

**A seamless integrated insurance solution for amateur sports and leisure activities clubs and coaches.**

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

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**Our promise to you**

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



**Steve Langan**  
CEO, Hiscox Insurance Company

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**Complaints procedure**

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about the sale of **your policy** or the service offered by **your** insurance agent, **you** should contact IntoSport:

email: [sean@into-sport.com](mailto:sean@into-sport.com)

Into Sport  
14-16 Ivegate  
Yeadon  
Leeds  
LS19 7RE.

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

or by telephone on +44 (0) 800 1164627 or +44 (0) 1904 681198  
or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

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

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<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>b. exposure to asbestos, asbestos fibres or materials containing asbestos other than where such exposure is due to <b>your activities</b> taking place in a building where <b>you</b> did not know asbestos, asbestos fibres or materials containing asbestos were present; or</li><li>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.</li></ol>
<b>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Fundraising activities</b>	The following fundraising activities arranged by <b>you</b> that occur within the <b>geographical limits</b> : <ol style="list-style-type: none"><li>a. clerical and non-manual work;</li><li>b. domestic work, including domestic gardening, or car cleaning but not building alterations or repair;</li><li>c. exhibitions, craft fairs or fetes;</li><li>d. sponsored walks or hikes;</li><li>e. charity dinners, luncheons or quiz nights;</li><li>f. family fun days including the use of inflatable play equipment;</li><li>g. bonfires and firework displays;</li><li>h. any other activity not specifically excluded by the <b>policy</b>.</li></ol>
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>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;</li><li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Program</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"><li>a. is committed for political, religious, ideological or similar purposes; and</li><li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li>c. <ol style="list-style-type: none"><li>i. involves violence against one or more persons; or</li><li>ii. involves damage to property; or</li></ol></li></ol>

## General terms and conditions

- iii. endangers life other than that of the person committing the action; or
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

<b>Virus</b>	<b>Programs</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in the schedule.
<b>You/your</b>	The insured named in the schedule.
<b>Your activities</b>	<p><b>Your</b> activities declared to <b>us</b> and accepted by <b>us</b>, shown in the schedule, including:</p> <ul style="list-style-type: none"> <li>a. advertising, publicity, or promotion in or of <b>your</b> sporting club or association;</li> <li>b. the ownership, maintenance and repair of premises where you carry out <b>your</b> activities;</li> <li>c. the management and provision of canteen, social, sports or welfare organisations for the benefit of your employees;</li> <li>d. the management and provision of medical, fire and security services;</li> <li>e. private work undertaken by your employees for any director, partner, trustee, committee member or officer of <b>you</b>;</li> <li>f. <b>fundraising activities</b>.</li> </ul>

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### General conditions

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

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

## General terms and conditions

- change of circumstances
- i. notify **us** of a change of circumstances which may materially affect the **policy**; or
  - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances;
- we** may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.
- b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
    - i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
    - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.
- 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 **you** have paid the premium.
- Cancellation
7. If **you** decide within the first 14 days of taking out this **policy** that this **policy** does not meet **your** requirements, **you** may cancel this **policy** and, provided that no claim has been made, receive a full refund of **your** premium.
 

**We** or, after 14 days, **you** 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**.

**You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **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.

## General terms and conditions

- Rights of third parties 10. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- Other insurance 11. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.
- Cover under multiple sections 12. Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.
- Governing law 13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration 14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

## General terms and conditions

### 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:

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- 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.

## Your IntoSport insurance policy summaries

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This document provides a summary of the policy covers available under the IntoSport insurance policy. The summaries below outline the key information about the IntoSport insurance policy so you can be confident that you have understood what you have bought and what you are covered for. The summaries below do not contain the full terms and conditions of your insurance contract. These can be found in the IntoSport insurance policy. If you have any additional questions, please contact Hiscox or IntoSport.

**Underwritten by:** Hiscox Underwriting Ltd on behalf of the insurers named in the policy schedule.

## Key benefits: what risks are you protected against?

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The following policy covers are available under the IntoSport insurance policy. Please check your policy schedule carefully to see which covers apply to you.

**Public and products liability** insurance covers you when you have to pay compensation to any third-party for accidental injury to them or damage to their property, occurring during the period of insurance.

We will pay up to the limit of indemnity stated in the policy schedule for:

- claims brought against you for bodily injury or property damage as a result of your activities, including claims arising from the failure of any service provided by you;
- claims brought against your members for bodily injury or property damage as a result of sporting or leisure activities within your club or association;
- claims brought against your directors, partners, trustees, committee members, officers or employees for bodily injury or property damage incurred in a personal capacity while temporarily outside of the UK.

**Professional indemnity** insurance covers you for compensation you have to pay to any third party as a result of problems with your work. We will pay for claims which are made against you during the period of insurance.

We will pay up to the limit of indemnity stated in the policy schedule for:

- claims brought against you for negligence, breach of a duty of care, failure in a duty to educate or failure in a duty to supervise;
- claims brought against you for defamation, negligent misstatement, negligent misrepresentation, breach of confidence or misuse of any information;
- claims brought against you for dishonesty of your individual partners, directors, trustees, committee members, officers, employees, volunteers or members.

**Personal accident** insurance provides a benefit amount following accidental bodily injury occurring during both the period of insurance and the operative time stated in the policy schedule which results in the death or permanent or temporary disablement of an insured person.

We will pay you the capital benefit amount stated in the policy schedule following:

- death, loss of limb, loss of sight, loss of hearing, loss of speech or permanent total disablement.

For certain sports and leisure activities, we will also pay:

- temporary benefits following temporary total disablement;
- for dental treatment following loss or damage to teeth or dental prostheses which is caused by an accident;
- for optical treatment following loss or damage to eyes which is caused by an accident;
- for physiotherapy treatment following an identifiable physical injury which is caused by an accident;
- for repair or replacement of spectacles following loss or damage which is caused by an accident.

**Property damage** insurance protects you when your insured equipment is accidentally lost, damaged or stolen during the period of insurance.

We will pay up to the amounts stated in the policy schedule for:

- accidental physical loss or physical damage to property used in connection with your activities anywhere in the United Kingdom;
- the costs of reconstituting your documents and electronic data which have been lost, destroyed or distorted;
- the costs you incur to replace locks and keys necessary to maintain the security of your business premises or safes following theft of keys;
- continuing hire charges that you are responsible for following damage to hired-in equipment used in connection with your activities.

**Directors and officers' liability** insurance covers your directors, partners, trustees, committee members and employees for claims made against them as individuals during the period of insurance as a result of the performance of their duties for you.

We will pay up to the limit of indemnity stated in the policy schedule for claims arising from:

- breach of duty, breach of trust or breach of warranty of authority;
- negligence or defamation.

**Employers' liability** insurance covers you for compensation you have to pay to your employees for accidental injury to them, occurring during the period of insurance.

We will pay up to the limit of indemnity stated in the policy schedule for:

- claims brought against you for bodily injury to your employees and voluntary helpers in the course of their work for you.

**Commercial legal protection insurance** covers you for legal costs, including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal.

We will pay up to the limit of indemnity stated in the policy schedule for claims arising from:

- employment disputes: defending your legal rights in respect of any dispute with an employee or ex-employee;
- compensation awards: basic and compensatory awards arising from an alleged breach of an employee's statutory rights;
- legal defence: defending your legal rights in respect of any non-motor criminal prosecutions and some specific civil actions;
- property protection: pursuing your legal rights in a civil action following an event causing physical damage to your property;
- bodily injury: at your request, pursuing your employees' legal rights following their death or bodily injury;
- tax protection: negotiating on your behalf and representing you in any appeal proceedings arising out of an Income Tax or Corporation Tax compliance check by or a dispute with HM Revenue & Customs.

**Business HR provides:**

- access to HR documentation templates, downloadable guides and a free online risk assessment for health and safety.

