

RENEWAL SCHEDULE
Policy: HU PI6 8021793 (169)



INSURANCE DETAILS

Period of Insurance:	From 01 September 2024 to 31 August 2025 both days inclusive
Underwritten by:	Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy
General terms and conditions wording :	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
Payment Method :	Payment by Monthly Direct Debit
Anniversary Date:	01 September 2024

INSURED DETAILS

Insured :	The All England Netball Association Ltd trading as England Netball
Address :	All England Netball Association Sportpark, 3 Oakwood Drive Loughborough LE11 3QF
Additional Insureds :	For Additional Insureds refer to the Additional Insureds Section below.
Business :	National Governing Body for the sport of Netball in England Including: Event Management, Membership, Growing the game at all levels, Performance – Pathway and Senior Team, Coaching Development, Education, Governance of the Sport of Netball, Administration, Property Occupiers, Conferences, Award Dinners, AGM, management of the Netball Superleague Competition and Events

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. 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

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

Business Activities

National Governing Body for the sport of Netball in England Including: Event Management, Membership, Growing the game at all levels, Performance – Pathway and Senior Team, Coaching Development, Education, Governance of the Sport of Netball, Administration, Property Occupiers, Conferences, Award Dinners, AGM, management of the Netball Superleague Competition and Events

Endorsements

- 316.0** Specified run-off cover
- 400.1** Retroactive date: Business performed in the past
- 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: £ 10,000,000
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 in the aggregate

Endorsements

- Amendment of cover: claims occurring
- 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 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: £ 5,000,000
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

Additional cover (in addition to the overall limit/amount insured above)

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

Endorsements

Policy: HU PI6 8021793 (169)

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)

MANAGEMENT LIABILITY - CORPORATE LEGAL LIABILITY

Section wording : 13164 WD-HSP-UK-PSS-CLL(9)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 5,000,000
Limit applies to : in the aggregate including costs
Excess: £ 2,500
Excess Applies to : Each and every claim. This will apply to 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)

Pollution £ 100,000 in aggregate during any one period of insurance
Dishonesty of your employees £ 100,000 in aggregate during any one period of insurance

Endorsements

705.6 Prior and pending litigation date
3218.0 Amendment of cover: cyber claims (CLL)
3219.0 Amendment of cover: breach of professional duty (CLL)

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

BUSINESSHR

Section wording : 11427 WD-HSP-UK-PSS-BHR(2)

Description: BusinessHR provides an interactive website that gives you access to a variety of legally compliant HR documents for your business needs, along with extensive advice on handling all aspects of employment from recruitment to retirement. At an additional cost you can contact BusinessHR's experienced HR advisors for advice on specific situations.

ADDITIONAL INSURED

Affiliated Clubs, Groups and Universities Of England Netball: Covered on a different basis to the Insured.

United Kingdom

Cover	Insurer	Coverage
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	Excess: As insured Limit: As insured
Directors and officers liability	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
Corporate legal liability	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
Employment practices liability (Clubs)	Hiscox Insurance Company Limited	Not Covered
Commercial legal protection	DAS Legal Expenses Insurance Company Limited	Not Covered
Crisis containment	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
BusinessHR	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured

Affiliated Regions, Counties and Leagues: Covered on a different basis to the Insured.

United Kingdom

Cover	Insurer	Coverage
Professional indemnity	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured

ADDITIONAL INSURED

Public and products liability	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
Employers' liability	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
Directors and officers liability	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
Corporate legal liability	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
Employment practices liability (Clubs)	Hiscox Insurance Company Limited	Not Covered
Commercial legal protection	DAS Legal Expenses Insurance Company Limited	Not Covered
Crisis containment	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
BusinessHR	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured

Affiliated Umpires and Coaches: Covered on a different basis to the Insured.

United Kingdom

Cover	Insurer	Coverage
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
Corporate legal liability	Hiscox Insurance Company Limited	Not Covered
Employment practices liability (Clubs)	Hiscox Insurance Company Limited	Not Covered

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ADDITIONAL INSURED

Commercial legal protection	DAS Legal Expenses Insurance Company Limited	Not Covered
Crisis containment	Hiscox Insurance Company Limited	Not Covered
BusinessHR	Hiscox Insurance Company Limited	Not Covered

Members Of England Netball: Covered on a different basis to the Insured.

