



AXIS MEMBERSHIP

Public and Product Liability Insurance: £10 million

Professional Indemnity Insurance: £5 million

Policy Wording

Primary Policy Number:

HU PI6 9273642 (127)

www.axisweb.org

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SPECIFIC LIMIT FOR PROFESSIONAL INDEMNITY

Section wording : 11421 WD-HSP-UK-PSS-SP(4)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 5,000,000
Limit applies to : any one claim excluding defence costs
Excess: £ 250
Excess Applies to : each claim or loss excluding defence costs
Geographical Limits : Worldwide
Applicable Courts : Worldwide excluding claims brought in USA/Canada

Business Activities

Art activities

Endorsements

- 400.1** Retroactive date: Business performed in the past
- 6738.0** Amendment of cover: cyber claims and losses

PUBLIC AND PRODUCTS LIABILITY

- Section wording :** 11420 WD-HSP-UK-PSS-GL(9)
- Insurer:** Hiscox Insurance Company Limited
- Limit of indemnity:** £ 5,000,000
- Limit applies to :** Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.
- Excess:** £ 250
- Excess Applies to :** each and every claim for property damage only
- Geographical Limits :** Worldwide
- Applicable Courts :** United Kingdom and European Union

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

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

Endorsements

- Special limit: heat work
- Amendment of cover: fire precautions
- Special limit: property worked upon
- 6080.0** Firework / bonfire condition endorsement [BBS69.GL]
- 6107.0** Inflatable equipment condition [GL]
- 6165.0** Caravan owners endorsement (PS SCH 7)
- 6167.0** Public and products liability: retroactive date (PS SCH7)
- 6735.0** Removal of cover: cyber claims
- 8281.0** Addition of cover: abuse or molestation



Policy: HU PI6 9273642 (127)

ADDITIONAL INSUREDS

Members of Axisweb: Covered on the same basis as the Insured.

United Kingdom



Policy: HU PI6 9273642 (127)

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

Professional indemnity: endorsements

Clause	400.1	Retroactive date: Business performed in the past
		We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 11/04/2016



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Clause 6738.0

Amendment of cover: cyber claims and losses

A. Additional definitions

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

Computer or digital technology

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

Computer or digital technology error

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

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

any **computer or digital technology**.

Cyber attack

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

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

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

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

Hacker

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

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

Personal data

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

Social engineering communication

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

B. Changes to What is covered

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

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

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

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

C. Additional exclusions

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

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

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

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

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

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

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

D. Changes to How much we will pay

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

E. Changes to Control of defence

Control of defence is amended to read as follows:

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

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

Appointment of legal representation

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

Partially covered claims

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

Advancement of defence costs

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

Payment of full limit of indemnity

We will have no further duty to indemnify **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

Our duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Disputes

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

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

Public and products liability: endorsements

Clause	<p>Special limit: heat work</p> <p>The following is added to How much we will pay, Special limits:</p> <p>Heat work</p> <p>For claims arising from property damage arising from the use of equipment involving the application of heat, the most we will pay is £1,000,000 for each such claim, including defence costs.</p>
Clause	<p>Amendment of cover: fire precautions</p> <p>The following is added to Your obligations:</p> <p>Fire precautions</p> <p>You must take all reasonable care to ensure the following precautions are complied with whenever any blow lamp, blow torch, or equipment involving the application of heat is used:</p> <ol style="list-style-type: none">1. a fire extinguisher must be kept available for immediate use;2. all combustible materials are to be removed from the immediate vicinity of the work. Where these materials cannot be removed they must be covered with a proprietary solder mat or non-combustible blanket or screen;3. all equipment must be lighted for as short a time as possible before use and extinguished immediately after use;4. lighted equipment must not be left unattended; and5. a thorough examination must be made in the vicinity of the work after the termination of each day's operations. Should you or your employees be unable to complete this examination, arrangements should be made with the occupier to carry out the examination. <p>We will not make any payment under this section in respect of any incident occurring whilst you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the liability occurring in the circumstances in which it occurred.</p>



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Clause	Special limit: property worked upon The following is added to How much we will pay, Special limits: Property worked upon For claims arising from property damage to property being installed, erected or repaired by you , the most we will pay is £50,000 for each such claim/the total of all such claims, excluding defence costs .
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Policy: HU PI6 9273642 (127)**Clause 6080.0****Firework / bonfire condition endorsement [BBS69.GL]**

The following applies to the whole of this **policy** and is a condition precedent to **our** liability.

We will not make any payment under this insurance unless **you** comply with all of the requirements below.

Whenever **you** are responsible for any firework or bonfire displays at the **business premises**, **you** must ensure that:

- i) there is a written risk assessment in place for the proposed event; and
- ii) the fire brigade have been notified of the details of the event at least 7 days before the event is due to take place; and
- iii) the relevant local authorities have been notified and permission for the event granted and **you** must also ensure that any requirements from the authorities are fully complied with; and
- iv) all manufacturer's guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and
- v) fireworks are purchased from a reputable supplier and are not modified in any way; and
- vi) all employees or volunteers have received appropriate training (recorded in writing) and are aware of the safety procedures for the event; and
- vii) there is appropriate first aid presence on site, in line with the risk assessment document; and
- viii) appropriate fire extinguishing equipment is available at the event and employees and volunteers have been instructed in the safe operation and use of such equipment; and
- ix) all members of the public are kept at least 25 metres from both the display area and any bonfire itself behind appropriate safety fencing; and
- x) any bonfire is kept at least 25 metres away from the firework display area, and is not located within 5 metres of any trees, fencing or other combustible material; and
- xi) any bonfire is kept at least 100 metres away from any premises, car parks or other storage of any flammable or dangerous materials; and
- xii) there will be no use of accelerants or other flammables on any bonfire; and
- xiii) an appropriate check is made of the weather conditions prior to the event going live, and if appropriate a check is made with the fire brigade as to whether to continue with the event; and
- xiv) at the end of the display a thorough check is undertaken (and a written record kept) of the area to ensure that no potential fire hazards remain - any bonfire area must be doused in water; and

- xv) if a subcontractor is operating the display, the sub contractor has public liability insurance in place to a limit no less than **your** limit shown in the schedule, and **you** have retained a written record of their insurance details including their policy number and a copy of their policy schedule.

We will not make any payment for any claim or loss arising from firework or bonfire displays unless all of the above criteria have been fully complied with.

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Clause 6107.0**Inflatable equipment condition [GL]**

The following applies to the whole of this **policy** and is a condition precedent to **our** liability.

