



Hiscox Policy Schedule

This schedule tells you what is insured with us or what will be insured with us if this is a quote. It should be read carefully with your policy wording(s) and statement of fact detailed elsewhere in this document.

Schedule effective date: 01/01/2024

Insurance details

Policy number:	8541730
Period of insurance:	From 01/01/2024 to 31/12/2024 both days inclusive.
Insured:	BECTU
Address:	New Prospect House 8 Leake Street London SE1 7NN
Additional insureds:	None
Business:	<ol style="list-style-type: none">1) Any activity related to Your individual employment or engagement 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

Premium details

Charged premium –

Charged premium:	£20,000.00
Insurance Premium Tax (IPT):	£2,400.00
Total charged premium:	£22,400.00

Public liability**Claims information**

If you need to make a claim:

If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at <https://claims.hiscox.co.uk/>.

If there is a claim (or potential claim) against you by a third party, you should contact your broker immediately. If this is not possible or you would prefer to contact us directly please email us at liability.claims@hiscox.com. If you need to speak to a member of the claims team urgently, please call our team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at <https://claims.hiscox.co.uk/>.

You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim.

The **Important information and contact details** section below contains additional information specific to the covers applicable to your policy.

If you are unsure of who to contact please call our team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday. They will ensure you get through to the correct claims team and let you know what actions you need to take.

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy for details of its terms in full.

Personal accident:**Claims information**

If you need to make a claim, you should contact our claims team at VanAmejde UK Limited on 0208 315 0732, or by e-mail to adjusters@vanamejde.com. You will need to provide your full name and contact details, the name of your business, your address and postcode, the policy number and circumstances of the claim.

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the policy wording. It is important that you read the policy for details of its terms in full.



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Your covers

This is a summary of each section of your policy. See each section for cover details.

Cover	Insurance amount	Excess
Public and products liability	£10,000,000	£250
Personal accident	£20,000 / £100 per week	£0

The figures above are in summary only and are not in addition to the amount insured specified against each cover section below.

Policy endorsements

Amendment of cover: members
Amendment of cover: premium adjustment
Amendment of cover: long term agreement

SECTION: PUBLIC AND PRODUCTS LIABILITY

Cover start date:	01/01/2024
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Limit of indemnity	£10,000,000
Limit applies to	each and every claim or loss, excluding defence costs and criminal proceedings costs
Excess	£250
Excess applies to	each and every claim or loss, including defence costs, for property damage only
Geographical limits	Worldwide
Applicable courts	Worldwide (excluding United States of America and Canada)

Claims brought in USA or Canada	
Limit of indemnity	£10,000,000
Limit applies to	in the aggregate, including all costs
Excess	£2,500
Excess applies to	each and every claim or loss, including all costs
Geographical limits	Worldwide
Applicable courts	Worldwide

Abuse or molestation cover (included within not in addition to the overall limit of indemnity stated above)	
Limit of indemnity	£1,000,000
Limit applies to	in the aggregate, including all costs
Excess	£2,500
Excess applies to	each and every claimant in respect of each and every claim or loss, excluding defence costs
Geographical limits	Worldwide
Applicable courts	Worldwide (excluding United States of America and Canada)
Retroactive date	01/01/2024

Additional cover (in addition to overall limit of indemnity stated above)		
Cover	Limit of indemnity	Limit applies to
Court attendance compensation: in total	£10,000	in the aggregate
Court attendance compensation: directors, partners, trustees, committee members, senior managers and officers	£250	per person, per day
Court attendance compensation: any other employees	£100	per person, per day



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Special limits (included within not in addition to the overall limit in indemnity stated above)		
Cover	Limit of indemnity	Limit applies to
Criminal proceedings costs	£100,000	in the aggregate
Unauthorised use of third-party telephones by your employees	£10,000	in the aggregate
Pollution defence costs	£100,000	in the aggregate

Special excesses		
Cover	Excess	Excess applies to
Unauthorised use of third-party telephones by your employees	£250	each and every loss