United Kingdom

Cover	Insurer	Coverage
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
Corporate legal liability	Hiscox Insurance Company Limited	Not Covered
Employment practices liability (Clubs)	Hiscox Insurance Company Limited	Not Covered
Commercial legal protection	DAS Legal Expenses Insurance Company Limited	Not Covered
Crisis containment	Hiscox Insurance Company Limited	Not Covered
BusinessHR	Hiscox Insurance Company Limited	Not Covered

ADDITIONAL INSURED

Netball Super League Limited: Covered on a different basis to the Insured.

United Kingdom

Cover	Insurer	Coverage
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	Excess: As insured Limit: As insured
Directors and officers liability	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
Corporate legal liability	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
Employment practices liability (Clubs)	Hiscox Insurance Company Limited	Not Covered
Commercial legal protection	DAS Legal Expenses Insurance Company Limited	Not Covered
Crisis containment	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
BusinessHR	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured

The Netball World Cup (2019) Limited: Covered on a different basis to the Insured.

United Kingdom

Cover	Insurer	Coverage
Professional indemnity	Hiscox Insurance Company Limited	Excess: As insured Limit: As insured
Public and products liability	Hiscox Insurance Company Limited	Not Covered

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ADDITIONAL INSURED

Employers' liability	Hiscox Insurance Company Limited	Not Covered
Directors and officers liability	Hiscox Insurance Company Limited	Not Covered
Corporate legal liability	Hiscox Insurance Company Limited	Not Covered
Employment practices liability (Clubs)	Hiscox Insurance Company Limited	Not Covered
Commercial legal protection	DAS Legal Expenses Insurance Company Limited	Not Covered
Crisis containment	Hiscox Insurance Company Limited	Not Covered
BusinessHR	Hiscox Insurance Company Limited	Not Covered

CERTIFICATE
Policy: HU PI6 8021793 (169)



Certificate of professional indemnity insurance

Insured name:	The All England Netball Association Ltd trading as England Netball and all subsidiary comp		
Address:	All England Netball Association Sportpark, 3 Oakwood Drive Loughborough		
Postcode:	LE11 3QF	Country:	United Kingdom
Policy number:	8021793		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	From 01 September 2024 to 31 August 2025 both days inclusive		
Retroactive date:	01/09/2013		
Limit of indemnity:	£ 10,000,000		
Additional insureds:	Affiliated Clubs, Groups and Universities Of England Netball, Members Of England Netball, The Netball World Cup (2019) Limited, Affiliated Umpires and Coaches, Affiliated Regions, Counties and Leagues, Netball Super League 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.



Certificate of Public and products liability insurance

Insured name:	The All England Netball Association Ltd trading as England Netball		
Address:	All England Netball Association Sportpark, 3 Oakwood Drive Loughborough		
Postcode:	LE11 3QF	Country:	United Kingdom
Policy number:	8021793		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	From 01 September 2024 to 31 August 2025 both days inclusive		
Limit of indemnity:	£ 10,000,000		
Additional insureds:	Affiliated Clubs, Groups and Universities Of England Netball, Members Of England Netball, Affiliated Umpires and Coaches, Affiliated Regions, Counties and Leagues, Netball Super League 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 8021793 (169)

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

Clause	316.0	Specified run-off cover We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, after 01/09/2021 in respect of Netball World Cup 2019.
Clause	400.1	Retroactive date: Business performed in the past We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 01/09/2013

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**.

Policy: HU PI6 8021793 (169)

Public and products liability: endorsements

Clause**Amendment of cover: claims occurring**

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

Claims against you

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

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

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

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

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

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. However, **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 covered, Motor contingent liability is amended to read as follows:

Motor contingent liability

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

We will not make any payment for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**;
 - ii. loaned, leased, hired or rented to **you**;
 - iii. provided by **you**; or
 - iv. being driven by **you**.

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 6168.1

Public and products liability: specific abuse or molestation

We will not make any payment for any claim for **abuse or molestation** arising from **your activities** performed before 01/09/2017.

