



PLI EXTRA



**Public Liability, Products Liability and Personal Accident Insurance
for Registered Members of BECTU**



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The Schedule

Policy Number	BECTU/PL/PA/01/05
Effective Date	1st May 2021
Policy Expires	30th April 2022
Arranging Customer	BECTU
Policyholder	BECTU and any individual member of BECTU who has registered for the benefits of this policy and paid the required premium, who is resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
Correspondence Address	373 – 377 Clapham Road London SW9 9BT
Premium	As agreed with Insurers
The Business	<ol style="list-style-type: none">1) Any activity related to Your individual employment within broadcasting, entertainment, cinema, theatre, live events and video games development2) Any activity related to Your employment as an art technician, curator or conservator3) Any activity related to Your employment as a fashion assistant within media, fashion and live events4) Any activity related to Your individual engagement as a BECTU Student member within broadcasting, entertainment, cinema, theatre, live events and video games development
Cover	
Section 1	Public Liability and Products Liability
	Applicable to members covered under The Business 1,2,3 and 4 of The Schedule
Limit of Indemnity	£10,000,000

Section 2

Personal Accident

Applicable to members covered under The Business 1,2 and 3 of The Schedule

Benefits for those aged under 70 yrs**Sums Insured**

1) Accidental death	£20,000
2) Loss of one or both eye(s)	£20,000
3) Loss of one or more limb(s)	£20,000
4) Loss of hearing in both ears	£20,000
5) Loss of hearing in one ear	£20,000
6) Loss of Speech	£20,000
7) Permanent Total Disablement	£20,000
8) Temporary Total Disablement	£100 per week payable for a maximum 52 weeks excluding the first 14 days

Operative Time

Occupational Cover

Benefits for those aged 70 yrs and under 75 yrs

Benefits 1. – 7. above are reduced to £10,000 and Benefit 8 is payable for a maximum 26 weeks excluding the first 14 days in respect of members aged 70 yrs and under 75 yrs

Benefits for those aged 75 yrs and under 80 yrs

Benefits 1. – 7. above are reduced to £5,000 and Benefit 8 is reduced to £50 per week and is payable for a maximum 26 weeks excluding the first 14 days in respect of members aged 75 yrs and under 80 yrs

POLICY ENDORSEMENTS - APPLICABLE TO SECTION 1 ONLY

The following Endorsements form part of this policy:

Property Belonging to a Third Party

Applicable to members covered under The Business 1,2 and 4) of The Schedule

We will indemnify the Insured in respect of legal liability for Damage to Property, which is held in trust or in the custody or control of the Insured in connection with The Business

The maximum We will pay in respect of this clause is:

- (1) £25,000 for any one claim
- (2) £100,000 for any one Insured during the period of insurance

We will not provide indemnity in respect of:

- (a) Damage to Property owned, leased, hired or rented to the Insured
- (b) Damage to Property which is held in trust or in the custody or control of any other person
- (c) the first £500 of each and every loss under this clause
- (d) where indemnity is provided by another insurance policy
- (e) Damage to Property which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions

Property Belonging to a Third Party

Applicable to members covered under The Business 3) of the Schedule – Fashion Assistants

We will indemnify the Insured in respect of legal liability for Damage to Property, which is held in trust or in the custody or control of the Insured in connection with The Business

The maximum We will pay in respect of this clause is:

- (1) £10,000 for any one claim
- (2) £25,000 for any one Insured during the period of insurance

We will not provide indemnity in respect of:

- (a) Damage to Property owned, leased, hired or rented to the Insured
- (b) Damage to Property which is held in trust or in the custody or control of any other person
- (c) the first £500 of each and every loss under this clause
- (d) where indemnity is provided by another insurance policy
- (e) Damage to Property which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- (f) Jewellery or other high value items other than clothing

Limited Companies and Formal Partnerships

We will provide indemnity in respect of:

- (1) A Policyholder's Limited company as defined under the Companies Act 1985 operating in connection with The Business where the Policyholder is the sole employee and director other than one additional director who is a family member and engaged in clerical duties only
- (2) work performed under a formal partnership arrangement with any party who is also a member of BECTU registered under this policy

Heatwork Away From Premises Exclusion

We will not provide indemnity in respect of the use of any:

- (1) electric, oxyacetylene or similar welding or cutting equipment
- (2) cutting and grinding equipment using abrasive disks or wheels
- (3) blow lamp, blow torch, hot air gun or hot air stripper
- (4) asphalt, bitumen, tar or pitch heat
- (5) thermal lance

other than on the premises owned, hired or rented by the Insured

Claims Excess

We will not provide indemnity for the first £250 of Compensation, Costs and Expenses in respect of Damage to Property arising from work carried out away from premises which the Insured owns, hires or rents unless the Damage is subject to a specific excess stated elsewhere

Stuntwork Exclusion

We will not provide indemnity for liability arising from stunt performing or co-ordinating

Special Effects

We will not provide indemnity in respect of any liability arising whilst the Insured is using physical special effects and or pyrotechnics special effects at film and television sites or live events unless they have complied with the BECTU Special Effects Code of Practice and are working within their grade as specified by the Joint Industry Grading Scheme (JIGS)

Where the Insured does not hold a grade as specified by JIGS and conducts work at theatrical and live event sites using publicly available stage pyrotechnic devices. We will not provide indemnity in respect of any liability unless they have completed a basic BECTU recognised Operational Pyrotechnic Safety Awareness Course

BECTU Membership Subscriptions Warranty

We will not provide indemnity where the Insured has failed to maintain their membership or subscription payments to BECTU

United States of America and Canada Products Extension

We will indemnify the Insured in respect of exports to North America

It is noted under the Liability Section that in respect of Products Supplied the Limit of Indemnity stated in the Schedule includes all costs and expenses for the purpose of the extension. This extension excludes all punitive damages

This extension excludes indemnity in respect of any hold harmless agreements, vendors liability or subrogation waivers

This extension excludes any legal liability arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere happening in North America or where a claim is brought in a court of law in North America

Art Technicians, Curators and Conservators – (Applicable to members covered under The Business 2)

We shall not provide indemnity under this Policy in respect of legal liability arising from the treatment, framing, repair, restoration and excavation of any item

Certification and Extent of Policy Coverage

This is to certify that in accordance with the authorisation granted to Hencilla Canworth Limited by the Insurers under Binding Authority Agreement PEND006A120B and in consideration of the premium specified having been paid, Insurers agree to the extent and in the manner detailed, to pay the benefits stated herein and indemnify the Insured against legal liability for accidents happening, which occur during the Period of Insurance and arising from The Business, as detailed in The Schedule, after such loss, damage or liability has been proved

Provided always that:

- 1) Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf;
- 2) this Policy insures only in respect of the sections specified in The Schedule
- 3) this Policy is subject to all of the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

This Policy has been issued and signed on behalf of Insurers by

Hencilla Canworth Limited

Simpson House

6 Cherry Orchard Road

Croydon

Surrey

CR9 6AZ

Authorised signatory

Dated Tuesday, 02 March 2021



K P Harding

Director

Hencilla Canworth Ltd

Identity of Insurers

This policy is arranged and administered by Hencilla Canworth Ltd via Pen Underwriting Ltd with the Insurers at risk being as follows:

Covéa Insurance plc
Covéa Insurance plc, Registered in England and Wales No.613259.
Registered office, Norman Place, Reading, RG1 8DA

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscriptions of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations

Complaints

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance

Alternatively, you can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible

Address:

Pen Underwriting Limited Complaints

7th Floor Spectrum Building 55 Blythswood Street Glasgow

G2 7AT

Telephone: 0141 285 3539

Email: pencomplaints@penunderwriting.com

You can also contact Your Insurer, contact details can be found in The Schedule

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website

Address:

The Financial Ombudsman Service Exchange Tower

London E14 9SR

Telephone: 0800 0234567 (for landline users)