## Significant or unusual limitations and exclusions

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**Public and products liability insurance will not pay for any claim or loss directly or indirectly due to:**

- the ownership, use, maintenance or use of any aircraft, hovercraft, mechanically propelled vehicles or watercraft (other than hand propelled or sailing craft in inland or territorial waters);
- bodily injury to any employee or voluntary helper of yours;
- any designs, plans, specifications or formulae provided for a fee;
- any physician, surgeon or dentist providing medical diagnosis, treatment or advice;
- the failure of any goods sold, manufactured, constructed, erected, installed or altered by you to perform their intended function;
- any liability where you are deemed in law to be a tour operator, travel agent, travel facilitator or travel organiser;
- any activity involving the use of or provision of any of the following, unless agreed by us in writing:
  - any animal;
  - any mechanically propelled rides at speeds which exceed 15 kilometres per hour;
  - any activity taking place underground;
  - any aerial activity or any activity taking place more than five metres from floor or ground level;
  - any trampolining or gymnastics other than floor-based activities;
  - any combat sport;
  - Gaelic football, Australian rules football or any form of rugby other than tag rugby.

Your policy wording will also clearly show the terms and conditions which apply to any bonfire or firework displays or the use of any inflatable play equipment.

**Professional indemnity insurance will not pay for any claim or loss directly or indirectly due to:**

- death or bodily or mental injury or disease suffered by anyone;
- the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle;
- the loss, damage or destruction of any tangible property, other than documents in your care, custody or control;
- the loss or distortion of any data held electronically;
- any supply, manufacture, sale, installation or maintenance of any product.

**Personal accident insurance will not pay for:**

- any capital or temporary benefit following any injury sustained while taking part in certain hazardous activities, unless agreed by us in writing;
- any temporary benefit following any injury to any insured person who is:
  - over 85 years old at the inception of the policy;
  - under 16 years old at the inception of the policy;
  - 16 or 17 years old at the inception of the policy, unless that person is in paid employment at the time of the accident.

**Property damage insurance will not pay for loss or damage:**

- to any money, jewellery, personal property, vehicles, animals, plants or buildings;

- caused by wear and tear or any gradually operating cause;
- caused by theft or attempted theft, unless the items is securely stored in a building, shipping container, gated compound or motor vehicle;
- caused by storm or flood unless the item is stored in a shipping container or a building of standard construction;
- to any item while being used, cleaned, repaired, inspected, worked on or maintained;
- to any item which is stored in a buildings which has been left unoccupied for more than 90 consecutive days;
- caused by fraud or dishonesty;
- while in transit by sea or air unless packed securely in a protective case or by a professional transit company.

**Directors and officers' liability insurance will not pay for any claim:**

- for mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property;
- relating to a breach of or failure to provide professional duties or services;
- arising solely as a result of the employment or non-employment by you of any current, former or prospective employee or volunteer.

**Employers' liability will not pay for any claim or loss directly or indirectly due to:**

- any bodily injury to any employee while they are offshore.

**Commercial legal protection insurance will not cover:**

- any civil claim unless it is more likely than not that the insured person will recover damages or make a successful defence;
- any claim reported to DAS more than 180 days after the date that the relevant insured person should have known about the insured incident;
- any costs or expenses incurred before DAS have agreed to accept the claim;
- judicial review;
- employment disputes in respect of damages for personal injury or loss of or damage to property;
- compensation awards relating to trade union activities, pregnancy or maternity rights, or statutory rights in relation to trustees of occupational pension schemes;
- any claim which leads to an insured person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle;
- any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.

## Your obligations

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Remember, your premium and insurance are based on the details you have provided to us. You must make sure that this information accurately reflects your circumstances and that you inform us immediately if anything needs to change. You must also tell us of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy too.

**You need to consider:**

- if you fail to fairly present the risk to us, including by failing to disclose any information material to the insurance, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- we will only cover you for the activities you have told us about and we have agreed to cover. If you have not told us about any of your activities, it is unlikely you will be covered for any corresponding claim or loss;
- we will not make any payment in respect of anything you knew, or ought to have known, before the start of the period of insurance which would be likely to result in a claim or loss;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- if you fail to let us know of any changes to your circumstances during the period of insurance or, if when telling us about such changes you fail to present the risk to us fairly, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- please be aware of all terms and conditions of your policy as failure to comply with them could invalidate it or result in us not paying a claim or reducing the amount we pay;
- if you make a fraudulent claim or try to deceive us, we may terminate the policy.

## Policy length

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The period of insurance is stated on your policy schedule. Cover will cease at the end of the period of insurance unless you renew your policy with us.

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## **Retroactive dates, geographical and jurisdiction limits**

Where any section of your policy schedule includes a retroactive date, we will not make any payment for any claim or loss under that section which arises from any activity performed or any act, incident or occurrence taking place, before the retroactive date.

Where any section of your policy schedule shows the geographical limits which apply to that section of the policy, we will only pay for claims and losses under that section which arise from activities performed or acts, incidents or occurrences taking place within those geographical limits.

Where any section provides cover in respect of your liability to third parties, we will only cover claims first made in a country within the applicable courts stated in that section of your policy schedule.

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## **Cancellation rights**

If you decide within the first 14 days of taking out this policy that this policy does not meet your requirements, you may cancel this policy and, provided that no claim has been made, receive a full refund of your premium.

We or, after 14 days, you 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.

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## **In the event of a claim**

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions within the General terms and conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is particularly important that you notify us of the incident or event giving rise to the claim in accordance with the notification provisions set out in the relevant section of the policy. If someone brings or threatens to bring a claim against you, you must not make any admission of liability or make any offer of settlement or appoint solicitors or other legal representation without our prior written agreement.

If you do not comply with these obligations, we may be entitled to refuse to cover you entirely, or reduce the amount we pay, for that particular claim. As with any insurance, you have an obligation to take reasonable steps to mitigate any loss or liability. In the event of a claim, you must bear the amount of the corresponding excess stated on the policy schedule, if applicable.

If you need to notify us of anything, please contact IntoSport:

Address: Into Sport, 14-16 Ivegata, Yeadon, Leeds, LS19 7RE

Telephone: +44 (0)113 232 0704

Email: [info@into-sport.com](mailto:info@into-sport.com)

If this is not possible, then our claims team can be contacted on +44 (0)1206 773 899, Monday to Friday, 09.00 to 17.30. You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss.

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## **Any questions or complaints?**

If ever you're unhappy about anything we do, or fail to do, please contact our customer services team and quote the policy number stated in the policy schedule. They'll do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

Address: Hiscox Customer Relations, The Hiscox Building, Peasholme Green, York, YO1 7PR

Telephone: 0800 116 4627 or +44 (0)1904 681 198

Email: [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com)

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## **Financial Ombudsman Service and Financial Services Compensation Scheme**

If you remain dissatisfied with the way your complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. This does not affect your legal rights.

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If for any reason we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). For further information visit [www.fscs.org.uk](http://www.fscs.org.uk).

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

## Special definitions for this section

<b>Abuse or molestation</b>	<b>Bodily injury</b> directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your activities</b> who is: <ul style="list-style-type: none"> <li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li> <li>b. hired to or borrowed by <b>you</b>;</li> <li>c. self-employed and working on a labour-only basis under <b>your</b> control or supervision;</li> <li>d. engaged by labour-only sub-contractors;</li> <li>e. a labour master or a person supplied by him;</li> <li>f. engaged under a work experience or training scheme;</li> <li>g. a voluntary helper whether in employment or not.</li> </ul>
<b>Inefficacy</b>	The failure of any goods sold, manufactured, constructed, erected, installed or altered by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Member</b>	Any person: <ul style="list-style-type: none"> <li>a. formally registered as a member of <b>yours</b>;</li> <li>b. undertaking club or association activities on <b>your</b> behalf, including invited judges and stewards.</li> </ul>
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> director, partner, trustee, committee member or officer in actual control of <b>your</b> operations.