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

Clause	3040.0	<p>Employers' Liability Tracing Office (ELTO) and your data</p> <p>Your policy details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.</p> <p>You can find out more:</p> <ul style="list-style-type: none"> - from your insurance adviser (if you have one); or - by contacting us; or - at www.elto.org.uk.
Clause	3121.0	<p>Employers liability insurance - mandatory information required</p> <p>You must provide us with the following information for each entity insured under this section of the policy:</p> <ol style="list-style-type: none"> 1. Employer name; and 2. Full address of employer including postcode; and 3. HMRC Employer Reference Number (ERN). <p>If any insured entity does not have an ERN, you must provide us with one of the following reasons:</p> <ol style="list-style-type: none"> 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. <p>You must inform us immediately of any changes to the above information. This information is required by us to enable compliance with mandatory regulatory requirements for Employers' liability insurance.</p>
Clause	6734.0	<p>Confirmation of cover: cyber claims</p> <p>The following is added to What is covered:</p> <p>Cyber claims</p> <p>We 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>

Policy: HU PI6 8021793 (169)

Directors and officers liability: endorsements

Clause	705.6	Prior and pending litigation date
		Prior and pending litigation date: 01/09/2013

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 01/09/2013.

Clause 3219.0

Amendment of cover: breach of professional duty (CLL)

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**; or
- b. any **health and safety/manslaughter claim**.

Policy: HU PI6 8021793 (169)

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.

Policy: HU PI6 8021793 (169)

Endorsements which apply to whole policy

Policy: HU PI6 8021793 (169)

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 603.1

Commercial assistance and legal advice helpline

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

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

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

Helpline number: +44 (0)800 840 2269

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

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

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

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.

Policy: HU PI6 8021793 (169)

INFORMATION ABOUT US

Name	Hiscox Underwriting Limited
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.

Insurers

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

Name	DAS Legal Expenses Insurance Company Limited
Registered address	DAS House, Quay Side, Temple Back Bristol BS1 6NH United Kingdom
Company registration	Registered in England number 00103274
Status	Authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority

Name	Hiscox Insurance Company Limited
Registered address	22 Bishopsgate London EC2N 4BQ



Policy: HU PI6 8021793 (169)

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.

Our promise to you

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

Steve Langan
CEO, Hiscox Insurance Company

Complaints procedure

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

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

By telephone on 0800 1164627 or +44 (0) 1904 681198
By email at customer.relations@hiscox.com.

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

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

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- 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.

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

General conditions

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

Presentation of the risk	1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us . You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	2. <ul style="list-style-type: none"> a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid. b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows: <ul style="list-style-type: none"> i. if we would not have provided this policy, we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us. We will refund any premiums you have paid; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.
Change of circumstances	3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the Cancellation condition.
If you fail to notify us of a change of circumstances	4. <ul style="list-style-type: none"> a. If we establish that you deliberately or recklessly failed to: <ul style="list-style-type: none"> i. notify us of a change of circumstances which may materially affect the policy; or ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances; <p>we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid.</p> b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to

General terms and conditions

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

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

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

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Governing law

13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.

Arbitration

14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section; and
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
 - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
 - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

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

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **we** shall be entitled to retain all premiums paid,

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

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

Special definitions for this section

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.

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:

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

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. We will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company.
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract.
Consequential loss	3. your lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

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

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:

- 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;
- any claim or threatened claim against **you**;
- 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.

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

Control of defence

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

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

Special definitions for this section

Abuse or molestation	Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you or any member to perform the function or serve the purpose for which it was intended.
Member	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man who was: <ul style="list-style-type: none"> a. an officially registered member of yours; or b. a prospective member of yours, participating in your activities, under your supervision. at the time that the bodily injury or property damage was alleged to have occurred or the personal injury or denial of access was alleged to have been committed.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you or any member .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any director, employee, volunteer, general partner, trustee or committee member of yours while acting on your behalf.