We will not make any payment under this insurance unless **you** comply with all of the requirements below.

Whenever any inflatable equipment is in used in connection with **your business**, **you** must ensure that:

- i) a written risk assessment for the inflatable equipment has been undertaken and all requirements of this assessment are in force at all times; and
- ii) the inflatable equipment is inspected prior to use, after use and periodically during use for any defects by a suitably qualified person, a written record of this must be kept; and
- iii) at least one member of staff, committee member or trustee is supervising the use of the inflatable equipment at all times. They must be fully trained in the use of such equipment and the safety procedures that ensure it is used in a safe manner, a written record of this training must be kept; and
- iv) suitable additional safety equipment is in place around the inflatable equipment, including safety mats on any hard surfaces in the area of use; and
- v) the inflatable 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
- vi) no one over the age of 12 years old or under the age of 2 years old is to use the inflatable equipment; and
- vii) the inflatable equipment is only to be 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.

We will not make any payment for any claim or loss arising from inflatable equipment unless all of the above criteria have been fully complied with.

The following is added to **What is not covered A**.

17. **We** will not make any payment for any claim or loss directly or indirectly due to the use of any inflatable equipment that was either (a) supplied; or (b) was supervised by anyone other than **you**.

You should check that the hirer has public liability insurance in place to a limit no less than **your** limit shown in the schedule, and retain a written record of their insurance details including their policy number and a copy of their policy schedule.

Amendment of cover: inflatable play equipment

What is not covered 16 ii. is amended to read as follows:

- 16. a. ii. playground equipment;



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Clause	6165.0	Caravan owners endorsement (PS SCH 7) The following is added to what is not covered We will not make any payment for any claim or loss directly or indirectly arising from the ownership, possession, maintenance or use of any caravan owned by your members.
Clause	6167.0	Public and products liability: retroactive date (PS SCH7) We will not make any payment for any claim or loss arising from your business performed before 11/04/2016.

Clause 6735.0**Removal of cover: cyber claims**

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

Computer or digital technology

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

Computer or digital technology error

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

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

any **computer or digital technology**.

Cyber attack

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

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

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

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

Hacker

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

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

Personal data

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

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

Cyber incidents

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

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

Personal data

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

Clause 8281.0

Addition of cover: abuse or molestation

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

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

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

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

If during the **period of insurance**, and as a result of **your activities** on or after the **retroactive date** within the **geographical limits**, any party brings a claim against **you** for **abuse or molestation**, **we** will indemnify **you** against the sums **you** have to pay as compensation. This includes a claim against any employee or volunteer of yours when they are acting on **your** behalf in whatever capacity, although **we** will not in any event provide cover to any party who actually commits, condones or ignores any **abuse or molestation**.

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

What is not covered 15. is deleted.

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

Abuse or molestation

For claims arising directly or indirectly from **abuse or molestation**, the most **we** will pay is £2,500,000 for the total of all such claims, including **defence costs**.

Endorsements which apply to whole policy

Clause	41.1	Business description
		<p>The business of the insured is Artist's practice including Fine art, Painting, Drawing, Sculpture, Printmaking, Lens based, Photography, Sound, Performance, Live art, Craft, Ceramics, Glass making, Metalwork, Animation, Woodwork, Graphics, Jewellery, Illustration, Book work, Architecture, Mixed media, Installation. Other general activities include Exhibitions, Events, Commissions, Socially engaged art, Participatory projects, Performances, Public art, Project management, Education, Workshops / talks, Studio practice, Residencies, Research.</p>
Clause	603.1	Commercial assistance and legal advice helpline
		<p>This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.</p> <p>This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:</p>
		<ul style="list-style-type: none"> • Employment • Prosecutions • Discrimination in the workplace • Health & safety • European law
		<p>Helpline number: +44 (0)800 840 2269</p>
		<p>Helpline hours: 24 hours a day, 7 days a week</p>
		<p>This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.</p>

Clause 6727.0**Additional definitions: cyber**

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

Computer or digital technology

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

Computer or digital technology error

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

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

any **computer or digital technology**.

Cyber attack

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

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

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

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

Hacker

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

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

Program(s)

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

Clause	25.2	Continuous policy endorsement
		<p data-bbox="483 432 1422 594">1. We agree to give you continuous cover under this policy. To achieve this, all the references in this policy to period of insurance shall be for a continuous period starting with the date in the schedule, until either you or we cancel this policy. However, you must tell us as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder.</p> <p data-bbox="483 625 1422 678">2. Cancellation clause 5 in the General Terms and Conditions of this policy is replaced by the following:</p> <p data-bbox="534 705 1422 785">You or we can cancel the policy by giving 30 days' written notice. We will give you a pro rata refund of the premium for the remaining portion of the period for which you have already paid. However, we will not refund any premium under £10.</p> <p data-bbox="534 816 1422 921">We may also cancel the policy if any premium remains unpaid 21 days after the due date. In such cases we will cancel the policy by giving seven days' notice. Where we cancel the policy for non-payment of premium, cover will cease on the date the premium was due.</p> <p data-bbox="483 953 1422 1087">3. In view of the continuous nature of this policy, we may at our discretion amend its premium and/or terms and conditions and we will tell you of our intention to do so. If you are unhappy with our proposed amendments, you will have the option to decline to continue this insurance. We will give you at least 30 days' notice of any changes.</p>

Clause

Using your personal information

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

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

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

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



Policy: HU PI6 9273642 (127)

INFORMATION ABOUT US

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

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

Insurers

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

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



Sport recreation and leisure liability insurance portfolio

Policy wording

A seamless integrated insurance solution for clients in the sport, recreation and leisure sector.

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

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

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

Steve Langan
CEO, Hiscox Insurance Company

Complaints procedure

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

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

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

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

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

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- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

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

General conditions

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

Presentation of the risk	1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us . You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	2. a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid. b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows: i. if we would not have provided this policy , we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us . We will refund any premiums you have paid; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance . This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.
Change of circumstances	3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the Cancellation condition.
If you fail to notify us of a change of circumstances	4. a. If we establish that you deliberately or recklessly failed to: 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

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

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

- | | |
|-------------------------------|--|
| Reasonable precautions | 5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred. |
| Premium payment | 6. We will not make any payment under this policy until the policy premium has been paid. |
| Cancellation | 7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £20.

If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy . In this event, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing. |
| Multiple insureds | 8. The most we will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you , unless otherwise agreed by us in any section of this policy .

