

SCHEDULE

Policy: HU PI6 9391994 (23)



INSURANCE DETAILS

Period of Insurance:	Continuous cover from 01 April 2019 until the policy is cancelled.
Underwritten by:	Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy
General terms and conditions wording :	6253 WD-PIP-UK-GTC(7) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below
Payment Method :	Payment by Broker's Account
Anniversary Date:	01 April 2019

INSURED DETAILS

Insured :	Pelfasged Cyf t/a Basketball Wales
Address :	5 Cwrt Rebecca Pontarddulais SWANSEA SA4 8JL
Additional Insureds :	There are no Additional Insureds on this policy.
Business :	Basketball Association of Wales

PREMIUM DETAILS

Annual Premium :	£ 2,250.00	Annual Tax :	£ 270.00	Total :	£ 2,520.00
Total Premium :	£ 2,250.00	Total Tax :	£ 270.00	Total :	£ 2,520.00



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2012-2015



BIA Customer Care Award
2012



Outstanding Insurer Claims
Team of the Year 2013

PROFESSIONAL INDEMNITY**Section wording :** 5998 WD-PIP-UK-SP(4)**Insurer:** Hiscox Insurance Company Limited for your insured companies registered in the UK, Channel Islands, Isle of Man, Gibraltar or outside the EEA. Hiscox SA for your insured companies registered in the EEA (not including the UK, Channel Islands, Isle of Man or Gibraltar)**Limit of indemnity:** £ 2,000,000**Limit applies to :** any one claim excluding defence costs**Excess:** £ 1,000**Excess Applies to :** each claim or loss excluding defence costs**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)

Dishonesty of your employees, sub-contractors and outsourcers	£ 250,000	any one claim and in the aggregate including defence costs
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Additional cover (in addition to the overall limit/amount insured above)

Court attendance compensation - directors and partners	£ 500	per person, per day
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Court attendance compensation - employees	£ 250	per person, per day
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Court attendance compensation: in total	£ 100,000	in total during any one period of insurance
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Business Activities

Basketball Association of Wales

What is not Covered**Claims first brought in the USA / Canada are NOT covered****Endorsements****113.1** Loss of own documents endorsement**400.1** Retroactive date: Business performed in the past**6258.0** Removal of cover: abuse and molestation

PUBLIC AND PRODUCTS LIABILITY

Section wording : 6130 WD-PIP-UK-GL(6)

Insurer: Hiscox Insurance Company Limited for your insured companies registered in the UK, Channel Islands, Isle of Man, Gibraltar or outside the EEA. Hiscox SA for your insured companies registered in the EEA (not including the UK, Channel Islands, Isle of Man or Gibraltar)

Limit of indemnity: £ 5,000,000

Limit applies to : Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.

Excess: £ 250

Excess Applies to : each and every claim for property damage only

Geographical Limits : United Kingdom and European Union

Applicable Courts : United Kingdom and European Union

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

Criminal defence costs	£ 100,000 in aggregate during any one period of insurance
Pollution defence costs	£ 100,000 in aggregate during any one period of insurance

Endorsements

Basketball participants clause

3038.2 Removal of cover: abuse and molestation

EMPLOYERS LIABILITY

Section wording : 6129 WD-PIP-UK-EL(6)

Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 10,000,000

Limit applies to : All claims and their defence costs which arise from the same accident or event

Geographical Limits : Worldwide

Applicable Courts : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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

Criminal defence costs	£ 100,000 in the aggregate
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

MANAGEMENT LIABILITY - TRUSTEES AND INDIVIDUAL LIABILITY

Section wording : 6787 WD-CAL-UK-TIL(2)

Insurer: Hiscox Insurance Company Limited for your insured companies registered in the UK, Channel Islands, Isle of Man, Gibraltar or outside the EEA. Hiscox SA for your insured companies registered in the EEA (not including the UK, Channel Islands, Isle of Man or Gibraltar)