What is covered

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

	<p>c. gives us the information and co-operation we reasonably require for dealing with the claim.</p> <p>This includes a claim brought by another member, but not a claim brought by the insured named in the schedule or, if applicable, any additional insured.</p>
Criminal proceedings costs	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you or any employee of yours.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your members, directors, partners or trustees against legal liability as a result of bodily injury, property damage or personal injury incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man in connection with your activities other than:</p> <ol style="list-style-type: none"> where indemnity arises out of the ownership or occupation of land or buildings; where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your activities, any party brings a claim, which falls within the scope of What is covered, Claims against you, against any party with whom you, or any member has, entered into a contract or agreement in connection with your activities and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you or such member, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> has not, in our reasonable opinion, caused or contributed to the claim against them; accepts that we can control the claim's defence and settlement in accordance with the terms of this section; has not admitted liability or prejudiced the defence of the claim before we are notified of it; gives us the information and co-operation we reasonably require for dealing with the claim.
Motor contingent liability	<p>If any party first brings a claim against you or any member during the period of insurance for bodily injury and or property damage arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with your activities within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>We will not make any payment for any claim:</p> <ol style="list-style-type: none"> arising from any mechanically propelled vehicle or any trailer attached to it which is: <ol style="list-style-type: none"> owned by you; or loaned, leased, hired or rented to you; or provided by you; or being driven by you. for property damage to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer; arising from the vehicle being driven by you or any person who to your knowledge or that of your representatives does not hold a licence to drive the vehicle; more specifically insured under another insurance policy.
Data Protection Act	<p>We will indemnify you or any member against such party's liability under Section 13 of the Data Protection Act 1998 in connection with personal data held in connection with your activities but we will not make any payment for:</p> <ol style="list-style-type: none"> any liability where you are, or any member is, entitled to indemnity under any other insurance; any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data; any claim arising from circumstances that you or any member knew about or ought reasonably to have known about prior to the inception of this policy.

Extended notification period

If **we** do not offer renewal terms to **you** for this **policy** for reasons other than **your** non-compliance with any of the terms and conditions of this **policy**, **we** will extend the period in which **you** can notify **us** of claims for an additional 12 month period beginning at the end of the **period of insurance**.

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.

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

- a. the incident that led to the claim occurred after the end of the **period of insurance**; or
- b. indemnity is provided by any other policy.

Defamation

If, during the **period of insurance**, any party brings a claim against **you** or any **member** for defamation in connection with **your activities** on or after the **retroactive date** within the **geographical limits** **we** will indemnify **you** against the sums **you** or such **member** has to pay as compensation.

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

We will not make any payment for defamation:

- a. for any claim which arises out of circumstances notified to **your** previous insurers or which are known to **you** at inception;
- b. for any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- c. for any claim brought outside the United Kingdom and Northern Ireland.

Additional cover

Court attendance compensation

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

What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees or visitors vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than sailing craft less than 20 feet in length or hand propelled watercraft, in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

 - a. any **tool of trade**;
 - b. the loading or unloading of any vehicle off the highway;
 - c. any claim covered under **What is covered**, Motor contingent liability.

Injury to employees

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

Pollution

4. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;

	b. any pollution occurring in the United States of America or Canada.
Computer virus	5. transmission of a computer virus .
Professional advice	6. designs, plans, specifications or formulae provided by you for a fee.
Your products	7. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts. 8. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products ; b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products .
Inefficacy	9. inefficacy .
Deliberate or reckless acts	10. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	11. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	12. date recognition .
War, terrorism and nuclear	13. war, terrorism or nuclear risks .
Asbestos	14. asbestos risks .
Abuse	15. abuse or molestation
Prior activities	16. any of your activities performed before the retroactive date . 17. 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. 18. any physician, surgeon or dentist providing medical diagnosis, prescription, treatment or advice. B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from activities you undertake in any country outside the geographical limits .

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

Additional cover

Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <ol style="list-style-type: none"> you or your partner or director £500 any other employee £250 <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>
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Your obligations

If a problem arises	<ol style="list-style-type: none"> We will not make any payment under this section unless: <ol style="list-style-type: none"> you or any member notify us promptly of the following within the period of insurance, or at the latest within 14 days after it expires for any circumstance you or the member first become aware of in the seven days before expiry: <ol style="list-style-type: none"> your or the member's first awareness of any circumstance which is likely to lead to a claim against you or the member. If we accept the notification, we will regard any subsequent claim as notified to this insurance; any claim or threatened claim against you or any member. you or any member notify us within seven days of a claim or anything which may give rise to a claim under this section, arising out of bodily injury. At our request, you or the member must confirm the facts within 30 days with as much information as is available. You or the member should make this notification directly to us (and your insurance adviser) by telephoning 01206 773 899, ensuring you quote your policy number.
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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.