## What is covered

Claims against you	<p>If, as a result of <b>your activities</b>, any party brings a claim against <b>you</b> for:</p> <ul style="list-style-type: none"> <li>a. <b>bodily injury</b>, other than <b>abuse or molestation</b>, or <b>property damage</b> occurring during the <b>period of insurance</b>;</li> <li>b. <b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li> </ul> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any <b>employee</b> or <b>member</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
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Abuse or molestation claims	<p>If, as a result of <b>your activities</b>, any party brings a claim against <b>you</b> during the <b>period of insurance</b> for <b>abuse or molestation</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any <b>employee</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will not in any event provide cover to any party who actually commits, condones or ignores any <b>abuse or molestation</b>.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Claims against members	<p>If, as a result of sporting or leisure activities within <b>your</b> club or association, a claim for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b>, other than <b>abuse or molestation</b>, or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li></ol> <p>is brought against any <b>member</b> (including a claim brought by another <b>member</b> but not a claim brought by <b>you</b>), <b>we</b> will indemnify that <b>member</b> against the sums they have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners, trustees, committee members, officers or <b>employees</b> or any spouse of any such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b> incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland other than:</p> <ol style="list-style-type: none"><li>where indemnity arises out of the ownership or occupation of land or buildings;</li><li>where indemnity is provided by any other insurance.</li></ol>
Claims against principals	<p>If, as a result of <b>your activities</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer or client of <b>your activities</b> for whom you are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer or client that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"><li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ol>
Cross liabilities	<p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>
Criminal proceedings costs	<p>If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> or any <b>employee</b>.</p>
<b>Additional cover</b>	
Court attendance compensation	<p>If any person within the definition of <b>you</b>, or any <b>employee</b>, has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day that their attendance is required by <b>us</b>.</p>
Motor contingent liability	<p>If, any party brings a claim against <b>you</b> during the <b>period of insurance</b> for <b>bodily injury</b> or <b>property damage</b> arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with <b>your activities</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this clause.</p>

**We** will not make any payment under this clause for any claim:

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

### What is not covered

Property for which you are responsible	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to:           <ol style="list-style-type: none"> <li>a. vehicles or personal effects belonging to <b>your employees, members</b> or visitors, while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your activities</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement.</li> </ol> </li> <li>2. the ownership, possession, maintenance or use by <b>you</b> or any <b>member</b> or on behalf of <b>you</b> or any <b>member</b> of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft in inland or territorial waters) or any mechanically propelled vehicles and their trailers. This does not apply to:           <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the loading or unloading of any vehicle off the highway;</li> <li>c. any claim covered under <b>What is covered</b>, Motor contingent liability.</li> </ol> </li> </ol>
Injury to employees	<ol style="list-style-type: none"> <li>3. <b>bodily injury</b> to any <b>employee</b>.</li> </ol>
Pollution	<ol style="list-style-type: none"> <li>4. a. i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> <li>b. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ol>
Computer virus	<ol style="list-style-type: none"> <li>5. transmission of a computer <b>virus</b>.</li> </ol>
Professional design	<ol style="list-style-type: none"> <li>6. designs, plans, specifications or formulae prepared or given by <b>you</b> or any <b>member</b> for a fee.</li> </ol>
Medical treatment	<ol style="list-style-type: none"> <li>7. any physician, surgeon or dentist providing medical diagnosis, prescription, treatment or advice.</li> </ol>
Your products	<ol style="list-style-type: none"> <li>8. the costs of repairing, reconditioning or replacing any <b>product</b> or any of its parts.</li> <li>9. a. any of <b>your products</b> relating to aircraft, including missiles or spacecraft, and any ground-support or control equipment used in connection with such products;</li> <li>b. any of <b>your products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>your products</b>.</li> </ol>

Inefficacy	10. <b>inefficacy.</b>
Deliberate or reckless acts	11. any act, breach, omission or infringement <b>you</b> or a <b>member</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	12. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Tour operators	13. <b>your</b> liability where <b>you</b> have performed as, or where <b>you</b> are deemed in law to be, a tour operator, travel agent, travel facilitator or travel organiser.
Date recognition	14. <b>date recognition.</b>
War, terrorism and nuclear	15. <b>war, terrorism or nuclear risks.</b>
Asbestos	16. <b>asbestos risks.</b>
Sporting and fundraising activities	17. a. any activity involving the use of or provision of: <ul style="list-style-type: none"> <li>i. any animal, including but not limited to hunting, horse riding or any other equestrian activities, however this does not apply to the provision of donkey rides or falconry displays by a third-party during <b>fundraising activities</b>;</li> <li>ii. any mechanically propelled rides or vehicles at speeds which exceed 15 kilometres per hour, however this does not apply to any claim covered under <b>What is covered</b>, Motor contingent liability;</li> </ul> <ul style="list-style-type: none"> <li>b. any activity taking place underground, including but not limited to caving or potholing;</li> <li>c. any activity taking place more than five metres from floor level when inside a building or structure or more than five metres above ground when, outside a building or structure, including but not limited to mountaineering or rock climbing;</li> <li>d. any aerial activity including but not limited to hang-gliding, parachuting, parascending, paragliding, kite surfing or bungee jumping;</li> <li>e. any trampolining or gymnastics other than floor-based activities;</li> <li>f. any combat sport including but not limited to boxing, wrestling or martial arts;</li> <li>g. the following contact sports: Gaelic football, Australian rules football or any form of rugby other than tag rugby;</li> </ul> <p>unless declared to <b>us</b> and agreed by <b>us</b>.</p>
Bonfires and firework displays	18. any bonfire or firework display unless <b>you</b> ensure that: <ul style="list-style-type: none"> <li>a. there is a written risk assessment in place for the proposed event; and</li> <li>b. the relevant local authorities have been notified, their permission for the event has been granted and any requirements from them are fully complied with; and</li> <li>c. the fire brigade have been notified of the details of the event at least seven days before the event is due to take place; and</li> <li>d. fireworks are purchased from a reputable supplier and are not modified in any way; and</li> <li>e. all manufacturers guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and</li> <li>f. all <b>employees</b> have received appropriate training (recorded in writing) and are aware of the safety procedures for the event; and</li> <li>g. there is appropriate fire extinguishing equipment available at the event and <b>employees</b> have been instructed in the safe operation and use of such equipment; and</li> <li>h. there is appropriate provision for first aid on site, in line with the risk assessment document; and</li> <li>i. the bonfire is kept at least 25 metres away from the firework display area, and is not located within five metres of any trees, fencing or other combustible material; and</li> <li>j. the bonfire is kept at least 100 metres away from any premises, car park or storage of any flammable or dangerous materials; and</li> </ul>

- k. all members of the public are kept at least 25 metres from both the display area and the bonfire itself behind appropriate safety fencing; and
- l. no accelerants or other flammables are used on the bonfire; and
- m. an appropriate check is made of the weather conditions prior to the event going ahead and, if appropriate, a check is made with the fire brigade as to whether to continue with the event; and
- n. at the end of the display, the bonfire area is doused in water and a thorough check is undertaken to ensure that no potential fire hazards remain with a written record kept; and
- o. any sub-contractor who is operating the display has public liability insurance in place to a limit no less than **your** limit shown in the schedule, and **you** have retained a copy of their policy schedule including their policy number.