Telephone: 0300 1239123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS You can visit the website at www.fscs.org.uk or write to:

Financial Services Compensation Scheme
7th Floor
Lloyd's Chambers Portsoken Street London
E1 8BN

How to make a claim

We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

To report a claim please contact:

Hencilla Canworth Ltd Telephone: 020 8686 5050
Email: bectupli@hencilla.co.uk

Language and Law

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts

The Contract of Insurance

The Policy, Schedule, Introduction, Sections, Definitions, Terms, Conditions, Exclusions and Endorsements are to be read as one document

Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

Asbestos

Means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos

BECTU

The broadcasting, entertainment, cinema, theatre and live events sector of Prospect

BECTU Student member

Means any BECTU member usually resident in the UK, the Channel Islands and the Isle of Man that has applied for membership under this category of membership in accordance with the rules and criteria provided by BECTU and agreed by Insurers

Bodily Injury (Applicable to Section 1 only)

Means physical or mental injury including death illness disease mental anguish or shock but not defamation

The Business

Activities directly connected with the business specified in The Schedule

Compensation

Damages, including interest

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry.
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which the Insured is legally liable in connection with any Event which is or may be the subject of indemnity under this Section

Damage

Physical

- (1) loss
- (2) destruction
- (3) damage

Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data including but not limited to operating systems, records, programs, software or firmware, code or series of instructions

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices, which may or may not also constitute Computer and Electronic Equipment

Defined Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks

Employee(s)

(1) anyone under a contract of service or apprenticeship with You

(2) any

- a. labour master or labour only subcontractor or person supplied or employed by them
- b. self-employed person
- c. person hired to or borrowed by You
- d. person engaged under a work experience youth training or similar scheme
- e. voluntary helper
- f. outworker or homeworker

under Your control and supervision while working for You in connection with Your Business

Endorsement(s)

The document(s) detailing modifications made to the insurance provided under the Policy or Section

Event

Means any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause

Excess

The amount You or any party entitled to indemnity will contribute in relation to each and every loss before We assume any responsibility to make a payment and applies after the application of all other terms and Conditions

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time,

of any

- (a) Computer and Electronic Equipment,
- (b) electronic means of communication,
- (c) website

Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur
- (3) At Your request
 - (a) any director or partner of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance services in their respective capacities as such
 - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You

Each indemnified party will be subject to the terms of this Section so far as they apply. The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified

Limit of Indemnity (Applicable to Section 1 Only)

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause

In respect of

- (1) Products Supplied.
 - (2) Pollution or Contamination
- the Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials

Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment of premium

Personal Injury

- (1) Bodily Injury
- (2) Wrongful
 - (a) arrest, detention or imprisonment
 - (b) eviction
 - (c) accusation of shoplifting

Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere

and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination

Product Supplied

Means any product or thing (including containers packaging or labelling) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by You in the course of Your Business in or from the Territorial Limits

Property

Material property

Schedule

The document which specifies details of The Policyholder, Limits of Indemnity, Excess(es), and Endorsements applying to this policy

Terrorism

An act, whether involving violence or the use of force or not, or the threat or the preparation thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, which is designed to, or does, intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives

Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories

We/Us/Our/Insurers

Covéa Insurance plc
Covéa Insurance plc, Registered in England and Wales No.613259.
Registered office, Norman Place, Reading, RG1 8DA
Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used for the period during which You are responsible under contract conditions

You/Your/The Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule

Virus or Similar Mechanism

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Policy Conditions

Alteration of Risk

- (1) The insurance under this Policy will cease if after the commencement of this insurance
- (2) Your interest ceases except by death
- (3) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- (4) the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing

Misrepresentation Misdescription or Non- disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk, We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk, We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

$X = \text{premium charged} \div \text{the premium that would have been charged if You made a fair presentation of the risk} \times 100$

- 4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

Conditions Precedent and Warranties

It is a condition precedent to Our liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You

Where:

1. there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and
2. 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 cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended

Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from the date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy

Cancellation

- 1) Your rights

You may cancel this Policy in the first year of insurance within a period which begins 14 days from commencement of cover or receipt of Policy documentation whichever is the later
You may exercise this right by writing to Your insurance adviser or Us instructing cancellation

This right does not apply at the first or any subsequent renewal of this Policy

- 2) Our rights

We may cancel this Policy at any time by providing You with 30 days notice of cancellation by recorded delivery letter to Your last known Business address

- 3) Return of premium

If this Policy is cancelled under the terms of 1) or 2) above and during the current Period of Insurance there have been

- a. no claims made under this Policy for which We have made a payment

- b. claims made under this Policy which are still under consideration
- c. Events likely to give rise to a claim but yet to be reported to Us

You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired Period of Insurance or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with Policy Condition Premium Adjustment

If a claim has been submitted or there have been any Events likely to give rise to a claim during the current Period of Insurance no refund of premium for the unexpired Period of Insurance will be given

Certificate of insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover

Claims (Action to be taken by You)

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

- (1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event
- (2) provide all additional information We may require within the time stipulated by Us
- (3) forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto
- (4) give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry
- (5) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre- action protocols as may be in force
- (6) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

Claims, Conduct and Control (Applicable to Section1 only)

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require

Claims (Subrogation) (Applicable to Section 1 only)

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Us

Premium Adjustment

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the minimum premium chargeable for the Section as stated in the Schedule being retained by Us

At Our request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

Reasonable Precautions

You shall take all reasonable precautions

- (1) to prevent any Event which may give rise to a claim under this Policy
- (2) to maintain Your premises and machinery and everything used in Your Business in proper repair
- (3) in the selection and supervision of Employees
- (4) to comply with all statutory and other obligations and regulations imposed by any authority
- (5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Rights of Third Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 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 that Act

Assignment

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent

We 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 and or any Section of this Policy

Data Protection

Hencilla Canworth Limited (Hencilla) and Pen Underwriting Limited (Pen) are each a separate data controller of any personal data You provide to us. Hencilla and Pen collect and process personal data in order to offer and provide insurance services and policies and to process claims.

Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

Hencilla and Pen may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notices for further information on how Your personal data is used, shared, disclosed and retained, Your rights in relation to Your personal data and how to contact our Data Protection Officer. Our Privacy Notices can be found at: Hencilla Canworth Limited - https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf Pen Underwriting Ltd - <https://www.penunderwriting.co.uk/Privacy-Policy>.

From time to time Hencilla and Pen may make important updates to our Privacy Notice and these may in turn affect the way we use and handle Your data. Please ensure You review our Privacy Notice periodically to ensure You are aware of any changes.

If You are entering into this agreement in the course of Your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example Your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to You, You shall ensure that individuals whose personal data You are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that You have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to You.

Policy Exclusions Applicable to the Whole Policy

War and Similar Risks

We shall not provide indemnity under this Policy in respect of any

- (1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability
 - a. war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority
 - b. any action taken in controlling preventing suppressing or in any way relating to 2.a) above

Radioactive and Other Contamination

We shall not provide indemnity under this Policy in respect of any

- (1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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

Date Recognition

We shall not provide indemnity under this Policy in respect of any

1. Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any
 - a. computer data processing equipment or media Microchip integrated circuit or similar device or
 - b. other equipment or System for processing storing or retrieving data or
 - c. computer software whether Your Property or not to
 - i. recognise correctly any date as its true calendar date
 - ii. capture save retain or correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise

than as its true calendar date

- iii. capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date

but indemnity shall apply under all Sections except the Employers' Liability Subsection of the Liability Section

Sanction Limitation and Exclusion

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

Pen Underwriting Limited (Pen) is committed to complying with financial and trade sanctions legislation and export controls (Sanctions) in the United Kingdom, the European Union, United Nations and United States of America as well as the applicable Sanctions laws and regulations in the jurisdictions in which we operate. This requirement is also extended to any brokers and coverholders who undertake any insurance intermediation activity in relation to this policy.