Control of defence

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

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

Special definitions for this section

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

What is covered

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

Unsatisfied court judgments	<p>If any employee obtains a judgment for damages following bodily injury against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none"> the bodily injury is caused during the period of insurance and arises out of and in the course of his or her work for you; and we would have covered your liability if you had caused the bodily injury; and there is no appeal outstanding; and the employee assigns his or her judgment to us.
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Additional cover

Court attendance compensation	If any person within the definition of you has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day, or part of a day, that their attendance is required by our solicitor.
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What is not covered

	<p>We will not make any payment for:</p> <ol style="list-style-type: none"> Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> any act, breach or omission you deliberately or recklessly commit, condone or ignore. any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform. any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source. Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Deliberate or reckless acts	
Offshore	
Road traffic legislation	
Claims outside the applicable courts	

How much we will pay

Special limits

Terrorism	The most we will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from terrorism .
Criminal proceedings costs	We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <ol style="list-style-type: none"> you or your director, general partner, trustee or committee member £500 any other employee £250 <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>

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**.

Control of defence

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

Compulsory insurance clause

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

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;

but only for a **claim** against an **insured person** arising from a **wrongful act** committed after the date of creation or acquisition of such **subsidiary**.

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

What is covered

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

Additional cover

Additional defence costs	<p>In the event that the limit of indemnity for this section is exhausted we will pay for additional defence costs up to the amount stated in the schedule, provided that the insured person has previously not been the subject of a claim for a wrongful act or series of wrongful acts that led to the exhaustion of the limit of indemnity for this section.</p> <p>This additional cover applies to the payment of defence costs only.</p>
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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"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; b. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled; c. an act intended to secure or which does secure a profit for any other company or organisation where an insured person is a director, partner, officer, trustee or employee of such company. <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur. We may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on us and the insured person. The costs of such opinion shall be met by us.</p> |
| Prior claims, investigations and circumstances | <p>2. based upon, attributable to or arising out of any claim, loss, investigation or anything likely to lead to a claim, loss or investigation, which you knew or ought reasonably to have known about, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.</p> |
| Prior litigation | <p>3. based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving an insured person, you or an outside entity initiated prior to the prior and pending litigation date.</p> |
| Defined benefit pension schemes | <p>4. based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.</p> |
| RICO/SEC/ERISA | <p>5. based upon, attributable to or arising out of the following legislation in the United States of America:</p> <ul style="list-style-type: none"> a. any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this act or any rules or regulations made under it; b. any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction arising out of, involving or relating to the sale of securities; c. any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law. |
| Matters insurable elsewhere | <p>6. for mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property.</p> <p>This exclusion shall not apply to any health and safety/manslaughter claim.</p> <p>7. based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.</p> <p>This exclusion does not apply to legal representation costs or defence costs directly relating to any criminal or regulatory proceedings.</p> |
| Claims brought by a related party in the United States of America or Canada | <p>8. based upon, attributable to or arising out of any claim brought or maintained by you, an outside entity or an insured person within or subject to the laws of the United States of America or Canada, however this exclusion will not apply to:</p> <ul style="list-style-type: none"> a. defence costs; |



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;

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

Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each insured person and to you, except for General condition 6, Premium payment which applies only to the policyholder.</p> <p>General conditions 3 or 4 shall not apply to this section.</p> <p>General condition 7. Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date whichever comes first.</p> <p>The policyholder agrees to act on behalf of all the insured persons as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	All information which any insured person provided before we agreed to insure you will be considered as a separate application for each insured person and as such the knowledge of or any statement made by an insured person will not be imputed to any other insured person for the purposes of determining whether cover is available for any claim against such other insured person .
Extended notification period	<p>If we or the policyholder refuses to renew this section of the policy for any reason other than non-payment of premium, administration, liquidation or insolvency, you or any insured person may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If you do so, the first paragraph of item 1 under Your obligations in this section will then be amended to:</p> <p>We will not make any payment under this section unless you notify us promptly of the following within the period of insurance or at the latest within 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

claims against an **insured person's** spouse, civil or unmarried partner.

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

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

Paying out the limit of indemnity

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

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.

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.



Special definitions for this section

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

Claim

1. Any written demand or civil or arbitration proceeding seeking monetary damages first made against **you** during the **period of insurance** alleging a **wrongful act**.
2. Any criminal or regulatory proceeding first made against **you** during the **period of insurance** alleging a **wrongful act**.

Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend any **claim** made against **you** or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any **claim**.

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 or arising solely as a result of the employment or non-employment by **you** of any current, former or prospective **employee**.