Limit of indemnity: £ 500,000

Limit applies to : in the aggregate including costs

Excess Applies to : each and every claimant including costs

Geographical Limits : Worldwide excluding the USA and Canada

Applicable Courts : Worldwide excluding claims brought in USA/Canada

Endorsements

- 705.6** Prior and pending litigation date
- 5006.0** Sexual abuse (Charities TIL/EPL/PLL)

CRISIS CONTAINMENT

Section wording : 9810 WD-CHR-UK-CRI(1)

Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 25,000

Limit applies to : in aggregate during any one period of insurance

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

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	113.1	<p>Loss of own documents endorsement</p> <p>This section is extended to cover you against the cost of restoring or replacing any document, information or data of yours which is necessary for the performance of your business activity if you discover during the period of insurance that it has been lost, damaged or destroyed while in your possession. This does not include any bearer bonds, coupons, share certificates, stamps, money or other negotiable documents or any artwork created in the performance of your business activity.</p> <p>We will not make any payment arising from the loss or distortion of any data held electronically.</p> <p>HOW MUCH WE WILL PAY</p> <p>We will pay the reasonable expenses you incur with our prior written consent in restoring or replacing the lost, damaged or destroyed document, information or data.</p> <p>This endorsement does not increase the total amount we will pay for all claims inclusive of defence costs, and your own losses, arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone. You must pay the relevant excess shown in the schedule.</p>
Clause	400.1	<p>Retroactive date: Business performed in the past</p> <p>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: 15/11/16</p>
Clause	6258.0	<p>Removal of cover: abuse and molestation</p> <p>The following is added to Special definitions for this section:</p> <p>Abuse or molestation</p> <p>Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.</p> <p>The following is added to What is not covered, A:</p> <p>25 abuse or molestation.</p>

Public and products liability: endorsements

Clause		<p>Basketball participants clause</p> <p>This insurance does not provide any indemnity nor will it pay any costs in respect of actual or alleged liability arising directly or indirectly out of bodily injury to any participant whilst taking part in basketball matches.</p>
Clause	3038.2	<p>Removal of cover: abuse and molestation</p> <p>Abuse or molestation</p> <p>We will not make any payment for any claim or loss or any part of a claim or loss directly or indirectly due to abuse or molestation by anyone.</p> <p>Special definitions for this section, personal injury is amended to read as follows:</p> <p>Personal injury</p> <p>False arrest, detention or imprisonment, malicious prosecution, wrongful entry into, or eviction of a person from a room, dwelling or premises that they occupy.</p> <p>The following is added to Special definitions for this section:</p> <p>Abuse or molestation</p> <p>Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.</p>

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.
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Policy: HU PI6 9391994 (23)

Clause	3121.0	Employers liability insurance - mandatory information required You must provide us with the following information for each entity insured under this section of the policy : <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>
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Trustees and individual liability (Clubs): endorsements

Clause	705.6	Prior and pending litigation date Prior and pending litigation date: 15/11/16
Clause	5006.0	Sexual abuse (Charities TIL/EPL/PLL) This endorsement applies solely to the Charities sections. For the purpose of this endorsement sexual abuse shall mean mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone following actual or attempted sexual assault, sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation by an insured person . We will not make any payment for any claim, loss or investigation based upon, attributable to or arising out of any sexual abuse .

Crisis containment: endorsements

Policy: HU PI6 9391994 (23)

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.
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Endorsements which apply to whole policy

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: <ul style="list-style-type: none"> • 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.
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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 9391994 (23)

INFORMATION ABOUT US

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

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

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

Name	Hiscox SA
Registered address	Local branch office: Hiscox SA (UK) 1 Great St Helens London EC3A 6HX United Kingdom
Company registration	Local branch: Registered in England number BR01988
Status	Hiscox SA: Authorised and regulated by the Commissariat aux Assurances. Local branch: Regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Name	Hiscox Insurance Company Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority

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

Special definitions for this section

Advertising	Advertising, publicity or promotion in or of your products or services.
Business activity	The activities shown in the schedule, which you perform in the course of your business .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Retroactive date	The date stated as the retroactive date in the schedule.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity or advertising on or after the retroactive date within the geographical limits, any party brings a claim against you for:</p> <ul style="list-style-type: none"> a. negligence or breach of a duty of care; b. negligent misstatement or negligent misrepresentation; c. infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off; d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use; e. defamation; f. dishonesty of your individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to you and under your supervision; g. negligence or breach of a duty of care in connection with the transmission of a computer virus or a denial of service attack; h. any other civil liability unless excluded under What is not covered below; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Sub-contractors or outsourcers	<p>We will indemnify you against any claim falling within the scope of What is covered. Claims against you, which is brought as a result of business activity undertaken on your behalf by any sub-contractor or outsourcer.</p>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work you have done or which has been done on your behalf, refuses to pay for any or all of it, including amounts you legally owe to sub-contractors or outsourcers at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity shown in the schedule. You must return the amount we have paid if you eventually recover the debt, less your reasonable expenses.</p>

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

Dishonesty of your employees, sub-contractors and outsourcers

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

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business activity** 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.

Additional cover

Court attendance compensation

If any person within the definition of **you**, or any employee of **yours**, has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** the amount shown in the schedule as compensation for each day or part of a day that their attendance is required by **us**. The most **we** will pay for the total of all court attendances is the amount shown in the schedule.

What is not covered

Matters specific to your business

A. **We** will not make any payment for any claim or part of a 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. any 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 any breach of any legislation or regulation related to these activities.
4. any 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. any computer **virus** that was not specifically targeted to **your** system.
8. any liability under any contract which is greater than the liability **you** would have at law without the contract.
9. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.

Matters insurable elsewhere

10. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer.
11. any discrimination, harassment or unfair treatment.
12. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
13. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.

	14. the loss, damage or destruction of any tangible property: <ol style="list-style-type: none"> other than documents in your care, custody or control in connection with a business activity for a client; or unless arising directly from your breach of a duty of care in the performance of a business activity. <p>This clause does not apply to your own loss under the Loss of documents cover in What is covered.</p>
	15. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
	16. the loss or distortion of any data held electronically.
	17. any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business , or a breach of any fiduciary duty, other than when performing a business activity for a client, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.
	18. any supply, manufacture, sale, installation or maintenance of any product.
Deliberate, reckless or dishonest acts	19. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.
	20. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in What is covered , Claims against you, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
Pre-existing problems	21. any shortcoming in your work or your own loss which you knew about, or ought reasonably to have known about, before we agreed to insure you .
Date recognition	22. date recognition .
War, terrorism and nuclear	23. war, terrorism or nuclear risks .
Asbestos	24. asbestos risks .
	B. We will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of your business activity .
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract.
Lost profit and VAT	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. <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>

How much we will pay

We will pay up to the overall limit of indemnity for this section shown in the schedule unless limited below or otherwise in the schedule. We will also pay for **defence costs**. However, if a payment greater than the applicable 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.

When **we** settle a loss under **Your own losses**, Dishonesty of your employees, sub-contractors and outsourcers, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

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**.

Special limits

Aggregate limit for dishonesty, physical damage and injury

For **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers and for claims brought against **you** arising from dishonesty of **your** partners, directors, employees, subcontractors or outsourcers and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most **we** will pay is a single limit of indemnity for the total of all such losses and claims and their **defence costs**. The most **we** will pay for the total of **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers is further limited to the amount shown in the schedule, which amount is included within the overall aggregate limit stated in this paragraph and not in addition to it.

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 **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:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of a shortcoming in any work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - b. any claim or threatened claim against **you**;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Control of defence

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any claim or part of a claim brought against **you** which is covered by this section and which **we** consider **you** have reasonable prospects of successfully defending.

If **we** do not consider that **you** have reasonable prospects of defending a claim or part of a claim **we** have the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of the claim or part of the claim. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. **We** may request that an opinion be obtained from a mutually agreed Queen's Counsel, or equivalent in a different jurisdiction, as to the prospects of **you** successfully defending a claim or part of a claim. Such opinion shall be binding on **you** and **us**. The costs of obtaining such opinion shall be met by **us**.

