

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

Special definitions for this section

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

What is covered

Claims against you	If, as a result of your activities , any party brings a claim against you for: <ul style="list-style-type: none">a. bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance;b. personal injury or denial of access committed during the period of insurance; we will indemnify you against the sums you have to pay as compensation. This includes a claim against any employee or member when they are acting on your behalf in whatever capacity.
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We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Abuse or molestation claims

If, as a result of **your activities**, any party brings a claim against **you** during the **period of insurance** for **abuse or molestation**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

We will not in any event provide cover to any party who actually commits, condones or ignores any **abuse or molestation**.

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

Claims against members

If, as a result of sporting or leisure activities within **your** club or association, a claim for:

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

is brought against any **member** (including a claim brought by another **member** but not a claim brought by **you**), **we** will indemnify that **member** against the sums they have to pay as compensation.

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

Overseas personal liability

We will indemnify **you** and if **you** so request, any of **your** directors, partners, trustees, committee members, officers or **employees** or any spouse of any such person against legal liability as a result of **bodily injury**, **property damage** or **personal injury** incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland other than:

- a. where indemnity arises out of the ownership or occupation of land or buildings;
- b. where indemnity is provided by any other insurance.

Claims against principals

If, as a result of **your activities**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against a customer or client of **your activities** for whom you are providing services under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer or client that **we** would have made to **you**, provided that the party to be indemnified:

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

Cross liabilities

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

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any **employee**.

Additional cover

Court attendance compensation

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

Motor contingent liability

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

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

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

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

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
 1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. vehicles or personal effects belonging to **your employees, members** or visitors, while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or any **member** or on behalf of **you** or any **member** 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:

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

Injury to employees

3. **bodily injury** to any **employee**.

Pollution

4. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**;

unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
- b. any **pollution** occurring in the United States of America or Canada.

Computer virus

5. transmission of a computer **virus**.

Professional design

6. designs, plans, specifications or formulae prepared or given by **you** or any **member** for a fee.

Medical treatment

7. any physician, surgeon or dentist providing medical diagnosis, prescription, treatment or advice.

Your products

8. the costs of repairing, reconditioning or replacing any **product** or any of its parts.
9. a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground-support or control equipment used in connection with such products;

- b. any of **your products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **your products**.
- Inefficacy 10. **inefficacy**.
- Deliberate or reckless acts 11. any act, breach, omission or infringement **you** or a **member** 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. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- Tour operators 13. **your** liability where **you** have performed as, or where **you** are deemed in law to be, a tour operator, travel agent, travel facilitator or travel organiser.
- Date recognition 14. **date recognition**.
- War, terrorism and nuclear 15. **war, terrorism or nuclear risks**.
- Asbestos 16. **asbestos risks**.
- Sporting and fundraising activities 17. a. any activity involving the use of or provision of:
 - 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 **fundraising activities**;
 - 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 **What is covered**, Motor contingent liability;
 b. any activity taking place underground, including but not limited to caving or potholing;
 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;
 d. any aerial activity including but not limited to hang-gliding, parachuting, parascending, paragliding, kite surfing or bungee jumping;
 e. any trampolining or gymnastics other than floor-based activities;
 f. any combat sport including but not limited to boxing, wrestling or martial arts;
 g. the following contact sports: Gaelic football, Australian rules football or any form of rugby other than tag rugby;
 unless declared to **us** and agreed by **us**.
- Bonfires and firework displays 18. any bonfire or firework display unless **you** ensure that:
 - a. there is a written risk assessment in place for the proposed event; and
 - 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
 - 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
 - d. fireworks are purchased from a reputable supplier and are not modified in any way; and
 - e. all manufacturers guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and
 - f. all **employees** have received appropriate training (recorded in writing) and are aware of the safety procedures for the event; and
 - g. there is appropriate fire extinguishing equipment available at the event and **employees** have been instructed in the safe operation and use of such equipment; and

- h. there is appropriate provision for first aid on site, in line with the risk assessment document; and
- 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
- j. the bonfire is kept at least 100 metres away from any premises, car park or storage of any flammable or dangerous materials; and
- 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.

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| Inflatable play equipment | <p>19. the use of any inflatable play equipment unless you ensure that:</p> <ul style="list-style-type: none"> 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 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 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 d. suitable additional safety equipment is in place around the inflatable play equipment, including safety mats on any hard surfaces in the vicinity; and 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 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 g. no one over the age of 12 years old or under the age of two years old uses the inflatable equipment; and h. any sub-contractor responsible for the inflatable play equipment 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. <p>B. We will not make any payment for:</p> |
| Restricted recovery rights | <p>1. that part of any claim where your 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 you resulting from your activities in any country outside the geographical limits.</p> |

Criminal actions against employees for abuse or molestation

5. any criminal investigation or proceedings brought against any **employee** for **abuse or molestation**.

However **we** will pay the costs incurred with **our** prior written consent to defend such an action against **your employee**, but only up to the date of any judgment or other final adjudication against that **employee** or an admission by the **employee** that an act of **abuse or molestation** did occur.

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:

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| 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

We will not make any payment under this section:

If a problem arises

- unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to **us** (and **your** insurance 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.

2. unless **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.
3. unless you notify us as soon as practicable of:
 - a. **your** discovery that **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
4. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
5. if, when dealing with a third-party, any **member** admits that they are liable for what has happened or makes any offer, deal or payment, unless they have **our** prior written agreement. Any **member** must also not reveal the amount of cover available under this insurance, unless they have **our** prior written agreement.

Correcting problems

We will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

Control of defence

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