Insurer
Hiscox Insurance Company Limited

Section endorsements
Amendment of cover: third party property Amendment of cover: third party property Removal of cover: heat work away from premises Removal of cover: special effects Removal of cover: stunt work Amendment of cover: excess Removal of cover: treatment of items



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SECTION: PERSONAL ACCIDENT

Cover start date: 01/01/2024

Insured person	Any member aged between 16 and 80 who is legally resident in the United Kingdom, the Channel Islands or the Isle of Man
Capital benefit amount	£20,000
Weekly benefit amount	£100
Active time	Occupational including commuting
Illness and compassionate leave	Not covered
Absence period	52 weeks
Minimum absence period	2 weeks

Additional cover (in addition to overall limit of indemnity stated above)	Benefit amount
Recruitment expenses	Not covered
Retraining expenses	£10,000
Funeral expenses	£5,000
Medical expenses	£10,000
Physiotherapy treatment expenses	£5,000
Workplace alteration expenses	£5,000
Counselling expenses	£5,000

Total event limit £1,000,000

Insurer

Hiscox Insurance Company Limited

Section endorsements

Amendment of cover: special definitions
Removal of cover: stunt work



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General information	
Underwritten by:	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
General terms and conditions wording:	15661 WD-COM-UK-GTCA(4) The General terms and conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.
Public and products liability section wording:	16166 WD-PROF-UK-PPL(2)
Personal accident section wording:	16341 WD-PROF-UK-PAI(3)



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Important information and contact details

Information about us

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

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

Insurers

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

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

Please note that there will be no refund or additional premium for any transaction which is less than £20 (excluding IPT).

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 681 198 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

CLAUSES APPLICABLE TO THE WHOLE POLICY**Amendment to cover: members**

The following is added to **General definitions**:

Member

1. Any current BECTU Extra member legally resident in the United Kingdom, the Channel Islands or the Isle of Man;
2. a limited company as defined under the Companies Act 1985 operating in connection with the **business** where **you** are the sole employee and director other than one additional director who is a family member and engaged in clerical duties only; or
3. any partnership in respect of work performed under a formal partnership arrangement with any party who is also a member of BECTU Extra registered under this **policy**,

providing that they maintain their membership or subscription payments to BECTU Extra.

BECTU

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

General definitions, **You/your** is amended to read as follows:

1. for the purposes of the **General conditions**, other than **General conditions** for 5., 11. and 12., the insured named in the schedule; or
2. for all other purposes, a **member**.

General conditions 9. is amended to read as follows:

9. Where a section of this **policy** specifies an aggregate limit, this means **our** maximum payment per **member** for all relevant claims or losses covered under that section of **your policy**.

Amendment to cover: premium adjustment

The following is added to **Your obligations**:

Premium adjustment

The premium **you** have paid for this section is a deposit premium based on the projected number of **members** during the **period of insurance**.

Within 30 days of the end of the declaration periods noted below, **you** must tell **us** the total number of **members** becoming eligible for cover during the declaration period. **We** will then adjust the premium at the rate of £40 per **member**, including insurance premium tax at the appropriate rate, subject to a minimum overall premium of £20,000.00, plus insurance premium tax.

Declaration periods

1. 1st January to 31st January, inclusive
2. 1st February to 30th June, inclusive
3. 1st July to 31st December, inclusive

If the difference between the adjusted premium and the deposit premium results in an additional premium being due to **us**, **you** must pay this within 30 days.

Amendment to cover: long term agreement

For the purpose of this **endorsement**:

1. **Applicable sections** shall mean the Public and products liability and the Personal Accident sections of this **policy**;
2. **Claim payments** shall mean the total value of:
 - a. all claims and losses paid;
 - b. legal costs and expenses incurred; and
 - c. new claim reserves and net movement in claim reserves,during the immediately preceding period of insurance in respect of the **applicable sections**;
3. **Insured premises** shall mean the premises **you** occupy shown in the schedule. This includes any outbuildings **you** occupy on the same premises;
4. **Long term agreement** shall mean an agreement between **you** and **us** for a specified period of time. **We** accept, for the duration of the agreement, that **you** have agreed to annually renew the insurance under the **applicable sections** of this **policy** at the rates, terms and conditions in place at the start of this agreement and **you** will pay the premiums annually in advance; and
5. **Written premium** shall mean the total value of the annual premium and any additional premiums, less any return premiums applied, for the **applicable sections** during the immediately preceding period of insurance.