You agree that the policyholder is authorised to receive all notices and agree any amendments to the policy . |
| Aggregate limit | 9. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance . If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary. |
| Rights of third parties | 10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999. |
| Other insurance | 11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance. |
| Cover under multiple sections | 12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover. |

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- Governing law 13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration 14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

Your obligations

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

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

Fraud

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

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

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

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

Special definitions for this section

Membership dispute

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

You/your

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

What is covered

Claims against you

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

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

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

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

Avoiding a potential claim against you

If **your** client has reasonable grounds for being dissatisfied with the work **you** have done, refuses to pay for any or all of it, including amounts **you** legally owe to subcontractors at the date of the refusal, and threatens to bring a claim against **you** for more than the amount owed, it may be possible to settle the dispute with the client by **you** agreeing not to press for the disputed amount. If so, **we** will pay **you** the amount owed to **you** at that time if **we** believe that this will avoid a legitimate claim for a greater amount and **we** have given **our** prior written approval to settling in this way and for this amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** will pay the amount owed to **you** at that time. If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity shown in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt less **your** reasonable expenses.

Once **we** agree to make this payment **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

We will not make any payment for any part of a claim not covered by this section.

Your own losses

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your activities** is lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount shown in the schedule.

What is not covered

Matters specific to your activities

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any investment of, or direct advice on the investment of, client funds.
 2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.
 3. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities.
 4. **your** liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
 5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
 6. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
 7. transmission of a computer **virus**.
 8. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Matters insurable elsewhere

9. the death or any bodily or mental injury or disease suffered by anyone.
10.
 - a. anyone's employment with or work for **you**; or
 - b. any breach of an obligation owed by **you** as an employer; or
 - c. any kind of discrimination, harassment or unfair treatment; unless arising directly from **your** breach of a duty of care in the performance of **your activities**.

Paragraph c. above shall not apply to a **membership dispute**.
11. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
12. the loss, damage or destruction of any tangible property other than **your** own loss under the Loss of documents cover in **What is covered**.
13. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
14. the loss or distortion of any data held electronically.
15. any personal liability incurred by a director, officer, trustee, employee, volunteer, **member** or committee member of **yours** when acting in that capacity or managing **your activities**, or **your** breach of any fiduciary duty. or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
16. **your** supply, manufacture, sale, installation or maintenance of any product.

Defamation

17. defamation.

Deliberate, reckless or dishonest acts

18. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Pre-existing problems

19. any existing problem arising from **your activities** which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.

Prior activities

20. any of **your activities** performed before the **retroactive date**.

Date recognition

21. **date recognition**.

War, terrorism and nuclear

22. **war, terrorism or nuclear risks**.

Asbestos

23. **asbestos risks**.
24. **your** liability where **you** have performed as, or where **you** are deemed in law to be, a

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

How much we will pay

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

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

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

The most **we** will pay for claims where **we** are providing indemnity to more than one person or entity within the definition of **you** is a single limit of indemnity for all such claims and their **defence costs**.

Paying out the limit of indemnity

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that claim or its **defence costs**.

Your obligations

If a problem arises

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:

- a. **your** first awareness of anything, including any actual or alleged shortcoming in **your** work, which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
- b. any claim or threatened claim against **you**;
- c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, trustee, committee member or self-employed freelancer has acted dishonestly.



Sport recreation and leisure liability – professional indemnity

Policy wording

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

Control of defence

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

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

Special definitions for this section

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

What is covered

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

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

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

What is not covered

Property for which you are responsible	<p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> a. employees or visitors vehicles or effects while on your premises; b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your activities; c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement. 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than sailing craft less than 20 feet in length or hand propelled watercraft, in inland or territorial waters) or any mechanically propelled vehicles and their trailers. <p>This does not apply to:</p> <ol style="list-style-type: none"> 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	<ol style="list-style-type: none"> 3. bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you.
Pollution	<ol style="list-style-type: none"> 4. <ol style="list-style-type: none"> a. <ol style="list-style-type: none"> i. any pollution of buildings or other structures or of water or land or the atmosphere; or ii. any bodily injury or property damage directly or indirectly caused by pollution; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance;

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

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**.

All claims brought against **you** and any **member** which arise from the same original cause, a single source or a repeated or continuing set of circumstances will be regarded as one claim.

If a payment greater than the limit of indemnity has to be made for a claim which is brought against more than one party covered under this section of the **policy**, the amount of the limit of indemnity that **we** will pay on behalf of each party will be limited to the same proportion for which they are found liable.

If a payment greater than the limit of indemnity has to be made for a claim which is brought by more than one party, the amount of the limit of indemnity that **we** will pay to each party will be limited to the same proportion as that which is awarded to each party.

If a payment greater than the limit of indemnity has to be made for a claim, **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid.

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

Special limits

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

Additional cover

Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <ol style="list-style-type: none"> 1. you or your partner or director £500 2. any other employee £250 <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>
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Your obligations

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

Correcting problems

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

Control of defence

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

CommercialSelect Renewal Schedule

Please note that the premium, terms and conditions of your policy have been based on the details you have given us. If there have been any alterations to those details it is important that you tell us about them so that your cover remains operative. If you have any doubts about what you should tell us, please contact your insurance adviser.

Policy Number: 32/SZ/29225546/04

Agreement Number: Not Applicable

The Insured: AXISWEB

Postal Address: THE CREATIVE INDUSTRIES SPACE
THE ART HOUSE
DRURY LANE
WAKEFIELD
WF1 2TE

Business Description: ARTISTS STUDIO ARTIST'S COMMUNITY INCLUDING VARIOUS
CRAFTS, EXHIBITIONS, EVENTS, COMMISSIONS, PROJECTS, PERFORMANCES, EDUCATION,
WORKSHOPS, TALKS, STUDIO PRACTISE, RESIDENCIES AND RESEARCH

Clauses applicable to the whole policy (please refer to the Clause Details for full wordings)

Z/1681/1 Sanctions

Z/1818/1 War Exclusion

Z/1822/1 Cyber and Data Events Exclusion

Z/1868/1 Exclusion - Cyber Event - Public/Products Liability Excess of Los

Liability Excess of Loss Section

Limit of Indemnity: £5,000,000

In excess of: £5,000,000

Underlying Insurances:

Primary Policy

Insurer: Hiscox

Policy number: TBA

Policy number: 32/SZ/29225546/04

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18/04/2024

Clauses applicable to this Section (please refer to the Clause Details for full wordings)

Z/631/1 Excess Public and Products Liability Policy Clause

Z/633/3 Excess Public and Product Liability Clause, Excluding USA

Z/1776/1 Communicable Disease Exclusion

Clause Details**Z/1681/1 Sanctions**

This Policy does not provide any cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. For the avoidance of doubt any valid licence from the Office of Financial Sanction Implementation or similar authorised regulatory body shall have no bearing on this insurance, and this Policy will consider the sanction, prohibition or restriction to remain in force.

