <b>insured person, you</b> or an <b>outside entity</b> initiated prior to the <b>prior and pending litigation date</b>.</p>  |
| Defined benefit pension schemes   | <p>4. based upon, attributable to or arising out of an <b>insured person’s</b> operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</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"> <li>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;</li> <li>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;</li> <li>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.</li> </ul>  |
| Matters insurable elsewhere   | <p>6. for mental or emotional distress (except an <b>employment claim</b>), 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 <b>health and safety/manslaughter claim</b>.</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 <b>legal representation costs</b> or <b>defence costs</b> 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 <b>you</b>, an <b>outside entity</b> or an <b>insured person</b> 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"> <li>a. <b>defence costs</b>;</li> </ul>   |





## Management liability – trustees, directors and individual officers' liability

Policy wording

- b. any shareholder derivative proceedings in **your** name without **your** or any **insured person's** solicitation, assistance or participation;

## Management liability – trustees, directors and individual officers’ liability

### Policy wording

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

## Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the <b>General terms and conditions</b> all apply equally to each <b>insured person</b> and to <b>you</b>, except for General condition 6, Premium payment which applies only to the <b>policyholder</b>.</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 <b>period of insurance</b> or the anniversary date whichever comes first.</p> <p>The <b>policyholder</b> agrees to act on behalf of all the <b>insured persons</b> as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	All information which any <b>insured person</b> provided before <b>we</b> agreed to insure <b>you</b> will be considered as a separate application for each <b>insured person</b> and as such the knowledge of or any statement made by an <b>insured person</b> will not be imputed to any other <b>insured person</b> for the purposes of determining whether cover is available for any <b>claim</b> against such other <b>insured person</b> .
Extended notification period	<p>If <b>we</b> or the <b>policyholder</b> refuses to renew this section of the <b>policy</b> for any reason other than non-payment of premium, administration, liquidation or insolvency, <b>you</b> or any <b>insured person</b> may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If <b>you</b> do so, the first paragraph of item 1 under <b>Your obligations</b> in this section will then be amended to:</p> <p><b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of the following within the <b>period of insurance</b> or at the latest within 12 months after it expires:</p>

## Management liability – trustees, directors and individual officers’ liability

### Policy wording

This extended notification period is only available if:

1. **we** receive written notice of purchase from **you** or an **insured person** and the premium within 30 days following the end of the **period of insurance**; and
2. this section of the **policy** is not replaced or succeeded by any other policy providing trustees, directors and individual officers liability cover; and
3. at the end of the **period of insurance**, **you** have not merged or consolidated with another company, nor has any party acquired 50% or more of **your** issued share capital.

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.

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** or any **insured person** cancels the extended notification period before it ends.

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

**You** or any **insured person** will not have the right to purchase an extended notification period if:

1. **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital; or
2. if cover under this section is continued solely as a result of the Former trustees and directors special condition; or
3. if this section or the **policy** is cancelled.

#### Takeovers and mergers extended notification period

In the event that **you** merge or consolidate with another company, or any party acquires more than 50% of **your** issued share capital, during the **period of insurance** **you** may on payment of an additional premium of 200% of the annual section premium request that this section continue in force for a period of 72 months from the expiry date of the current **period of insurance**, provided that such extension shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of such takeover or merger.

The extended notification period and former trustees and directors’ special conditions shall not apply to any such extension.

#### 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.

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;
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

## Management liability – trustees, directors and individual officers' liability

### Policy wording

**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.

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**.

Paying out the limit of  
indemnity

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## 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**.
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.

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## Control of defence and payment of a claim

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

**We** have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim**.

**We** shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

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

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

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



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

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**Special definitions for this section**

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

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**What is covered**

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

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**What is not covered**

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

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

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**How much we will pay**

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

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

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**Your obligations**

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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