To comply with Sanctions, Pen cannot place, provide insurance cover or make any payment in circumstances where it would be a considered a breach of Sanctions. We may be required to take actions such as freezing the funds of parties subject to Sanctions, not performing claims handling activities, and making licence applications or notifications to relevant regulators.

Other third parties Pen deals with, such as financial institutions, may also apply their own policies or restrictions. Pen reserves the right to take steps to comply with Sanctions and we will not be liable to you for this or for similar steps taken by third parties.

Terrorism

We shall not provide indemnity under this Policy in respect of any injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism. Notwithstanding the foregoing it is agreed that this exclusion will not apply for legal liability up to

£5,000,000 inclusive of all costs and expenses in respect of any one event or all events consequent on or attributable to one original cause

£5,000,000 inclusive of all costs and expenses in respect of all events happening in any one Period of Insurance in respect of Products Supplied or any other amount specified in the policy whichever is the lower

Asbestos Risks

We shall not provide indemnity under this Policy in respect of any liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss

Nuclear Risks

We shall not provide indemnity under this Policy in respect of any death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability

- (1) directly or indirectly caused by or contributed to by or arising

- i. from ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste 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
- (2) directly or indirectly caused by or contributed to by or arising from the use of any weapon or device
 - i. dispersing radioactive material and/or ionising radiation
 - ii. using atomic or nuclear fission and/or fusion or other like reaction
- (3) directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended

Section 1: Public Liability and Products Liability

Cover

We will indemnify You against legal liability for Compensation in respect of accidental

- (1) Personal Injury
- (2) Damage to Property
- (3) obstruction trespass nuisance or interference with any right of way air light or water or other easement

Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business

Limit of Liability

1. Our Limit of Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that
 - i. the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism
2. unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Additional Activities

The Business includes;

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) Your canteen, social, sports, educational and welfare organizations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Your participation in exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee

Buildings Temporarily Occupied

We will indemnify the Insured in respect of legal liability for accidental damage to premises (and their contents) temporarily occupied by the Insured for the purpose of carrying out The Business

We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or are loaned, leased, hired or rented to
 - (a) the Insured

(b) any other party who is carrying out work on Your behalf

(2) The Works

Contractual Liability

We will indemnify the Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each. The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified

Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of Damage arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time) not otherwise insured hereunder and first made against You during the Period of Insurance provided that

1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed

£1,000,000 or the amount stated as the Limit of Indemnity in the Schedule to this Subsection, whichever is the lower

2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn

3) We shall not provide indemnity

3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000

3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension

if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission

3.3) for the costs of replacing reinstating rectifying or erasing any personal data

3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim

3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person

3.6) against Contractual Liability

3.7) against liability in respect of Bodily Injury to any person or Damage to Property

Defective Premises

We will indemnify the Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001 in connection with any premises which You previously owned or occupied for the purposes of The Business

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises

Employees' and Visitors' Personal Belongings

We will indemnify the Insured in respect of legal liability for accidental Damage to employees' and visitors' vehicles and personal belongings which are in the custody or control of the Insured

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to the Insured
- (2) stored for a fee or other consideration by the Insured
- (3) in the custody or control of the Insured for the purposes of being worked upon

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990.

We will indemnify the Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against the Insured which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990

We will not provide indemnity

- (a) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance in connection with The Business
- (b) in respect of proceedings which result from any deliberate act or omission by You
- (c) where indemnity is provided by another insurance policy

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007.

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance in connection with The Business
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You
 - (b) relate to any Employee
- (3) in respect of any
 - (a) fines
 - (b) remedial or publicity orders or any steps required to be taken by such orders
- (4) where indemnity is provided by another insurance policy

Legal Expenses arising from Health and Safety Legislation

We will indemnify the Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against the Insured which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance in connection with The Business
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You
 - (b) relate to the health and safety of any Employee
- (3) where indemnity is provided by another insurance policy

Hired or Rented Premises

We will indemnify the Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) which are hired, rented or loaned to the Insured in connection with The Business

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion
- (2) liability imposed on the Insured solely by reason of the terms of any hiring or renting agreement
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by the Insured

Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by
- (b) not loaned, leased, hired or rented to You nor provided by You

and

- (2) being used in connection with The Business

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.