Z/1818/1 War Exclusion

General Exclusion 2. War is hereby deleted in its entirety and replaced as follows:

2. War (Not applicable to the Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber and Directors and Officers Sections)

Any claim, loss, damage, destruction, death, injury, disablement or liability, cost or expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- b. the discovery, detonation or explosion of Munitions (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion; or
- c. any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise remove Munitions, whether or not a state of war is current at the time,

regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the loss, damage or liability.

For the purposes of this Exclusion

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property, fines and penalties.

Munitions mean any weapons or munitions from a current or historic war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, including but not limited to bombs, missiles, torpedoes, mines, ammunition, explosive devices, or any parts thereof, and any unexploded, derelict, abandoned and unused munitions or weapons.

Z/1822/1 Cyber and Data Events Exclusion

General Exclusion 4. Cyber Event is hereby deleted in its entirety and replaced as follows:

4. Cyber and Data Events (Not applicable to Terrorism, Employers' Liability, Public Liability, Public and Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Directors and Officers, Cyber, Accident, Business Travel or Commercial Legal Expenses Sections)

a. any Cyber Loss;

b. any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, arising out of or in connection with, or consisting of any Data Loss; or

c. any cost, expense or fee incurred in replacing, reinstating, recovering, restoring or reproducing intangible elements of any Computer System,

regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage.

But, subject to all the terms, conditions, limitations, exclusions and endorsements to this Policy:

1. this exclusion will not apply to Physical Damage to Tangible Property at the Premises during the Period of Insurance by a Non-Cyber Cause which itself results from a Cyber Act or Cyber Incident, together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property, provided always that the Policy will not cover:

- a. any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause (2) below;
- b. any loss, distortion, erasure, corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of Computer Systems (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom;
- c. any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property.

2. should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage by a Non-Cyber Cause which is otherwise insured by this Policy, this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the Policy will not cover:

- a. any research and engineering costs;
- b. any costs of recreating, gathering or assembling the Data;
- c. any reduction in value of Data or any amount pertaining to the value of such Data to the Insured or any Third Party, even if such Data cannot be recreated, gathered or assembled or copied from back-up or from originals of a previous generation;
- d. any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any Data.

For the purposes of this Exclusion

Any reference to the word 'loss' includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under any or all of the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property (including intangible property), fines and penalties, other than where this exclusion refers specifically to a particular type of loss, such as 'physical loss' or loss comprising or consisting of loss of Data or loss of other intangible property, in which case the word 'loss' will be interpreted in the context within which it is used

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, virtual server, cloud or microcontroller, including any similar system or any configuration or networks of the aforementioned and including any associated input, output, data storage or processing device, networking equipment, internet, intranet, virtual private network or similar facilities, or back up facility, located anywhere in the world and irrespective of whether such computer system is owned or operated by the Insured or any Third Party

Cyber Loss means any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken or advice given to control, prevent, suppress, or remediate any Cyber Act or Cyber Incident or to mitigate or otherwise reduce the effects of any Cyber Act or Cyber Incident

Cyber Act means any unauthorised, malicious or criminal act (whether or not directed at the Insured), regardless of time and place, or the threat or hoax thereof, involving access to, processing, use, manipulation or operation of, or impairing any Computer System or Data, including but not limited to any unauthorised or malicious direction of network traffic or introduction of code, malware, virus or ransomware

Cyber Incident means:

- i. any error or omission involving access to, processing of, use of or operation of any Computer System, whether any such error or omission is made by or on behalf of the Insured or any Third Party;
- ii. any partial or total unavailability or failure of or reduction in functionality or operability of any Computer System (whether temporary or permanent) or inability to access, process, use or operate any Computer System; or
- iii. any partial or total inability to access, process, transmit, store or use any Data or any error or omission involving accessing, processing, transmitting, storing or using any Data, whether any such error or omission is made by or on behalf of the Insured or any Third Party

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by a Computer System.

Data is not limited to the Insured's Data but includes Data which is owned, accessed, processed, transmitted, stored or used by any Third Party anywhere in the world

Data Loss means any loss, distortion, erasure, corruption, theft, alteration, or manipulation of Data (whether temporary or permanent) or loss of use, reduction in functionality or reduction in value of Data or the act of (and costs and expenses associated with) repairing, replacing, reinstating, recovering, restoring or reproducing any Data

Data Processing Media means any tangible property insured by this Policy on which Data can be stored but not the Data itself

Non-Cyber Cause means a cause, other than a Cyber Act, Cyber Incident, Data Loss or other cyber related cause, which is not otherwise excluded by the Policy.

Physical Damage to Tangible Property means accidental, physical loss, damage or destruction to tangible property insured under this Policy which is owned by the Insured or for which the Insured is responsible, excluding any Data and intangible elements of Computer Systems

Third Party means any person or entity other than the Insured (including, but not limited to, information technology and computer service suppliers, data centre operators, internet service providers, customers or suppliers of the Insured, transport operators, infrastructure providers, utilities and supply undertaking service providers or producers, telecommunication service providers and persons or entities wholly unconnected with the Insured, its Business, its Computer Systems or any Data which it owns, uses or relies on)

Z/1868/1 Exclusion - Cyber Event - Public/Products Liability Excess of Los

This Policy does not cover any loss, damage, expense or liability howsoever arising out of a Cyber Event.

Definitions

Cyber Event means

- A. any unauthorised Processing of Data by the Insured
- B. any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- C. any Network Security Failure in the Insured's Sphere

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of Data. Any Damage to Data of a third party by the Insured is not deemed to be a Cyber Event if there is not any Network Security Failure involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for the purpose of Processing Data.

Network Security failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

This exclusion does not apply to:

1. Bodily injury, death or disease to any person
2. Loss of or damage to material property including any consequential financial losses caused by the operation of the Insured's Business
3. Nuisance, trespass, obstruction or interference with any right of way, light, air or water
4. Pollution or Contamination occurring other than in the United States of America or Canada, and caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

Subject otherwise to the terms, conditions and exclusions of this Policy.