Appointment of legal representation

If a covered or partially covered claim is brought against **you**, then **we** have the right to appoint suitably qualified legal representation to defend **you**. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

We have no duty to defend **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

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.

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 of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
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 to perform the function or serve the purpose for which it was intended.
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 .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ul style="list-style-type: none"> a. bodily injury or property damage occurring during the period of insurance; b. personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners or any employee or spouse of such person 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 other than</p> <ul style="list-style-type: none"> a. where indemnity arises out of the ownership or occupation of land or buildings; b. where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business 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>

Public and products liability

Policy wording

- 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.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs

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**.

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 business**;
 - 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 hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

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

Injury to employees

3. **bodily injury** to any 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, formulae, directions or advice prepared or given by **you**.

Public and products liability

Policy wording

Your products	<p>7. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.</p> <p>8. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</p> <p>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.</p>
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 .
	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	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Claims outside the geographical limits	4. any claim brought against you resulting from work 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**. 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 **excess** for each claim.

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

Special limits

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.
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. 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 partner or director £250 Any other employee £100 <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>
Paying out the limit of indemnity	At any stage 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 those claims or their defence costs .

Your obligations

If a problem arises	<p>We will not make any payment under this section:</p> <ol style="list-style-type: none"> unless you notify us promptly of any claim or threatened claim against you. For claims arising out of bodily injury, you must notify us immediately and in any event within 7 days of a claim or 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. <ul style="list-style-type: none"> You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number: <ul style="list-style-type: none"> By email to: liability.claims@hiscox.com; or By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE. unless you notify us as soon as practicable of: <ol style="list-style-type: none"> your discovery that products are defective; any threatened criminal action by any governmental, administrative or regulatory body. if, when dealing with your client or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance, unless you had to give these details in negotiating a contract with your client or have our prior written agreement.
Correcting problems	We will not make any payment for products claims if you fail to take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a client, customer or distributor.

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

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	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 business who is: <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. 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.
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 business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business 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 6 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 employment in your business; 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	<p>If any person within the definition of you has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day, or part of a day, that their attendance is required by our solicitor.</p>
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What is not covered

We will not make any payment for:

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

How much we will pay

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

Special limits

Terrorism	<p>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.</p>
Criminal proceedings costs	<p>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.</p>
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 £250 Any other employee £100 <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within 7 days of a claim or 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
By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE
2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your employee** or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

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.

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

Special definitions for 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 made against an insured person seeking monetary damages or other legal relief alleging a wrongful act .
Crisis containment costs	Costs incurred in utilising the services of Chelgate Limited following a claim to prevent, limit or mitigate the actual or anticipated adverse or negative publicity or media attention of you .
Defence costs	Costs incurred with our prior written agreement (not to be unreasonably withheld) 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	Any person under a contract of service with you or any person directly engaged by you with or without payment including any volunteer solely whilst under your control in connection with your business .
Employment claim	A 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, invasion of privacy or any other claim as a result of the employment or non-employment by you of any current, former or potential employee .
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.
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.
Insured person	<ol style="list-style-type: none"> any natural person who was, is or during the period of insurance becomes a trustee, committee member, volunteer, director or officer of you. any de facto director whilst acting in such capacity for you. any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction. any employee of you. 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. 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. <p>Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
Investigation	<p>An official examination, official enquiry or official investigation into you or any insured person conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to your or any insured person's conduct.</p>
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	<p>The amount any insured person becomes legally liable to pay in respect of a claim including defence costs, legal representation costs, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with our prior written agreement (which shall not be unreasonably withheld).</p> <p>Loss does not include:</p> <ol style="list-style-type: none"> any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits; punitive and exemplary damages in relation to an employment claim; the multiplied portion of any damages award unless awarded for defamation.
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.
Retired trustee	Any insured person no longer acting in such capacity
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 or employment practice wrongful act committed before it ceased to be a subsidiary.</p>
Wrongful act	<p>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 in their capacity as your trustee, committee member, volunteer, director, officer or employee including:</p> <ol style="list-style-type: none"> breach of any duty, including fiduciary or statutory duty; breach of trust; negligence, negligent misstatement, misleading statement or negligent misrepresentation; defamation; wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation); breach of warranty of authority; any other act, error or omission attempted or allegedly committed or attempted by an insured person solely because of their status as a director, officer or employee of you.
You / your	<p>Also includes any 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; does not trade any of its securities on any United States of America exchange; <p>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.</p> <p>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.</p>