Health and safety/corporate manslaughter claim

Any **claim** under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.

Identity crime

An agreement entered into by any third-party representing themselves as **you**.

Insured person

1. Any natural person who was, is or during the **period of insurance** becomes a director, partner, member or officer of **you**.
2. Any de facto director of **you** whilst acting in such capacity for **you**.
3. Any shadow director as defined under Section 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 first commenced during the period of insurance conducted by any regulator, government department or other body legally empowered into **your** business activities under the Health & Safety at Work etc. Act 1974 or Corporate Manslaughter & Homicide Act 2007.

It does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry rather than **your** conduct.

Legal representation costs

Reasonable and necessary legal costs, fees, charges and expenses for which **you** are 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 **you** become legally liable to pay for **defence costs**, **legal representation costs**, awards of damages including punitive and exemplary damages where legally permissible, awards of costs and settlements with **our** prior written agreement.

Loss does not include any civil, regulatory or criminal fines or penalties, taxes or the multiplied portion of any damages award.

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.
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	<p>Any entity in which you:</p> <ol style="list-style-type: none"> 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 control a majority of its voting rights under a written agreement with other shareholders or members. <p>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.</p>
Wrongful act	Any actual or alleged act, error or omission committed or attempted by you including any breach of any duty, including fiduciary or statutory duty, breach of trust; negligence, negligent misstatement, misleading statement or negligent misrepresentation, breach of warranty of authority.
You/your	<p>Also includes a subsidiary, and any subsidiary created or acquired during the period of insurance provided that the newly created or acquired subsidiary:</p> <ol style="list-style-type: none"> is not domiciled in the United States of America; or does not trade any of its securities on any United States of America exchange; <p>but only for a claim against you arising from a wrongful act committed after the date of creation or acquisition of such subsidiary.</p> <p>If you require cover for any newly created or acquired subsidiary which does 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 policy terms and conditions during the period of insurance including but not limited to the charging of a reasonable additional premium.</p>

What is covered

Claims by others	We will pay on your behalf the loss arising from a claim for any wrongful act within the geographical limits .
Health and safety/corporate manslaughter	We will pay on your behalf loss arising from a health and safety/corporate manslaughter claim (or equivalent legislation in any other jurisdiction) for a wrongful act within the geographical limits .
Identity crime	We will pay on your behalf the loss from identity crime .
Breach of data protection	We will pay on your behalf the loss arising from a claim arising from a breach of the Data Protection Act 1998 or its equivalent in any other jurisdiction and any successor or similar legislation.
Pension/employee benefit schemes claims	We will pay on your behalf loss in respect of a claim arising from your operation or administration of any pension or employee benefit scheme or trust fund.
Pollution	We will pay on your behalf loss in respect of a claim arising from pollution .

Management liability – corporate legal liability

Policy wording

Shareholder pollution claims	We will pay on your behalf loss in respect of a claim arising from pollution brought by any shareholder either directly or derivatively.
Representation costs	We will pay on your behalf the legal representation costs arising from an investigation first made during the period of insurance .
Taxation claims	We will pay on your behalf loss in respect of a claim arising from your failure to comply with taxation regulations.

Your own losses

Dishonesty of employees	We will pay your direct financial loss if during the period of insurance , and in the performance of your business , you discover a loss from the dishonesty of an employee , where there was a clear intention to cause you financial loss or damage and to obtain a personal financial gain over and above salary, bonus or commission.
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What is not covered **We** will not make any payment for any **claim, loss** or **investigation**:

Deliberate or dishonest acts	<ol style="list-style-type: none"> 1. based upon, attributable to or arising out of: <ol style="list-style-type: none"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation; b. an act intended to secure or which does secure profit or advantage for which you are not legally entitled; c. an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. <p>This exclusion shall only apply after a judgment or other final adjudication or an admission that such act did occur. We may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on us and you. The costs of such opinion shall be met by us.</p>
Prior claims, investigations and circumstances	<ol style="list-style-type: none"> 2. based upon, attributable to or arising out of any claim, loss, investigation or anything likely to lead to a claim, loss or investigation, which you knew or ought reasonably to have known about, or that has been reported under any policy existing or expired prior to the start of the period of insurance.
Prior litigation	<ol style="list-style-type: none"> 3. based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an insured person, you or an outside entity initiated prior to the prior and pending litigation date.
Defined benefit pension schemes	<ol style="list-style-type: none"> 4. based upon, attributable to or arising out your operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Failure to fund pension and employee benefit schemes	<ol style="list-style-type: none"> 5. based upon, attributable to or arising out of your failure to fund any pension, employee benefit scheme or trust fund.
Matters insurable elsewhere	<ol style="list-style-type: none"> 6. based upon, attributable to or arising out of any employment claim. 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>This exclusion does not apply to legal representation costs or defence costs directly relating to any criminal or regulatory proceedings.</p> 8. for mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property. <p>This exclusion shall not apply to any Health and safety/corporate manslaughter claims.</p>