Inflatable play equipment	<p>19. the use of any inflatable play equipment unless <b>you</b> ensure that:</p> <ul style="list-style-type: none"> <li>a. a written risk assessment for the inflatable play equipment has been undertaken and all requirements of this assessment are in force at all times; and</li> <li>b. the inflatable play equipment is inspected prior to use, after use and periodically during use for any defects by a suitably qualified person with a written record of inspection kept; and</li> <li>c. the inflatable play equipment has been erected and positioned in accordance with the manufacturer's instructions, by a suitably qualified person. The equipment is not to be used outdoors in wet or windy weather and is to be securely fastened to the ground at all times; and</li> <li>d. suitable additional safety equipment is in place around the inflatable play equipment, including safety mats on any hard surfaces in the vicinity; and</li> <li>e. at least one person who is fully trained in the safety procedures for such equipment supervises the use of the inflatable play equipment at all times to ensure it is used in a safe manner; and</li> <li>f. the inflatable play equipment is only used in accordance with the manufacturer's guidelines including the number of users at any one time, the mix of ages of users at any one time, the safety advice in terms of clothing and footwear and any other relevant best practice; and</li> <li>g. no one over the age of 12 years old or under the age of two years old uses the inflatable equipment; and</li> <li>h. any sub-contractor responsible for the inflatable play equipment has public liability insurance in place to a limit no less than <b>your</b> limit shown in the schedule, and <b>you</b> have retained a copy of their policy schedule including their policy number.</li> </ul> <p>B. <b>We</b> will not make any payment for:</p>
Restricted recovery rights	<p>1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.</p>
Non-compensatory payments	<p>2. fines and contractual penalties, punitive or exemplary damages.</p>
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>
Work undertaken outside the geographical limits	<p>4. any claim brought against <b>you</b> resulting from <b>your activities</b> in any country outside the <b>geographical limits</b>.</p>
Criminal actions against employees for abuse or molestation	<p>5. any criminal investigation or proceedings brought against any <b>employee for abuse or molestation</b>.</p> <p>However <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>your employee</b>, but only up to the date of any judgment or other final adjudication against that <b>employee</b> or an admission by the <b>employee</b> that an act of <b>abuse or molestation</b> did occur.</p>

## 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.

### Abuse or molestation claims

The most **we** will pay for claims arising during the **period of insurance** from **abuse or molestation** is £1,000,000 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.

### 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 in against you in USA/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

**We** will pay **you** the following compensation for each day, or part day:

1. **You** or **your** director, partner, trustee, committee member or officer £250
2. Any other **employee** £100

The most **we** will pay for the total of all court attendance compensation is £10,000.

### 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**.

The most **we** will pay for claims where **we** are providing indemnity to more than one person is a single limit of indemnity for all such claims.

## Your obligations

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

### If a problem arises

- a. **you** notify **us** promptly of any claim or threatened claim against **you**. 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 agent) as follows, ensuring **you** quote **your policy** number:

By email to: [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com); or

By post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

- b. **you** notify **us** within 7 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** 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 agent) 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.
  - c. **you** notify us promptly of any claim or threatened claim against any **member of yours** arising out of their sporting or leisure activities within **your** club or association.
  - d. **you** notify us as soon as practicable of:
    - i. **your** discovery 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 that **you** or any **member** 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.

Correcting problems

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

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**Control of defence**

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

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

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## Special definitions for this section

Defence costs	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
Retroactive date	The date stated as the retroactive date in the schedule.
You/your	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> director, partner, trustee, committee member or officer in actual control of <b>your</b> operations.

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## What is covered

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your activities</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li>negligence, breach of a duty of care, failure in a duty to educate or failure in a duty to supervise;</li><li>negligent misstatement or negligent misrepresentation;</li><li>infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;</li><li>breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;</li><li>defamation;</li><li>dishonesty of <b>your</b> individual partners, directors, trustees, committee members, officers, employees, volunteers or members;</li><li>negligence or breach of a duty of care in connection with the transmission of a computer <b>virus</b> or a denial of service attack;</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If <b>your</b> client has reasonable grounds for being dissatisfied with the work or services <b>you</b> have provided or which has been done or provided on your behalf, refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors or outsourcers at the date of the refusal, and threatens to bring a claim against <b>you</b> for more than the amount owed, it may be possible to settle the dispute with the client by <b>your</b> agreeing not to press for the disputed amount. If so, <b>we</b> will pay <b>you</b> the amount owed to <b>you</b> at that time if <b>we</b> believe that this will avoid a legitimate claim for a greater amount and <b>we</b> have given <b>our</b> 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 <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> will pay the amount owed to <b>you</b> at that time. If a claim is still brought, <b>we</b> will deal with it but <b>our</b> total payment, including what <b>we</b> have already paid <b>you</b> or on <b>your</b> behalf, will not exceed the applicable limit of indemnity shown in the schedule. <b>You</b> must return the amount <b>we</b> have paid if <b>you</b> eventually recover the debt less <b>your</b> reasonable expenses.</p> <p>Once <b>we</b> agree to make this payment <b>you</b> will assign to <b>us</b> such rights as <b>you</b> have in relation to the amounts owed to <b>you</b>.</p> <p><b>We</b> will not make any payment for any part of a claim not covered by this section.</p>
Your own losses	
Loss of documents	<p>If during the <b>period of insurance</b> any document, information or data of <b>yours</b> which is necessary for the performance of <b>your activities</b> is lost, damaged or destroyed while in <b>your</b> possession, <b>we</b> will pay the reasonable expenses <b>you</b> incur with <b>our</b> prior written consent in restoring or replacing it.</p>

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**.

### What is not covered

Matters specific to your business

- A. **We** will not make any payment for any 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 **your** 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, unless arising directly from **your** breach of a duty of care in the performance of **your activities**.
12. the death of or any bodily or mental injury or disease suffered by anyone.
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 other than documents in **your** care, custody or control in connection with **your activities**.  
This clause does not apply to **your** own loss under the Loss of documents cover in **What is covered**.
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, partner, trustee, committee member or officer of **yours** when acting in that capacity or managing **your** business, or a breach of any fiduciary duty, other than when performing **your activities**, 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. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> , or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about, before <b>we</b> agreed to insure <b>you</b> .
Date recognition	22. <b>date recognition</b> .
War, terrorism and nuclear	23. <b>war, terrorism or nuclear risks</b> .
Asbestos	24. <b>asbestos risks</b> .
Claims brought by a related party	B. <b>We</b> will not make any payment for: <ol style="list-style-type: none"> <li>1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your activities</b>.</li> </ol>
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Lost profit and VAT	3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

### How much we will pay

**We** will pay up to the 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.

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	For claims brought against <b>you</b> arising from dishonesty of <b>your</b> partners, directors, officers, trustees, committee members, employees, volunteers or members, the most <b>we</b> will pay is a single limit of indemnity for the total of all such losses and claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Court attendance compensation	<p><b>We</b> will pay <b>you</b> the following compensation for each day, or part day:</p> <ol style="list-style-type: none"> <li>1. <b>You</b> or <b>your</b> director, partner, trustee, committee member or officer £250</li> <li>2. Any other employee £100</li> </ol> <p>The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.</p>
Paying out the limit of indemnity	At any stage of a claim <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for that claim or its <b>defence costs</b> .

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## Your obligations

If a problem arises

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** first become aware of in the seven days before expiry:
  - a. **your** first awareness of anything, including any actual or alleged shortcoming in **your** work, which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.  
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
  - b. any claim or threatened claim against **you**;
  - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, officer, trustee, committee member, employee, volunteer or member 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.

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## Control of defence

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

## Thank you for signing up with BusinessHR

Currently, BusinessHR had in excess of 65,000 registered clients that used BusinessHR reference tools, trusting in its quality service to inform them of the latest in HR and health and safety.

Like them, you can now enjoy support on HR and health and safety issues through BusinessHR's website. BusinessHR provide a range of support services at an additional cost.

To access the website, please register online at <http://hiscox.businessshr.net> using the last seven digits of your policy number and postcode to gain access to the website.

## A risk management service at your fingertips

Included as standard through an easy to navigate website:

- access to a variety of the employee contracts, forms, policies, letters and a handbook that you may need to manage your staff
- a wide range of downloadable HR and health and safety guides
- a free online risk assessment for both HR and health and safety
- monthly e-newsletters, keeping you up-to-date with changes in the law

Available at an additional charge:

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

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

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

- HR consultant services - BusinessHR's on site consultancy services cover all aspects of HR management such as grievances, disciplinaries, recruitment, redundancy programmes, training and development, job evaluation exercises or assistance with performance management issues, all of which are available to you at an attractive rate. To find out more please contact BusinessHR on 0845 355 0877.

Also available from BusinessHR are comprehensive compliance reviews which can, if required, incorporate convenient online updating of all your HR documentation as the fine detail of the law changes. To find out more just contact Business HR on 0845 355 0877.