- (2) while the vehicle is being driven by

(a) You

(b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

- (3) where indemnity is provided by another insurance policy

Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business. We will also indemnify any accompanying spouse and children. Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories

We will not provide indemnity

- (1) where liability arises from

(a) any agreement unless liability would have existed otherwise

(b) ownership or occupation of land or building

(c) the carrying on of any trade or profession

(d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft

- (2) where indemnity is provided by another insurance policy

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity

The maximum We will pay for

- (1) You, each director or partner is £500 per day

(2) each Employee is £250 per day

Section 1 Exclusions

Cyber Liabilities

We shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with

- 1) Virus or Similar Attack.
- 2) Denial of Service Attack.
- 3) unauthorised access to or use of Computer and Electronic Equipment.

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

Injury to Employees

We shall not provide indemnity under this Policy in respect of any Personal Injury to any Employee arising out of and in the course of employment by You in The Business.

Aircrafts, Watercrafts and Motor Vehicles

We shall not provide indemnity under this Policy in respect of the ownership, possession or use by or on behalf of the Insured of any

- (1) aircraft, aerial device or hovercraft
- (2) watercraft exceeding eight metres in length
- (3) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - (a) where described in the Motor Contingent Liability Clause
 - (b) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy

Property in Your Care, Custody & Control

We shall not provide indemnity under this Policy in respect of any Damage to Property

- (1) which You own or is loaned, leased, hired or rented to the Insured
- (2) which is held in trust or in the custody or control of the Insured

other than as provided by the endorsement "Property belonging to a Third Party"

Replacement or Repair of Defective Products

We shall not provide indemnity under this Policy in respect of any Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating

1. Products Supplied (other than Products Supplied under a separate contract).
2. The Works

Product Recall

We shall not provide indemnity under this Policy in respect of recalling or making refunds in respect of

1. Products Supplied.
2. The Works.

Advice or Professional Services

We shall not provide indemnity under this Policy in respect of any advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract

Aviation & Nuclear Work and Products

We shall not provide indemnity under this Policy in respect of

1. the carrying out of any work
2. any Products Supplied which affects or could affect
 - (a) the navigation, propulsion or safety of any aircraft or other aerial device.
 - (b) the safety or operation of nuclear installations

Pollution or Contamination

We shall not provide indemnity under this Policy in respect of any Pollution or Contamination other than 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. All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place

Offshore Risks

We shall not provide indemnity under this Policy in respect of any

1. work in or on and travel to, from or within
2. Products Supplied to any offshore
 - a. accommodation, exploration, drilling or production rig or platform.
 - b. support vessel

Fines, Liquidated Damages or Penalties

We shall not provide indemnity under this Policy in respect of any

1. liquidated damages.
2. penalty clauses.
3. fines.
4. aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

Contractual Liability for Products Supplied

We shall not provide indemnity under this Policy in respect of any liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.

Section 2 : Personal Accident

Insuring Clause

If any Insured Person solely and independently of any other cause suffers Bodily Injury as a result of an Accident during the Operative Time and Period of Insurance, the Insurers will pay You the benefits stated in the Schedule

Limit of Indemnity (Applicable to Section 2 only)

Our liability under this Section shall not exceed the Sum Insured shown for each Insured Person in the Schedule in respect of any one Period of Insurance

Benefits	Sums Insured shown in the Schedule
1. Accidental death	100%
2. Loss of one or both eye(s)	100%
3. Loss of one or more limb(s)	100%
4. Loss of hearing in both ears	100%
5. Loss of hearing in one ear	100%
6. Loss of Speech	100%
7. Permanent Total Disablement	100%
8. Temporary Total Disablement	As shown in the Schedule
Operative Time	Occupational Cover