Management liability – corporate legal liability

Policy wording

Products	9. based upon, attributable to or arising out of the manufacture, sale supply, installation or maintenance of any product of yours .
Breach of professional duty	10. based upon, attributable to or arising out any claim relating to a breach of or failure to provide professional services including a membership dispute .
Claims brought in the United States of America	11. based upon, attributable to or arising out of any wrongful act brought or maintained in the United States of America.
Infringement of patent and copyright	12. based upon, attributable to or arising out any claim relating to the actual or alleged infringement of patent, trademark, infringement of copyright, intellectual property right, registered design or any actual or alleged libel or slander.
Contractual liability	13. based upon, attributable to or arising out any claim in respect of a breach of contract, whether actual or implied, written or oral which is greater than the liability you would have at law without the contract.
Shareholders	14. brought by or on behalf of any company owning 15% or more of your issued share capital.
Takeovers and mergers	15. based upon, attributable to or arising out any claim for a wrongful act committed by an insured person after you merge or consolidate with another company or any party acquires more than 50% of your issued share capital. In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to arising out any claim for a wrongful act committed by an insured person prior to the effective date of sale or dissolution.
Share offerings	16. based upon, attributable to or arising out any claim for a wrongful act committed by you in relation to any actual public offering of your share capital unless we have given our prior written agreement and you have paid any additional premium and accepted and amendments to the terms and conditions of this section as may be required.
Matters specific to your own losses	17. based upon, attributable to or arising out of: <ul style="list-style-type: none"> a. any accounting or arithmetical error or omission or unexplained shortage; b. any default or non payment of any loan or other credit arrangement; c. your or any insured persons expenses incurred in establishing the amount of any financial loss to you; d. any loss of interest, loss of profit or any consequential loss.
Financial advantage	18. based upon, attributable to or arising out of the gaining of any financial advantage to which you were not entitled, including the repayment of any wrongfully received monies.
Claims outside the applicable courts	19. based upon, attributable to or arising out of any claim or investigation 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 General terms and conditions all apply equally to each insured person and to you, except for General condition 6. Premium payment which applies only to you.</p> <p>You agree to act on behalf of all the insured persons as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Extended notification period	<p>If we or you refuse to renew this section of the policy for any reason other than non-payment of premium, administration, liquidation or insolvency, you may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If you do so, the first paragraph of Your obligations within this section will then be amended to:</p> <p>We will not make any payment under this section unless you notify us promptly of the following within the period of insurance or at the latest within 12 months after it expires:</p>

Management liability – corporate legal liability

Policy wording

This extended notification period is only available if:

1. **we** receive **your** written notice of purchase and **your** 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 corporate 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 to **you** if **you** cancel the extended notification period before it ends.

We will not make any payment for a **claim** due to a **wrongful act** committed or alleged to have been committed after the end of the original **period of insurance**.

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 shall 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. this section or the **policy** is cancelled.

Management buy-outs

If during the **period of insurance** **your** 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 subsequent to the buy-out.

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

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** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

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

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

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**.

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 then have no further liability for any **claim** or **loss**.

Your obligations

Notification

1. **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** become aware of within the seven days before expiry:
 - a. **your** first awareness of any **wrongful act**;
 - b. any **claim** or threatened **claim** against **you**;
 - c. any **investigation** into **you**;
 - d. the threat or commencement of proceedings against any **you** for pollution.
2. When dealing with a third-party, **you** must not admit that **you** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to



Management liability – corporate legal liability

Policy wording

the detriment **we** have suffered as a result.

Control of defence and payment 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.

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** 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, **we** and **you** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

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

Your obligations

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**.

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

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

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Logging on

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