## 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.

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

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## Special definitions for this section

<b>Amount insured</b>	The most <b>we</b> will pay as shown in the schedule. Unless <b>we</b> say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after <b>we</b> pay a loss provided <b>you</b> carry out <b>our</b> recommendations to prevent further loss or damage.
<b>Bank cards</b>	Credit, debit, charge, cheque, bank and cash point cards.
<b>Business premises</b>	The space <b>you</b> occupy at the premises shown in the schedule for the purposes of <b>your activities</b> .
<b>Computers</b>	Computers and ancillary equipment, including <b>software</b> and data-carrying media, but excluding data or information entered by <b>you</b> or on <b>your</b> behalf.
<b>Damage</b>	Accidental physical loss or physical damage.
<b>Flood</b>	Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by <b>storm</b> or not.
<b>Insured equipment</b>	<p>Tangible property used in connection with <b>your activities</b> which belongs to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"><li><b>stock;</b></li><li><b>computers;</b></li><li>sports equipment, clothing and footwear;</li><li>bags and carry-cases;</li><li>tools and cleaning equipment;</li><li>lamps and safety equipment;</li><li>power supplies and control equipment;</li><li>binoculars and photographic equipment;</li><li>walkie-talkies and communications equipment;</li><li>exhibition stands and equipment;</li><li>PA, projection and video equipment;</li><li>cups, trophies and awards;</li><li>tenant's improvements, decorations, fixtures and fittings;</li><li>general office contents.</li></ol> <p>The following are not included within this definition:</p> <ol style="list-style-type: none"><li><b>money and bank cards;</b></li><li><b>valuables;</b></li><li><b>personal effects:</b></li><li>documents and electronic data;</li><li>motorised vehicles, including off-road vehicles, their keys and accessories, other than gardening equipment and wheelchairs;</li><li>aircraft and their accessories;</li><li>animals;</li><li>trees, shrubs and plants;</li><li>land and water;</li><li>buildings and marquees.</li></ol>
<b>Money</b>	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National

Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers.

<b>Personal effects</b>	Personal clothing and personal property worn, used or carried about the person excluding <b>money, bank cards and valuables</b> .
<b>Software</b>	Programmes which run <b>your computers</b> , including both <b>your</b> own operating programmes and application programmes used in the course of <b>your business</b> .
<b>Stock</b>	Goods held in trust, stock, samples, merchandise goods, food, drink, and tobacco.
<b>Storm</b>	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
<b>Valuables</b>	Gold, silver, platinum, gold and silver plate, jewellery, gemstones and watches.

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**What is covered**      **We** will insure **you** against **damage** occurring within the **geographical limits** during the **period of insurance** to **insured equipment**.

**Additional cover**      The following are also provided up to the amount shown in the schedule:

Additions to insured equipment	1. <b>damage</b> occurring within the <b>geographical limits</b> during the <b>period of insurance</b> to any additional <b>insured equipment</b> , provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.
Reconstitution of documents and data	2. the reasonable cost of replacing or reconstituting the documents and electronic data <b>you</b> need to continue <b>your activities</b> , if such documents and electronic data have been lost, destroyed or distorted as a direct result of <b>damage</b> covered under this section. However, <b>we</b> will not make any payment for reconstitution of electronic data unless <b>you</b> take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the <b>business premises</b> .
Continuing hire charges	3. continuing hire charges for <b>insured equipment</b> hired in by <b>you</b> whilst such <b>insured equipment</b> is being repaired as a direct result of <b>damage</b> , provided: <ol style="list-style-type: none"> <li>a. <b>you</b> are legally liable for such costs; and</li> <li>b. <b>we</b> have made payment or admitted liability for such <b>damage</b>.</li> </ol>
Lock replacement	4. the costs <b>you</b> incur to replace locks and keys necessary to maintain the security of the <b>business premises</b> or safes following theft of keys involving force and violence first discovered during the <b>period of insurance</b> .

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**What is not covered**      **We** will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of fire or, where covered by this section, **storm**;
  - c. coastal or river erosion;
  - d. a rise in the water table;
  - e. theft or attempted theft unless the **insured equipment** is:
    - i. stored in a locked building or shipping container or gated compound secured with a closed shackle padlock and the theft or attempted theft involves entry to, or exit from the building, shipping container or compound by forcible or violent means; or
    - ii. out of sight in a locked boot, trailer, roof box or locked compartment of a motor vehicle and all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft;

- f. **storm or flood** unless the **insured equipment** is stored in a shipping container or in a building that is built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material;
  - g. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing of a building which is occupied and in use;
  - h. 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;
  - i. a **virus** or anyone who maliciously targets **you** and gains unauthorised access to **your** website, intranet, computer system, network, telephony equipment or data that **you** hold electronically.
2. **damage to insured equipment** being cleaned, repaired, inspected, worked on or maintained.
3. **damage to insured equipment** directly resulting from its own breakdown, explosion or collapse.
4. **damage to insured equipment** while being used.
5. **damage to insured equipment** while stored at any building which has been left unoccupied for more than 90 consecutive days.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty.
10. **damage to any insured equipment** while in transit by air or sea, stowed in the hold of an aircraft or watercraft, or in the custody and control of the airport or seaport operator or their agents unless the **insured equipment** is packed securely in a protective case designed to be used with the **insured equipment** or is packed by a professional transit company.
11. financial loss due to **your** parting with title or possession of property or rights to **insured equipment** prior to receiving payment in full.
12. the cost of any routine repair, inspection, maintenance, cleaning or adjustment where no **damage** has occurred.
13. deliberate damage to or neglect of **your insured equipment** by **you**.
14. any reduction in the value of an item that has not suffered **damage** because it forms part of a pair or set.
15. any indirect losses which result from the incident which caused **you** to claim including any loss of use or expense incurred through not being able to use **your insured equipment** following **damage**.
16. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
  - a. pollution or contamination which itself results from insured **damage** covered under this section; or
  - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
17.
  - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
  - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
18. **war, confiscation and nuclear risks**.
19. any cost incurred in preparing or submitting a claim under this **policy**.
20. the amount of the **excess**.

## How much we will pay

Repair and replacement	<p><b>We</b> will pay up to the <b>amount insured</b> shown in the schedule unless limited below or in the schedule.</p> <p>At <b>our</b> option <b>we</b> will repair, restore, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> <li>1. for <b>insured equipment</b> (other than <b>stock</b>) that can be economically repaired, the cost of the repairs.</li> <li>2. for <b>insured equipment</b>(other than <b>stock</b>) that cannot be economically repaired, the cost of replacement as new.</li> <li>3. for <b>stock</b>, other than second-hand <b>stock</b> or goods held in trust, the cost of repair or replacement at the cost price to <b>you</b>.</li> <li>4. for second-hand <b>stock</b>, the cost of repair or replacement at the trade market value.</li> <li>5. for goods held in trust, the lesser of:             <ol style="list-style-type: none"> <li>i. <b>your</b> liability in respect of the goods held in trust; or</li> <li>ii. the cost of repair or replacement at the trade market value of such goods.</li> </ol> </li> </ol> <p>If the <b>insured equipment</b> was built or assembled by <b>you</b> we will only pay the cost of replacement for the constituent parts.</p>
Wear and tear	<p>The amount that <b>we</b> will pay for <b>damage</b> to any clothing or footwear insured within <b>your insured equipment</b> will be reduced to take into account wear and tear. The reduction will be based on the following scale:</p> <ol style="list-style-type: none"> <li>1. less than one year old, no reduction for wear and tear;</li> <li>2. between one and two years old, a 10% reduction for wear and tear;</li> <li>3. between two and three years old, a 20% reduction for wear and tear;</li> <li>4. between three and five years old, a 40% reduction for wear and tear;</li> <li>5. between five and seven years old, a 60% reduction for wear and tear.</li> </ol> <p><b>We</b> will not make any payment for any clothing or footwear that is more than seven years old.</p>
Under insurance	<p>If, at the time of <b>damage</b>, <b>we</b> establish that the <b>amount insured</b> does not represent the total value of the <b>insured equipment</b>, <b>we</b> will reduce the amount <b>we</b> pay in the proportion that the premium <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b> if <b>you</b> had declared the total value of the <b>insured equipment</b>.</p> <p><b>We</b> will only apply this calculation if:</p> <ol style="list-style-type: none"> <li>1. <b>we</b> find that the <b>amount insured</b> is less than 85% of the <b>insured equipment</b>; and</li> <li>2. <b>we</b> establish that <b>your</b> failure to declare the total value of the <b>insured equipment</b> was not deliberate or reckless and was a breach of <b>your</b> obligation to:             <ol style="list-style-type: none"> <li>a. make a fair presentation of the risk to <b>us</b> before the start of the <b>period of insurance</b>; or</li> <li>b. notify <b>us</b> of a change of circumstances in relation to the total value of the <b>insured equipment</b>, which may materially affect the <b>policy</b>; or</li> <li>c. make a fair presentation of the risk to <b>us</b> when notifying <b>us</b> of a change of circumstances in relation to the total value of the <b>insured equipment</b> which may materially affect the <b>policy</b>.</li> </ol> </li> </ol> <p>This remedy may apply in addition to General Conditions 2. b.ii. and 4. b.ii.</p> <p>If <b>your</b> failure to declare the total value of the <b>insured equipment</b> was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.</p>
Other interests	<p>Any payment will take into account the interest of any party having an insurable interest in the <b>insured equipment</b>, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest</p>