Section 2 Definitions

Accident

Means sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance

Bodily Injury (applicable to Section 2 only)

Means Injury caused

1. by an Accident and
2. solely and independently of any other cause results in an Insured Person's death or disablement or other injury within twelve months from the date of the Accident

Bodily Injury does not include sickness

Insured Person

Means any BECTU member under the age of 80 years old who is named in the Schedule as the Policy Holder who is resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Insured Persons aged between 70 yrs and under 80 yrs receive the reduced Benefits shown in the Schedule

Loss of Hearing

Means total loss of hearing in both or one ear(s) which lasts twelve months and at the end of that period is beyond hope of improvement

Loss of Limb

Means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and recoverable loss of use of hand arm or leg

Loss of Speech

Means total loss of speech which lasts twelve months and at the end of that period is beyond hope of improvement

Operative Time

Means the period of time for which We will cover the Insured Person for benefits described within the Schedule which is defined as below:

Occupational Cover

Means whilst the Insured Person is engaged in Business duties or whilst travelling between the Insured Person's place of residence and place of work

Permanent Total Disablement

Means disablement which entirely prevents the Insured Person from attending to their usual Business which lasts continuously for 52 weeks and which at the end of that period is without prospect of improvement

Temporary Total Disablement

Means disablement which entirely prevents the Insured Person from attending to or engaging in their usual Business

Section Conditions

Benefit shall not be payable under more than one of benefits 1. – 7. in respect of the same injury or same period of disablement, except that payment may be made under benefit 8

After a claim has been paid under one of benefits 1. to 7. no further liability shall attach to insurers in respect of the Insured Person

Benefit 7. shall be payable only on certification by a medical referee of permanent total disablement as defined in the Schedule applicable to this Section and not before the expiry of 52 consecutive weeks disablement.

Benefits 8 shall be payable up to but not exceeding the period shown in the Schedule in respect of any period(s) of disablement resulting from any one Bodily Injury and shall be paid at the end of any period of disablement or at the Insured's request at periodic intervals of not less than 4 weeks.

The Insured Person shall as often as required and at the expense of the Insurers submit to examination by a medical practitioner of the Insurers choice

The Insurers shall be entitled to post mortem examination at its own expense in the event of death of an Insured Person

This Section is not assignable and the receipt of the Insured or their legal shall be a valid discharge of the Insurers liability

Section 2 Exclusions

1. Benefit 8 is not payable in respect of the first 14 days of disablement
2. Bodily Injury resulting from an Insured Person taking part in or practicing for:
 - (a) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling
 - (b) flying and aerial activities or any kind other than as a fare paying passenger (including charter) in a properly certified multi engine passenger carrying aircraft or helicopter flown in the course of licenced operations
 - (c) mountaineering or rock climbing which would normally necessitate the use of ropes or guides
 - (d) racing of any kind other than on foot or swimming or
 - (e) engaging in or taking part in armed forces service or operations
3. Bodily Injury resulting from the use of by an Insured Person of a motorcycle (as driver or passenger) other than under 250c.c and when the driver is duly qualified and is possession of a current UK driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing
4. Bodily Injury arising from
 - (a) any pre-existing defect infirmity medical condition or chronic or recurring ailment of which an Insured Person is aware of or could reasonably be expected to have been aware, unless the defect infirmity medical condition or chronic or recurring ailment has been without the need of any medical advice or treatment for 24 consecutive months prior to the date of the claim.
 - (b) pregnancy or childbirth
5. Bodily Injury sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of drugs other than drugs taken as prescribed by a qualified registered medical practitioner but not for the treatment of drug addiction
6. An Insured Person committing or attempting to commit suicide or in a state of insanity
7. Self-inflicted Bodily Injury or deliberate exposure to exceptional danger unless in an attempt to save Human life
8. Bodily Injury resulting solely in the inability to take part in sports or pastimes