Z/631/1 Excess Public and Products Liability Policy Clause

This Policy provides excess public and products liability coverage

Z/633/3 Excess Public and Product Liability Clause, Excluding USA

It is understood and agreed that until such time that the wording of the Primary Policy (as stated in the Schedule) and copies of any Underlying Insurance(s) have been sent to the Insurer and the Insurer has communicated their written agreement to indemnify the Insured in accordance with the terms of the wording of the Primary Policy and any Underlying Insurance(s) stated in the Schedule

1. This Policy does not cover liability
 - a. Resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - b. In respect of injury to any employee arising out of and in the course of the employment or engagement of such person by the Insured
 - c. In respect of injury loss or damage arising in connection with work on or travel to or from
 - i. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
 - ii. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
 - iii. any pipe or system of pipes in the sea or tidal waters
 - iv. any installation which is intended to provide accommodation for persons who work on or from the locations specified in i. ii. or iii. above
 - d. In respect of
 - i. fines penalties or liquidated damages
 - ii. punitive exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages
 - e. In respect of
 - i. pollution or contamination of buildings or other structure or of water or land or the atmosphere and
 - ii. all injury loss or damage directly or indirectly caused by such pollution or contamination

Unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

- f. Arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this exclusion shall not apply
 - i. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
 - ii. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such

Except where more specifically insured by any other

- g. insurance Arising out of the ownership possession or use by or on
 - i. behalf of the Insured of any aircraft or other aerial device made or intended to
 - ii. travel through air or space any water-borne vessel or craft other than those used for business entertainment purposes within inland waters or any hand-propelled or sailing watercraft not
- h. In respect of loss of or damage to any property belonging to or in the charge or control of the Insured other than
 - i. personal effects or vehicles of any partner director or employee of or visitor to the Insured
 - ii. premises and their contents not belonging leased rented or hired to the Insured but temporarily in the charge of the insured for the purposes of carrying out work
 - iii. premises including fixtures and fittings leased rented or hired to the Insured but excluding liability attaching to the Insured solely under the terms of any tenancy or other agreement

- i. In respect of
 - i. loss or damage to any goods or other property sold supplied delivered installed or erected by or on behalf of the insured
 - ii. all costs of or arising from the need for making good removal repair rectification replacement or recall of any such goods or property
 - iii. all costs of or arising from the need for making good removal repair rectification replacement or recall of any defective work executed by or on behalf of the insured

Except that i. and ii. above shall not apply to liability in respect of any loss of or damage to the said goods or property if such loss or damage is caused by or arises from any alteration repair or servicing work executed by the Insured under a separate contract or any other goods or property sold, supplied, delivered, installed or erected by the Insured under a separate contract

- j. In respect of injury loss or damage caused by or arising from products
 - i. any liability which attaches to the Insured solely under the terms of an agreement other than under any warranty of goods implied by law or under any indemnity clause in any agreement between the Insured and any independent carrier in respect of injury loss or damage caused by products entrusted to such carrier for transit by road rail or waterway
 - ii. any product installed or incorporated in any craft designed to travel in or through air or space and which to the insured's knowledge was intended to be installed or incorporated in any such craft
 - iii. any claim made against the Insured in any country outside of the European Union in which the Insured occupy premises or are represented by any resident employee or holder of the Insured's power of attorney
- k. For injury loss or damage arising out of or in connection with advice design formula specification inspection certification or testing provided or performed for a fee by or on behalf of the Insured
- l. In respect of injury, damage, liability, loss, cost or expense directly or indirectly caused by, arising from or contributed to by asbestos or fibres or particles of asbestos or any material containing asbestos
- m. Assumed by the Insured under a contract or agreement entered into by the Insured which would not have attached in the absence of such contract or agreement
- n. In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or any dependency or trust territory

2. General Exclusions 3. Terrorism and 4. Cyber and Data Events do not apply to this Policy

3. The following General Conditions are added to the Policy

Discharge of Liability

The Insurer may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one Period of Insurance whichever is the less, together with the amount of any costs and expenses to the date of such payment

Basis Clauses

The Insurer agrees that notwithstanding any provision in this Policy or any other document to the effect that a statement or statements made by or on behalf of the Insured (including but not limited to statements made in proposals for insurance) form part of or are the basis of the Policy shall be of no effect.

Warranties

The Insurer agrees that, where there has been a breach of a warranty in the Policy which would result in the Insurer being automatically discharged from any liability of the Insurer under the Policy being suspended only from the date and time at which the breach occurred and up and until the date and time at which the breach is remedied, if it can be remedied, with the result that the Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period of suspension.

Terms

Where there has been a breach of a term of the Policy, whether express or implied, other than a breach of a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer shall not be permitted to rely on the breach of the term to exclude, limit or discharge its liability under the Policy if the Insured shows that the breach of such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Fraud

If the Insured or anyone acting on the Insured's behalf:

- a. Makes any false or fraudulent claim;
- b. Makes any exaggerated claim;
- c. Supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d. Makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused;

The Insurer will:

- i. refuse to pay the whole of the claim; and
- ii. recover from the Insured any sums that it has already paid in respect of the claim.

The Insurer may also notify the Insured that it will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in paragraph's a. to d. above. In that event, the Insured will have no cover under the Policy from the date of the termination, and will not be entitled to any refund of premium.

4. The Survey and Risk Improvement Subjectivity General Condition does not apply to this Policy

Where such written agreement has been received this clause is hereby deleted with effect from the inception date as shown in the Schedule

Z/1776/1 Communicable Disease Exclusion

Communicable Disease Exclusion

The excess Public/Products Liability Section of this Policy does not cover:

- A. liability in respect of any Injury, loss or damage;
- B. Costs and Expenses, directly or indirectly caused by, consisting of, arising out of, attributable to, or contributed to by:
 - i. a Communicable Disease;
 - ii. the fear or threat (whether actual or perceived) of a Communicable Disease;
 - iii. the presence or suspected presence of Pathogens in or on Products, or at, in or on the premises or property of any person or entity; or
 - iv. any action taken or advice given to prevent, reduce, control or mitigate the occurrence , outbreak, spread or effects of a Communicable Disease or any Pathogens,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

For the purposes of this exclusion:

Liability includes liability for compensation, interest and claimants` costs and expenses.

Loss includes any type of loss (including physical loss, purely financial loss, and interference with rights over or interests in property), loss of value, marketability or use of property.