together with the name and address of that interested party.

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## Your obligations

If any damage occurs

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

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

### Special definitions for this section

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

**Prior and pending litigation date**  
**Securities**

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

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

**Subsidiary**

Any private limited company not domiciled outside of the United Kingdom of Great Britain and Northern Ireland or Republic of Ireland 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, partner, 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, partner, trustee, committee member, officer or **employee** of **you**.

**You/your**

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

## 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**.

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.

Pollution

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

## What is not covered

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

Deliberate or dishonest acts

1. based upon, attributable to or arising out of:
  - 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 where an **insured person** is a director, partner, officer or employee of such company.

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

Prior claims and circumstances	2.	based upon, attributable to or arising out of any <b>claim</b> or <b>loss</b> , or anything likely to lead to a <b>claim</b> or <b>loss</b> , which <b>you</b> knew or ought reasonably to have known about or that has been reported under any policy existing or expired, prior to the start of the <b>period of insurance</b> .
Prior litigation	3.	based upon, attributable to or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving <b>you</b> or an <b>insured person</b> initiated prior to the <b>prior and pending litigation date</b> .
Defined benefit pension schemes	4.	based upon, attributable to or arising out of an <b>insured person's</b> operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Claims in the United States of America	5.	based upon, attributable to or arising out of any <b>wrongful act</b> committed or attempted in the United States of America.
Matters insurable elsewhere	6.	for mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property. This exclusion shall not apply to any <b>health and safety/manslaughter claim</b> .
	7.	based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.
Claims brought by a related party	8.	based upon, attributable to or arising out of any claim brought or maintained by <b>you</b> or an <b>insured person</b> .
Breach of professional duty	9.	based upon, attributable to or arising out of any <b>claim</b> relating to a breach of or failure to provide professional duties or services.
Shareholders	10.	brought by or on behalf of anyone owning 15% or more of <b>your</b> issued share capital.
Takeovers and mergers	11.	based upon, attributable to or arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> after <b>you</b> merge or consolidate with another company or any party acquires more than 50% of <b>your</b> issued share capital. In the event of a <b>subsidiary</b> ceasing during the <b>period of insurance</b> to be a <b>subsidiary</b> cover under this section shall be amended to apply solely to <b>loss</b> arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> prior to the effective date of sale or dissolution.
Share offerings	12.	based upon, attributable to or arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> in relation to any actual public offering of <b>your</b> share capital unless <b>we</b> have given <b>our</b> prior written agreement and <b>you</b> have paid any additional premium and accepted any amendments <b>we</b> may require to the terms and conditions of this section.
Financial advantage	13.	based upon, attributable to or arising out of the gaining of any financial advantage to which the <b>insured person</b> was not entitled, including the repayment of any wrongfully received monies.
Employment claims	14.	based upon, attributable to or arising out of any <b>employment claim</b> .
Extradition proceedings	15.	based upon, attributable to or arising out of any <b>extradition proceeding</b> .
Outside entities	16.	based upon, attributable to or arising out of any actual or alleged <b>wrongful act</b> committed by an <b>insured person</b> for or on behalf of an <b>outside entity</b> .
Claims outside the applicable	17.	based upon, attributable to or arising out of any <b>claim</b> or investigation brought outside the

courts

courts set out in the schedule under applicable courts.

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## 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 6, Premium payment which applies only to **you**.

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.

**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.

### 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**.

### 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 100% of the annual section premium request that this section continue in force for a period of 12 months from the expiry date of the current **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.

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## How much we will pay

The most **we** will pay for the total of all **claims** and their **defence 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 **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**. **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**.

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## Your obligations

### Notification

1. **We** will not make any payment under this section:
  - a. unless **you** or an **insured person** notifies **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** or an **insured person** become aware of within the seven days before expiry:
    - i. the **insured person's** first awareness of any **wrongful act**;
    - ii. any **claim** or anything likely to lead to a **claim** against an **insured person** or the **insured person's** lawful spouse, civil or unmarried partner;
    - iii. the threat or commencement of any disqualification proceedings against any **insured person**;
    - iv. 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.

This section is provided by DAS Legal Expenses Insurance Company Limited, which is authorised and regulated by the Financial Services Authority.

**DAS** will always try to give **you** a quality service. If **you** think **DAS** have let you down, please write to the customer relations department at the head office address. Or **you** can phone **DAS** on 0117 934 0066 or email [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of **DAS**' internal complaint handling procedures are available on request.

Head and registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England. Registered in England and Wales, number 103274.

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

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

- a. once **you** have sent **DAS** the details of **your** claim and **DAS** have accepted it, **DAS** will start to resolve **your** legal problem;
- b. always report **your** claim to **DAS** in writing and as soon as possible. **DAS** can send **you** a claim form to help **you** do this.

**DAS** normally deal with claims through their legal claims centre but sometimes **DAS** use appointed lawyers.

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

Send your claim to	Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.
If you need help from DAS	<b>You</b> can phone <b>DAS</b> any time on 0117 933 0626 for advice on any commercial legal or tax problem affecting <b>your</b> business. If <b>you</b> require a claim form <b>you</b> can phone <b>DAS</b> on 0117 933 0626.
When DAS cannot help	Please do not ask for help from a solicitor or accountant before <b>DAS</b> have agreed. If <b>you</b> do, <b>DAS</b> will not pay the costs involved.
Cover	<p>This section will cover the <b>insured person</b> in respect of any <b>insured incident</b> arising in connection with the business shown in the <b>policy</b> schedule if the premium has been paid.</p> <p><b>DAS</b> agree to provide the insurance in this section in accordance with the operative covers shown in the <b>policy</b> schedule as long as:</p> <ol style="list-style-type: none"> <li>a. the <b>date of occurrence</b> of the <b>insured incident</b> happens during the <b>period of insurance</b> and within the <b>territorial limit</b>; and</li> <li>b. any legal proceedings will be dealt with by a court, or other body which <b>DAS</b> agree to, in the <b>territorial limit</b>; and</li> <li>c. in civil claims it is always more likely than not that an <b>insured person</b> will recover damages (or obtain any other legal remedy which <b>DAS</b> have agreed to) or make a successful defence.</li> </ol> <p>For all <b>insured incidents</b>, <b>DAS</b> will help in appealing or defending an appeal as long as the <b>insured person</b> tells <b>DAS</b> within the time limits allowed that they want <b>DAS</b> to appeal. Before <b>DAS</b> pay any <b>costs and expenses</b> for appeals, <b>DAS</b> must agree that it is always more likely than not that the appeal will be successful.</p> <p>If an <b>appointed representative</b> is used, <b>DAS</b> will pay the <b>costs and expenses</b> incurred for this. <b>DAS</b> will pay compensation awards that <b>DAS</b> have agreed to.</p> <p>The most <b>DAS</b> will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.</p>