What is covered

Claims against an insured person	We will pay on behalf of any insured person the loss arising from a claim first made during the period of insurance against any insured person for any wrongful act within the geographical limits.
'Not for profit' body reimbursement	<p>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 first made during the period of insurance against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess (if any) shown in the schedule.</p> <p>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.</p>
Employment claims	<p>We will pay on behalf of an insured person the loss arising from an employment claim first made against an insured person during the period of insurance brought by a current, former or potential employee of yours.</p> <p>This cover does not apply if the insured person is covered under the employment practices liability section of this policy.</p>
Extradition proceedings	We will pay on your behalf the loss arising from any extradition proceeding against any insured person during the period of insurance.
Health and safety/manslaughter	<p>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 & safety/manslaughter claim (or 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.</p> <p>This cover will only apply excess of any other insurance and indemnification available from any other source.</p>
Pension/employee benefit schemes claims	We will pay on your behalf 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.
Pollution claims	We will pay on your behalf loss in respect of a claim arising from pollution.
Representation costs	<p>a. We will pay on behalf of any insured person the legal representation costs arising from an investigation where your or an insured person's attendance is required first notified as being required during the period of insurance,</p> <p>b. We will pay on your behalf the legal representation costs arising from an investigation where an insured person's attendance is required 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.</p>
Bail costs	<p>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.</p> <p>The limit provided under this cover shall be 10% of the total limit shown on the schedule or £250,000 whichever is the lesser. This limit shall form part of the total aggregate limit for this section shown in the schedule.</p>
Crisis containment costs	<p>We will pay on behalf of any insured person the crisis containment costs arising from a claim.</p> <p>The limit provided under this cover shall be limited to a maximum of £25,000 per policy. This limit shall be in addition to the total aggregate limit for this section shown in the schedule.</p> <p>For the avoidance of doubt, should the Professional and legal liability section of this policy also be effected, only one crisis containment costs limit shall apply.</p>

What is not covered

Deliberate or dishonest acts	<p>A. We will not make any payment for any claim, loss or investigation:</p> <p>1. based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> i. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; ii. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled. iii. 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 will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur.</p>
Prior claims, investigations and circumstances	<p>2. based upon, attributable to or arising out of any claim, investigation or circumstance which you were aware of, 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 or you initiated prior to the date shown under the prior and pending litigation date in the schedule.</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>
Claims in the United States of America	<p>5. based upon, attributable to or arising out of any wrongful act committed or attempted in the United States of America.</p>
Bodily injury or property damage	<p>6. based upon, attributable to or arising from or 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 unless arising directly from any designs, plans, specifications, formulae, directions or advice prepared or given by you.</p> <p>This exclusion shall not apply to any health and safety/manslaughter claim. This cover will only apply excess of any other insurance and indemnification available from any other source.</p>
Takeovers and mergers	<p>7. 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.</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>

Special conditions

General terms

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 3. Premium payment, which applies only to **you**.

General condition 1, paragraph 2, shall not apply to this section. Under this section only **we** waive **our** right to rescind the **policy** on the grounds of non-disclosure or mis-representation.

General condition 5. Cancellation will only apply to this section at the end of the **period of insurance** or anniversary date whichever comes first.

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.