Costs and Expenses means all costs and expenses, including but not limited to

- A. defence costs (including in relation to civil, regulatory or criminal proceedings);
- B. the costs of representation at any coroner's inquest or fatal accident inquiry;
- C. prosecution costs;
- D. any cost to:
 - i. clean-up, detoxify, decontaminate, or remove Pathogens from any property or Products, where the property or Products are or are feared to have been affected by Pathogens or a Communicable Disease;
 - ii. monitor or test for Pathogens or a Communicable Disease;
 - iii. recall or replace Products; or
 - iv. provide medical treatment for persons affected by a Communicable Disease

Communicable Disease means

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- A. the substance or agent includes, but is not limited to, a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, and
- B. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- C. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Pathogen means

Any pathogen, other substance or agent capable of causing a Communicable Disease, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not

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Client News

Employers Liability Tracing Office Information

Allianz Insurance plc is a voluntary member of the Employers Liability Tracing Office and is committed to providing the relevant EL policy information to the central database. The Employers Liability Tracing Office (ELTO) has been created to identify the relevant insurer quickly and efficiently.

The majority of information for the database comes from policyholder information we already hold. However, two additional pieces of information are required to improve the prospects of a successful trace:

- The Employers Reference Number (ERN)
- The name(s) and ERN(s) of any subsidiary companies insured under the same policy.

An **ERN** is given to every business that registers with HM Revenue and Customs (HMRC) as an employer. It is a unique set of letters and numbers used to identify a firm. It is commonly referred to on tax forms as the Employer PAYE Reference. In a minority of cases a business may be ERN exempt, where the employer pays **all** their employees below the current PAYE threshold.

If your policy includes Employers Liability cover we will require this information from you.

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Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs, we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Important

Should you need further details or have any questions, your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Your Commercial Select Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy (other than the Directors and Officers Liability, Cyber or Professional Indemnity Sections)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

If you have taken out Directors and Officers Liability, Cyber and/or Professional Indemnity cover, each of those covers forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the Policy which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors and Officers Liability, Cyber or Professional Indemnity Sections
- the Insuring Clause
- the Directors and Officers Liability, Cyber or Professional Indemnity Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability, Cyber or Professional Indemnity Section of cover selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

For ease of reference you will be given only one Policy number even if you have taken out Directors and Officers Liability, Cyber and/or Professional Indemnity cover.

Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by bold text throughout this Policy.

Policy

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors and Officers Liability and/or Professional Indemnity **Sections**, **the Insured** has more than one contract of insurance and the definition of "the **Policy**" should be construed accordingly

Section/Sections

The parts of this **Policy** that detail the insurance cover provided for each individual **Section** of this **Policy**

Schedule

The part of this **Policy** that details information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative

The Insurer

Allianz Insurance plc

The Insured

The Insured named and shown in the **Schedule**

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the **Schedule**

Business

The Business Description stated in the **Schedule**

Premises

The Premises stated in the **Schedule**

Sum Insured

The maximum amount **the Insurer** will pay for each item insured under any **Section**

Total Sum Insured

The total of the **Sums Insured** for each item payable by **the Insurer** under any **Section**

Excess *(not applicable to the Employers' Liability Section)*

The first part of each and every claim, for which **the Insured** is responsible

United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

Insuring Clause

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer** agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in black ink, appearing to read 'SMG', with a long horizontal line extending to the right.

Simon McGinn
Chief Executive Allianz Commercial

General Exclusions

This Policy does not cover

1. **Radioactive Contamination** (*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Fidelity Insurance, Cyber and Directors and Officers Sections*)

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of

- i. the liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c. and d. do not apply to the Employers' Liability, Public Liability, Public and Products Liability, Personal Accident and Business Travel Sections.

2. **War** (*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber and Directors and Officers Sections*)

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. **Terrorism** (*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Environmental Impairment Liability, Directors and Officers, Personal Accident, Business Travel, Cyber or Terrorism [when insured as a separate section] Sections*)

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:
loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act of Terrorism (Terrorism) means:-

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

- b. in respect of territories other than those stated in a. above
loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of b. above an act of Terrorism (Terrorism) means:-

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

In any action suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered the burden of proving to the contrary shall be upon **the Insured**.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. **Cyber Event** (*Not applicable to Terrorism, Employers' Liability, Public Liability, Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Engineering Machinery Damage, Engineering - Business Interruption, Directors and Officers, Cyber, Accident, Business Travel or Commercial Legal Expenses Sections*)

- a. Damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic and digital data from any cause whatsoever (including, but not limited, to Computer attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- b. However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in a. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Policy period to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purposes of this Exclusion

Electronic and digital data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and digital data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.

5. Contagious and Infectious Disease (*Not applicable to Employers Liability, Public / Products Liability, Directors and Officers, Personal Accident, Business Travel, Computer, Engineering Machinery Damage, Engineering - Business Interruption, Legal Expenses and Terrorism Sections*)

Loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a. a **Contagious or Infectious Disease**;
- b. the fear or threat (whether actual or perceived) of a **Contagious or Infectious Disease**;
- c. the presence or suspected presence of **Pathogens** at, in or on the premises or property of any person or entity; or
- d. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a **Contagious or Infectious Disease** or any **Pathogens**,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to **Physical Damage** to property insured under the **Policy** and any business interruption directly resulting from such **Physical Damage**, where such **Physical Damage** itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost to:

- i. clean-up, detoxify, decontaminate, or remove **Pathogens** from any property where the property is or is feared to have been affected by **Pathogens** or a **Contagious or Infectious Disease**;
- ii. monitor or test for **Pathogens** or a **Contagious or Infectious Disease**; or
- iii. provide medical treatment for persons affected by a **Contagious or Infectious Disease**

Physical Damage means physical loss, damage or destruction. For the avoidance of any doubt, the presence of any **Pathogen** on property or contamination of property by any **Pathogen** does not constitute **Physical Damage**;

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- i. cause **Pathogens** to come into contact with the premises or property of any person or entity; or
- ii. cause or attempt to cause another person or persons to contract a **Contagious or Infectious Disease** and, in or by so doing, cause **Pathogens** to come into contact with the premises or property of any person or entity.

Contagious or Infectious Disease means

Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any **Pathogen**, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen means

Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a **Contagious or Infectious Disease**.

General Conditions

1. Fair Presentation of the Risk

(Not applicable to the Directors and Officers Liability, Cyber and Professional Indemnity Sections)

- a. **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b. **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i. deliberate or reckless; or
 - ii. of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

The Insurer will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c. If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
 - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
 - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

2. Reasonable Precautions (Not applicable to the Directors and Officers Liability Section)

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3. **Claims** (Not applicable to the Directors and Officers Liability, Cyber or Environmental Impairment Liability Section)

Note that in addition to the General Claims Condition, Special or Additional Claims Conditions also apply to the individual Sections of the Policy. Please refer to each individual Section for details.