## Special definitions for this section

<b>DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>The policyholder</b>	The insured named in the <b>policy</b> schedule.
<b>Insured person</b>	<b>The policyholder</b> and <b>the policyholder's</b> directors, partners, managers, employees and any other individuals declared to us by <b>the policyholder</b> .
<b>Appointed representative</b>	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an <b>insured person</b> in accordance with the terms of this section.
<b>Full enquiry</b>	An extensive examination by the HM Revenue & Customs which considers all aspects of <b>the policyholder's</b> tax affairs, excluding those enquiries which are limited to one or more specific aspects of <b>the policyholder's</b> self assessment and/or corporation tax return.
<b>Aspect enquiry</b>	An examination by the HM Revenue & Customs which considers one or more specific aspects of <b>the policyholder's</b> self assessment and/or corporation tax return.
<b>Date of occurrence</b>	<ol style="list-style-type: none"> <li>1. For civil cases (other than under <b>insured incident – 4 tax protection</b>), the <b>date of occurrence</b> is when the cause of action first accrued.</li> <li>2. For criminal cases, the <b>date of occurrence</b> is when the <b>insured person</b> commenced or is alleged to have commenced to violate the criminal law in question.</li> <li>3. For <b>full enquiries or aspect enquiries</b>, the <b>date of occurrence</b> is when the HM Revenue &amp; Customs first notifies in writing the intention to make enquiries.  For employers' compliance and value added tax disputes, the <b>date of occurrence</b> is when the relevant authority sends an assessment or written decision to <b>the policyholder</b>.</li> </ol>
<b>Costs and expenses</b>	
<b>Legal costs</b>	<p>All reasonable and necessary costs chargeable by the <b>appointed representative</b> on a standard basis.</p> <p>Also the costs incurred by opponents in civil cases if an <b>insured person</b> has been ordered to pay them, or pays them with the agreement of <b>DAS</b>.</p>
<b>Accountant's costs</b>	A reasonable amount in respect of all costs reasonably incurred by the <b>appointed representative</b> .
<b>Attendance expenses</b>	<p>The <b>insured person's</b> salary or wages for the time that the <b>insured person</b> is off work to attend any arbitration, court or tribunal hearing at the request of the <b>appointed representative</b> or while attending jury service. <b>DAS</b> will pay for each half or whole day that the court, tribunal or the <b>insured person's</b> employer will not pay for.</p> <p>The amount <b>DAS</b> will pay is based on the following:</p> <ol style="list-style-type: none"> <li>a. the time the <b>insured person</b> is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;</li> <li>b. if the <b>insured person</b> works full time, the salary or wages for each whole day equals 1/250th of the <b>insured person's</b> yearly salary or wages;</li> <li>c. if the <b>insured person</b> works part-time, the salary or wages will be a proportion of the <b>insured person's</b> weekly salary or wages.</li> </ol>
<b>Territorial limit</b>	<p><b>For insured incidents 2 – legal defence (excluding 2.4), and 3 b. bodily injury</b> The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey..</p> <p><b>For all other insured incidents</b> The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with <b>DAS</b>.</p>

## Insured incidents we will cover

### 1. Employment disputes and compensation awards

#### a. Employment disputes

**DAS** will defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with:
  - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
  - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

#### What is not covered

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

#### b. Compensation awards

**DAS** will pay:

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

Provided that:

1. in cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
  - a. followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
  - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c. sought and followed advice from the **DAS** legal advice service.
2. for an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** legal claims centre prior to serving notice of redundancy.
4. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. the total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

#### What is not covered

1. Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;

- statutory rights in relation to trustees of occupational pension schemes;
  - statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
  3. Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the national minimum wage laws.
  4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

c. Service occupancy

**DAS** will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

**What is not covered**

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

## 2. Legal defence

At **the policyholder's** request:

1. **DAS** will defend the **insured person's** legal rights:
  - a. prior to the issue of legal proceedings when dealing with the:
    - police;
    - health and safety executive and/or local authority health and safety enforcement officer;
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
  - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
  - c. if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
2. **DAS** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **DAS** will defend the **insured person's** (other than **the policyholder**) legal rights if:
  - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
  - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **DAS** will represent the **insured person** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **the policyholder's** business.
5. **DAS** will represent **the policyholder** in appealing against the refusal of the information commissioner to register **the policyholder's** application for registration.
6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

1. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the act applies;
2. at the time of the **insured incident**, **the policyholder** has registered with the information commissioner in respect of **insured incident 1 c**.

**What is not covered**

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

### 3. Property protection and bodily injury

- a. Property protection **DAS** will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:
1. any event which causes or could cause physical damage to such material property; or
  2. any nuisance or trespass.

#### What is not covered

Any claim relating to the following:

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

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

#### What is not covered

Any claim relating to the following:

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

### 4. Tax protection

- a. Full or aspect enquiries **DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry** and **any subsequent appeal proceedings**.
- b. Employers' compliance **DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or social security regulations following a review by HM Revenue & Customs.
- c. VAT disputes **DAS** will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of value added tax due.
- Provided that:
1. for all **insured incidents**, **the policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed;
  2. **DAS** will not pay more than £2,000 for **aspect enquiries**.

#### What is not covered

1. In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of **the policyholder** to register for value added tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs special investigation section or special compliance office.

5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

### What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. compensation awards** and **2. legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
9. Judicial review.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.

### Conditions which apply to the whole section

1. An **insured person** must:
  - a. keep to the terms and conditions of this section;
  - b. notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
  - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
  - d. try to prevent anything happening that may cause a claim;
  - e. send everything **DAS** ask for, in writing;
  - f. give **DAS** full details of any claim as soon as possible and give **DAS** any information they need.
2.
  - a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.  
**DAS** can negotiate any claim on behalf of an **insured person**;
  - b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
    - i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
    - ii. there is a conflict of interest;
  - c. before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**;
  - d. an **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times;

- e. **DAS** will have direct contact with the **appointed representative**;
  - f. an **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim;
  - g. an **insured person** must give the **appointed representative** any instructions that **DAS** require.
3.
    - a. an **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**;
    - b. if an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**;
    - c. **DAS** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
  4.
    - a. if **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited;
    - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
  5. if an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
  6. if an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
  7. if there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS**' internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
  8. **DAS** may at their discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
  9. this policy will be governed by English law.

## Helpline services

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

Eurolaw commercial legal advice

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

Tax advice

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

Business assistance

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

**To contact the above services, phone us on 0117 933 0626 quoting your policy number.**

Counseling

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

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

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

The employment manual

The **DAS** employment manual offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at [www.das.co.uk](http://www.das.co.uk). From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **DAS** at [marketing@das.co.uk](mailto:marketing@das.co.uk) with **your** email address, quoting **your** policy number and **DAS** will contact **you** by e mail to inform **you** of future updates to the information.

DAS businesslaw

At [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **you** will find a free, online reference full of the sorts of letters, articles and forms that will help **you** run **your** business successfully. **DASbusinesslaw** users can also access interactive document builders, to help make composing commercial documents as easy as possible.