Clubs and associations - Trustees and individual liability

Policy wording

Information provided by
an Insured person

All information which any **insured person** provides 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

If **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, **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 item 1 under **Your Obligations** will then be amended to:

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:

This extended notification period is only available if:

- a. **we** receive **your** written notice of purchase and **your** premium within 30 days following the end of the **period of insurance**; and
- b. this section of the **policy** is not replaced or succeeded by any other policy providing directors' and officers' liability cover; and
- c. at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

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.

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 will not have the right to purchase an extended notification period if **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital or if cover under this section is continued solely as a result of the Retired trustees special condition.

Takeovers and mergers
extended notification period

In the event that **you** merge or consolidate with another company 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 retired trustees special condition shall not apply to any such extension.

Retired trustees

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who retires prior to the date of non-renewal for reasons other than disqualification 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:

- a. 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**;
- b. the run-off period shall run concurrently with any extended notification period;
- c. no similar insurance is effected elsewhere.

Additional defence costs

In the event that the limit of indemnity is exhausted **we** will provide an additional limit of indemnity of £250,000 in the aggregate, provided that the **insured person** has not been the subject of a previous **claim** for a **wrongful act** or series of **wrongful acts** that led to the exhaustion of the limit of indemnity.

This limit applies to the payment of **defence costs** only.

How much we will pay

Paying out the limit of indemnity

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.

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

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

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

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 45 days after it expires:
 - a. The **insured person's** first awareness of any **wrongful act**.
If **we** accept the **insured person's** notification **we** will regard any subsequent **claim** as notified to this insurance.
 - b. Any **claim** or threatened **claim** against the **insured person** or the **insured person's** lawful spouse, civil or unmarried partner of any person.
 - c. Any **investigation** into **you**.
 - d. The start of any disqualification proceedings against any **insured person**.
 - e. Any threat to start proceedings against any **insured person** for pollution.
2. **You** may notify **us** of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.
3. If any **insured person** 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**, that **insured person** will have no cover under this section.

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.

Any **insured person** may with **our** prior written approval appoint legal representation. However, where a **claim** is made against more than one **insured person** the same legal representative should be used unless there is a material conflict of interest between **insured persons**.

If it is not possible to obtain **our** consent prior to incurring **defence costs** we will give retrospective consent provided our consent is obtained within 14 days of first incurrence of such **defence costs**.

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**.

Clubs and associations - Trustees and individual liability

Policy wording

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.

Crisis containment costs contact details

24 hour crisis line: Telephone 0207 9397 999

Main contacts – Terence Fane-Saunders/James Darley

Chelgate can also be contacted at: No 1 Tanner Street, London, SE1 3LE

Tel: 020 7939 7939

Fax: 020 7939 7938

Email: hiscox@chelgate.com

Web: www.chelgate.com

You will be asked to provide **your policy** number and to confirm that a **claim** has been notified to **us**.

Crisis containment (Charity)

Policy wording

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 activities as a result of an insured event that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your activities .
Crisis containment costs	Costs incurred with our consent 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 event	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 as a direct result of a crisis commencing during the period of insurance .
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What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any part of a claim not covered by this **policy**.
2. costs which are covered under any other section of this **policy**.
3. **crisis containment costs** which have not been approved in advance by **us** or, if applicable, the **crisis containment provider**.
4. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects the profession or industry in which **you** conduct **your activities**; or
 - b. governmental regulations which affect another country or the profession or industry in which **you** conduct **your activities**; 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 activities** or the profession or industry in which **you** conduct **your activities**.

How much we will pay

The most **we** will pay under this section is the single limit of indemnity shown in the schedule, irrespective of the number of **crises** or **insured events**.

Your obligations

If a crisis arises during working hours

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

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

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

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section and no work will be carried out by the **crisis containment provider**.

You must give **us** any information which **we** may reasonably require and 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 give the **crisis containment provider** any information which they may reasonably require and co-operate fully with them in the management of the **crisis**. The **crisis containment provider** will then notify **us** of the **crisis** as soon as reasonably practicable.

The **crisis containment provider** is authorised by **us** to spend, at their discretion, up to the amount shown in the schedule 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 **policy**.