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **the Insured** in writing of any notice of any claim or legal proceeding,

- a. notify **the Insurer** as soon as reasonably possible
- b. pass immediately, and unacknowledged, any letter of claim to **the Insurer**
- c. notify **the Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this **Policy**
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **the Insurer** may reasonably require
- g. furnish with all reasonable despatch at **the Insured's** expense such further particulars and information as **the Insurer** may reasonably require
- h. make available at **the Insured's** expense any documents required by **the Insurer** with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **the Insurer**
- j. allow **the Insurer** in the name of and on behalf of **the Insured** to take over and, during such periods as **the Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **the Insurer** for that purpose.

No claim under this **Policy** shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **the Insurer**.

4. **Cancellation** (Not applicable to the Directors and Officers Liability or Cyber Sections)

Other than where General Condition 5 **Fraud** applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy** is paid by instalments and in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) days notice in writing to **the Insured** sent to their last known address.

5. **Fraud** (Not applicable to the Directors and Officers Liability, Cyber and Professional Indemnity Sections)

If **the Insured** or anyone acting on **the Insured's** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

the Insurer will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **the Insured** any sums that it has already paid in respect of the claim.

The Insurer may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. - d. above. In that event, **the Insured** will:

- a. have no cover under the **Policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

6. **Discharge of Liability**

(not applicable to the Directors and Officers Liability, Commercial Legal Expenses, Cyber or Professional Indemnity Sections, or (except in respect of Personal Liability Cover if insured by such Section) to the Business Travel Section)

The Insurer may at any time pay to **the Insured** in connection with any claim or series of claims

A the Limit of Indemnity

or

B the **Sum Insured**

or

C a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** have already agreed to bear incurred prior to the date of such payment.

7. **Loss Reduction Conditions**

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

8. **Law Applicable and Jurisdiction** (Not applicable to the Directors and Officers Liability or Cyber Sections)

Unless agreed otherwise by **the Insurer**:

- a. the language of the Policy and all communications relating to it will be English; and,
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

9. **Rights of Parties** (Not applicable to the Directors and Officers Liability Section)

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

10. Assignment (Not applicable to the Directors and Officers Liability or Cyber Sections)

The Insured shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the prior written consent of **the Insurer**.

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any **Section** of this **Policy**.

11. Survey and Risk Improvement - Subjectivity Condition (Not applicable to the Directors and Officers Liability or Cyber Sections)

Subject to Survey

If this **Policy** has been issued or renewed subject to **the Insurer** completing a survey or surveys of the **Premises** or of any other location(s) as specified by **the Insurer**, then pending completion of such survey(s) indemnity is provided by **the Insurer** on the terms, conditions, exclusions and limits as specified in the **Policy** and in the **Sections** of the **Policy**

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision and the effective date of such decision. If the premium terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

Risk Improvements

It is a precedent to the liability of **the Insurer** that **the Insured** must comply with all survey risk improvements required by **the Insurer** within completion time scales specified by **the Insurer**

In the event that a risk improvement is not completed, or risk improvement procedures are not introduced, within the completion time scales specified by **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision which will be effective either from the expiry of any time period specified by **the Insurer** for completion/introduction of the required survey risk improvements, or any other period specified by **the Insurer**

If the premium, terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this **Policy** and of the **Sections** of the **Policy** shall continue to apply until advised otherwise by **the Insurer**.

Complaints

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: 01483 552438
Fax Number: 01483 790538
Email: accsm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge - but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if **the Insurer** is unable to meet its liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Privacy Notice Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: [0208 231 3992](tel:02082313992)
Email: datarights@allianz.co.uk
Address: Allianz Insurance Plc,
Allianz,
57 Ladymead,
Guildford,
Surrey,
GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: [0330 102 1837](tel:03301021837)
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz,
57 Ladymead,
Guildford,
Surrey,
GU1 1DB

Employers Liability Tracing Office

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers Liability Insurance: Disclosure by Insurers Instrument 2011.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers liability insurance of their employers, (the Claimants):

- i. to identify which insurer (or insurers) was (or were) providing employers liability cover during the relevant periods of employment; and
- ii. to identify the relevant employers liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

Notifying a Claim

(Not applicable to Commercial Legal Expenses Section claims)

Claims under this **Policy** should be notified to **the Insurer** in accordance with General Condition 3 at the following Allianz Claims Handling Offices.

Please provide your policy number, and as much information as possible about the claim:

Allianz Claims Handling Office Telephone Numbers:

For Property Damage claims
Tel: 0344 412 9988

For Liability, Personal Accident and non medial Business Travel claims
Tel: 0344 893 9500

For Engineering claims
Tel: 01483 265825
Email: claims@allianzengineering.co.uk

Lines are open from 9am to 5pm Monday to Friday. Outside our normal opening hours contact us on our 24 hour claim notification line - Tel: 0345 604 9824.

For Medical Emergency whilst overseas - Tel: +44(0) 208 603 9514.

For Cyber claims (handled in London by Allianz Global Corporate & Specialty)
Tel: 020 3451 3679 Lines are open 9am to 5pm Monday to Friday.

Should you need assistance outside of these hours, please call the same number and you will be provided details of our preferred suppliers who will be able to assist you.

Email: cyberclaims@allianz.com

IMPORTANT: please ensure you contact us as soon as you are first aware of the cyber incident as we will be able to support you by organising suppliers and services in order to mitigate the impact on your business

Allianz addresses for claims correspondence:

Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

For Cyber Claims:

Allianz Global Corporate & Specialty
Allianz House
60 Gracechurch Street
London
EC3V 0HR

Commercial Legal Expenses Section Claims

If **the Insured** needs to make a **Claim** under any operative cover provided by the Legal Expenses **Section**, as stated in the **Policy Schedule the Insured** should call Lawphone Legal Helpline on **0370 241 4140** and quote the Master Policy reference contained within the **Policy Schedule**.

The Insured will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **the Insured** back. The **Insurer** will send the **Insured** a claim form to complete and sign. This must be returned, together with a copy of the **Insured's Policy Schedule**.

Please note that the **Insured Person** must not appoint a solicitor. If the **Insured Person** has already seen a solicitor before **the Insurer** has accepted the **Insured Person's** claim, **the Insurer** will not pay any fees or other expenses that the **Insured Person** has incurred.