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

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

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

## Special definitions for this section

<b>Accidental bodily injury</b>	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the <b>operative time</b> and which results in the <b>insured person's</b> death or <b>disablement</b> within 24 calendar-months of the date of the accident.
<b>Excess period</b>	The first period of <b>temporary total disablement</b> as shown in the schedule for which no benefit is payable.
<b>Disablement</b>	<b>Loss of sight, loss of hearing, loss of limb, loss of speech, permanent total disablement or temporary total disablement.</b>
<b>Inception</b>	Start date of the <b>period of insurance</b> as shown in the schedule.
<b>Insured person</b>	Any person shown in the schedule provided that the person is under 85 years old at <b>inception</b> .
<b>Loss of sight</b>	Permanent and total loss of sight in an eye.
<b>Loss of hearing</b>	Permanent and total loss of hearing.
<b>Loss of limb</b>	Loss by physical separation of an arm, hand, foot or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
<b>Loss of speech</b>	Permanent and total loss of speech.
<b>Medical expenses</b>	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section.
<b>Operative time</b>	The time during the <b>period of insurance</b> when the <b>insured person</b> is covered under this section as shown in the schedule.
<b>Permanent total disablement</b>	Disablement which totally prevents the <b>insured person</b> from working in any and every occupation, which lasts continuously for 12 calendar-months and which at the end of that period is without prospect of improvement.
<b>Temporary total disablement</b>	Disablement which totally prevents the <b>insured person</b> carrying out all parts of their usual occupation.

## What is covered

**We** will pay **you** the appropriate benefit shown in the schedule if:

- a. the **insured person** suffers **accidental bodily injury**;
- b. the **insured person** incurs **medical expenses** in connection with the **accidental bodily injury**.

## Additional cover

Dental treatment	<p>If the <b>insured person</b> suffers loss or damage to their teeth or any dental prostheses which is caused by an unforeseen and unexpected direct extra-oral impact occurring at an identifiable time and place during the <b>operative time</b>, <b>we</b> will pay <b>you</b> the necessary and reasonable cost of treatment by a suitably licensed and qualified dentist up to the amount shown in the schedule. However, <b>we</b> will not make any payment for:</p> <ol style="list-style-type: none"> <li>a. the treatment of a dental injury caused by the consumption of food and drink;</li> <li>b. the treatment of a dental injury caused by any oral hygiene activity;</li> <li>c. the treatment of a dental injury for which the <b>insured person</b> has not sought treatment within 21 days of the incident;</li> <li>d. the treatment of a dental injury caused by damage to dental prostheses while the <b>insured person</b> is not wearing them.</li> </ol>
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#### Optical treatment

If the **insured person** suffers loss or damage to their eyes which is caused by an unforeseen and unexpected direct extra-optical impact occurring at an identifiable time and place during the **operative time**, **we** will pay **you** the necessary and reasonable cost of treatment by a suitably licensed and qualified optician or ophthalmologist up to the amount shown in the schedule. However, **we** will not make any payment for:

- a. the treatment of an optical injury caused by the insertion or removal of contact lenses;
- b. the treatment of an optical injury directly or indirectly arising out of or contributed to by the insured person having previously undergone laser eye surgery;
- c. the treatment of an optical injury for which the **insured person** has not sought treatment within 21 days of the incident.

#### Repair or replacement of spectacles

If the **insured person** suffers loss or damage to their spectacles which is caused by an unforeseen and unexpected impact to the spectacles occurring at an identifiable time and place during the **operative time**, **we** will pay **you** the necessary and reasonable cost of the repair or replacement of the spectacles up to the amount shown in the schedule. However, **we** will not make any payment for:

- a. loss or damage to contact lenses;
- b. loss or damage to spectacles which are more specifically insured under another insurance policy.

#### Physiotherapy treatment

If the **insured person** suffers an identifiable physical injury:

- a. which is caused by an accident occurring at an identifiable time and place during the **operative time**; and
- b. which totally prevents the **insured person's** participation in official matches for their sporting club or association; and
- c. for which physiotherapy treatment is deemed necessary by a suitably licensed and qualified medical practitioner;

**we** will pay **you** the necessary and reasonable cost of the **insured person's** physiotherapy treatment up to the amount shown in the schedule, provided that the **insured person** is under 80 years old at **inception**.

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## What is not covered

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

#### Hazardous pursuits

1. any injury sustained while taking part in:
  - a. winter sports other than curling or ice skating;
  - b. the following scuba diving activities: any unaccompanied dive; any dive involving visits to wrecks or caves; any dive for gain or reward; or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
    - i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant Club or Association rules and guidelines at all times; or
    - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
  - c. free diving;
  - d. hunting;
  - e. white water rafting;
  - f. mountaineering or rock-climbing for which the **insured person** would normally need to use ropes or guides;
  - g. any activity taking place underground, including but not limited to caving or potholing;
  - h. any aerial activity including but not limited to hang-gliding, parachuting, parascending, paragliding, kite surfing or bungee jumping;
  - i. any kind of race or endurance test which is known to carry an increased risk of physical injury;
  - j. any combat sport including but not limited to boxing, wrestling or martial arts;

- k. armed forces activities including operations, exercises or training;
  - l. flying other than travel by commercial airlines as a passenger;
  - m. motorcycling other than by mopeds or scooters with an engine which does not exceed 50cc;
  - n. any business or commercial activity other than **your activities**.
- Other exclusions
- 2. any injury directly or indirectly arising out of or contributed to by:
    - a. any emotional or psychiatric disorder or condition;
    - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly);
    - c. the **insured person** committing suicide or attempted suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
    - d. any criminal act by the **insured person**;
    - e. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
    - f. pregnancy or any condition connected with pregnancy or childbirth;
    - g. **war, terrorism or nuclear risks**;
    - h. any illness or disease other than illness solely and directly resulting from **accidental bodily injury**.
- Temporary benefits
- 3. **temporary total disablement** of any **insured person**:
    - a. over 80 years old at **inception**;
    - b. under 16 years old at **inception**;
    - c. 16 or 17 years old at **inception**, unless that person is in paid employment at the time of the **accidental bodily injury**.
  - 4. **temporary total disablement** during the **excess period**.

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## How much we will pay

- Payment of benefit
- We** will pay the appropriate benefit shown in the schedule, but **we** will not pay more than one of the benefits in respect of the same accident. However, **we** will pay for **temporary total disablement** prior to making any payment under the death or permanent disablement benefits.
- For any **insured person** under 16 years old at **inception**, the most **we** will pay under the death or permanent disablement benefits is £2,000.
- For any **insured person** over 80 years old at **inception**, the most **we** will pay under the death or permanent disablement benefits is £5,000.
- For **permanent total disablement**, **we** will pay only when the disablement has lasted for 12 calendar months and at the end of that time is without prospect of improvement.
- For **temporary total disablement** benefits, **we** will pay:
- a. when the total amount on termination of any one period of disablement has been agreed; or
  - b. at **your** request on completion of at least four weeks' disablement subject to satisfactory medical and other evidence that **we** may require.
- We** will not pay **temporary total disablement** benefits for more than a total number of weeks shown in your schedule in connection with one injury.
- Payment of medical expenses
- We** will also pay **medical expenses** incurred in connection with the **accidental bodily injury** up to but not exceeding 15% of the benefit paid, subject to a maximum amount of £10,000 for each **insured person** during the **period of insurance**.

Maximum accumulation any one conveyance

The maximum amount **we** will pay in all under this and any other personal accident insurance issued by **us** in **your** name in respect of all **insured persons** travelling in the same conveyance is the accumulation limit shown in the schedule. If a claim exceeds the maximum accumulation limit stated in the schedule, **we** will pay an amount under this **policy** which is proportionately reduced so that the total under this and any other applicable personal accident insurance does not exceed the said limit.

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## Your obligations

### If a problem arises

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

1. **you** notify Van Ameyde Wallis (and **your** insurance agent) promptly of any injury or illness which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.

If **we** consider it necessary, the **insured person** must allow a medical adviser chosen by **us** to examine them and to see all medical records.

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## Claims

Procedural conditions for claims

1. Written notice must be given to Van Ameyde & Wallis Limited (and **your** insurance agent) as soon as practicable of any accident which causes or may cause a claim to be made under this insurance. If **disablement** results or may result, the **insured person** must place themselves as early as possible under the care of a suitably qualified medical practitioner.
2. **All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde & Wallis Limited, 34 The Mall, Bromley, Kent BR1 1TS (telephone number 020 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**

If these conditions are not complied with, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.