If the **Insured Person's** claim is covered, **the Insurer** will appoint the **Legal Representative** that **the Insurer** has agreed to in the **Insured Person's** name and on the **Insured Person's** behalf, subject to the terms and conditions of the Legal Expenses **Section**. **The Insurer** will only start to cover the **Insured Person's Legal Expenses** from the time **the Insurer** has accepted the claim and appointed the **Legal Representative**.

The **Insurer's** address is:
The Claims Department
Allianz Legal Protection
Allianz-ALP
PO Box 10623
Wigston
LE18 9HJ

Lines are open 24 hours a day, 7 days a week.

Additional Benefits

24 Hour Lawphone Legal Advice Helpline

When the Commercial Legal Expenses Section of this Policy is operative, the **Insured** gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the **Insured** receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland.

To use this service ring **0370 241 4140**.

The **Insured** should quote the Master Policy reference contained within the **Policy Schedule** and provide a brief summary of the problem. The details will be passed to an adviser who will return the **Insured's** call.

All areas of **Business** law are covered. This advice is available to the **Insured** during the currency of the **Policy**, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the **Insured**.

Allianz Legal Online

As part of the Commercial Legal Expenses cover, the Insured has access to extensive online legal support via Allianz Legal Online.

This facility provides tools and services to help the Insured prepare a range of legal documents in connection with their business, such as employment contracts, HR policies, privacy policies and chasing debtors. In addition, this service provides the Insured with up-to-date online guidance on many legal issues, including business start-up, health & safety, intellectual property and debt recovery.

Furthermore, documents created using the facility can be sent via the system to a specialist legal team for review. A member of the team will respond via email or phone within three working days, answering any questions and providing amendments necessary to ensure the document meets the Insured's particular requirements (subject to a maximum of one hour's work per document).

The legal documents and guidance provided are always in accordance with the laws of England, Scotland, Wales and Northern Ireland.

The Insured can access Allianz Legal Online at: allianzlegal.co.uk

A registration code is required to enter the web site and this is shown on the policy schedule. If the Insured has any problems relating to Allianz Legal Online please contact the Allianz Legal Online customer services team on **0345 644 8966** (lines open 9am - 5.30pm Monday to Friday excluding bank holidays) or e-mail them at support@allianzlegal.co.uk

Allianz Legal Online is provided by Epoq Legal Ltd of Unit 2, Imperial Place, Maxwell Road, Borehamwood, WD6 1JN.

24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a major security risk. Allianz Insurance plc have negotiated a special arrangement for you with one of Britain's leading glass replacement specialists. In an event of emergency or if your property is insecure please phone our Claims Team on 0344 412 9988.

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Liability Excess of Loss Section

Definitions

Underlying Limit

The total of the limit or limits of liability provided by the **Underlying Insurance or Insurances** as stated in the **Schedule**

Underlying Insurers

The **Primary Policy Insurer** and all insurers providing indemnity in excess of the **Primary Policy** up to the **Underlying Limit** as stated in the **Schedule**

Underlying Insurance or Insurances

The **Primary Policy** and all policies providing indemnity in excess of the **Primary Policy** up to the **Underlying Limit** as stated in the **Schedule**

Cover

The Insurer will indemnify **the Insured** subject to the terms of this **Policy** and to the Limit of Indemnity against legal liability in accordance with the terms of the **Primary Policy** stated in the **Schedule** which is incorporated herein and which shall run concurrently with this **Section**

Provided that

- a. no liability shall attach to **the Insurer** unless and until the **Underlying Insurer(s)** have admitted liability or have paid or agreed to pay the full amount of the **Underlying Limit** after making deductions for all recoveries, salvages and other valid and collectable insurances
- b. all **Underlying Insurance or Insurances** shall be maintained in full effect during the currency of this **Policy** except for any reduction(s) of the aggregate limit(s) contained therein solely by payment of a claim or claims during the **Period of Insurance**.

Limit of Indemnity

The Insurer's liability for all compensation payable in respect of

- A. any one claim or series of claims arising from one cause
- B. all claims arising during the **Period of Insurance** in respect of which there is an aggregate limit in the **Underlying Insurance or Insurances**

shall not exceed the Limit of Indemnity stated in the **Schedule**.

Section Conditions

1. Interpretation

Any word or expression to which a specific meaning has been given shall have the same meaning wherever it may appear in this **Section**.

2. Costs and Expenses

If the **Underlying Insurance or Insurances** provide(s) for costs and expenses to be payable in addition to the limit of indemnity, **the Insurer's** liability for costs and expenses shall be limited to that proportion which the amount payable under this **Section** excluding such costs and expenses bears to the total sum payable under all contributing insurances excluding such costs and expenses.

If the **Underlying Insurer(s)** have invoked a right under their insurance or insurances to pay the limit(s) of indemnity thereunder and only be liable for costs and expenses for which they are responsible up to the time of such payment then **the Insurer** shall be liable for costs and expenses for which the **Underlying Insurer(s)** would have been liable had they not invoked that right.

3. Exhaustion of Underlying Limit

If the **Underlying Limit** is exhausted by claims paid by the **Underlying Insurer(s)** or which they have been held liable to pay **the Insurer** shall in the event of

- A. partial exhaustion provide indemnity in excess of the reduced **Underlying Limit** for the remainder of the **Period of Insurance**
- B. total exhaustion continue this **Section** in force as the underlying insurance for the remainder of the **Period of Insurance** subject to the terms of the **Primary Policy**.

4. Claims Notification and Consultation

The Insured shall give written notice to **the Insurer** immediately upon being made aware of an occurrence reasonably likely to produce a claim which exceeds 50% of the **Underlying Limit**. In respect of such occurrence the liability of **the Insurer** under this **Section** shall be subject to **the Insurer** having the right to consult with the **Underlying Insurer(s)** in connection with subsequent payments under the **Underlying Insurance or Insurances**.

5. Alteration

No material alteration to the **Underlying Insurance or Insurances** making any changes in the terms or conditions of such **Underlying Insurance or Insurances** shall apply to this **Section** unless otherwise agreed by **the Insurer**.

6. Liquidation

The Insurer shall not be liable for the failure of the **Underlying Insurer(s)** to meet their commitments under the **Underlying Insurance or Insurances** due to their inability or refusal to pay any claim in the event of their insolvency or entering into liquidation or their affairs being subject to any scheme of administration or receivership approved by a court.

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