We and **you** agree that the **policy** is subject to a **long term agreement** beginning on 01/01/2024 and ending on 31/12/2026 both days inclusive, provided that **we** may amend rates, terms and conditions, restrict or vary cover, terminate or re-negotiate this **long term agreement** if:

1. there is any change in legislation or legal practice, tax, the cost or availability of reinsurance, insurance industry market practice or legal precedent established in any court of law which has a material effect upon any one of the **applicable sections**;
2. **you** acquire, set up, dispose of or discontinue with any:
 - a. company or other entity; or
 - b. **insured premises**,covered or to be covered under this insurance which materially affects this insurance;
3. there is a material change to **your business**;
4. **you** fail to comply with mandatory risk improvements required by **us**, unless **we** have agreed otherwise in writing;
5. any limits of indemnity or amounts insured change, including for index linking in which case the premium will be adjusted accordingly; and
6. at the time of the annual review of **your policy**, **claims payments** exceed 50% of the **written premium**.

PUBLIC AND PRODUCTS LIABILITY CLAUSES IN FULL

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

Amendment of cover: third party property

The following is added to **What is covered**:

We will pay for damage to property held in trust by **you** or in **your** custody or control in connection with the **business**.

We will not make any payment for damage to property owned, leased, hired or rented to **you**.

We will not make any payment for damage to property held in trust or in the custody or control of any other person.

We will not make any payment for any claim where indemnity is provided by another insurance policy.

We will not make any payment for 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.

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

Third party property

For **damage to property** held in trust by **you** or in **your** custody or control in connection with the **business**, the most **we** will pay is:

1. £25,000 for each such claim, excluding **defence costs**; and
2. £100,000 per Insured during the **period of insurance**, excluding **defence costs**.

Excess

The **excess** is amended to £500.

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

Amendment of cover: third party property

The following is added to **What is covered**:

We will pay for damage to property held in trust by **you** or in **your** custody or control in connection with the **business**.

We will not make any payment for damage to property owned, leased, hired or rented to **you**.

We will not make any payment for damage to property held in trust or in the custody or control of any other person.

We will not make any payment for any claim where indemnity is provided by another insurance policy.

We will not make any payment for 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.

We will not make any payment for damage to jewellery.

The following are added to **How much we will pay**:

Third party property

For **damage to property** held in trust by **you** or in **your** custody or control in connection with the **business**, the most **we** will pay is:

1. £10,000 for each such claim, excluding **defence costs**; and
2. £25,000 per Insured during the **period of insurance**, excluding **defence costs**.

Excess

The **excess** is amended to £500.



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Removal of cover: heat work away from premises

We will not make any payment in respect of the use of any:

- a. electric, oxyacetylene or similar welding or cutting equipment;
- b. cutting and grinding equipment using abrasive disks or wheels;
- c. blow lamp, blow torch, hot air gun or hot air stripper;
- d. asphalt, bitumen, tar or pitch heat; or
- e. thermal lance,

unless it is used on any premises owned, hired or rented by **you**.

Amendment of cover: excess

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

For claims for **damage** to **property** arising from work carried out away from premises which **you** own, hire or rent the **excess** is amended to £250, unless the **excess** is subject to a specific **excess** stated elsewhere

Removal of cover: stunt work

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or arising from any stunt performing or co-ordinating.

Removal of cover: special effects

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or arising from **your** use of physical special effects and or pyrotechnics special effects at film, television or advertising production sites unless **you** 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).

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to **you** conducting work at any settings within audio visual production, broadcasting, entertainment, cinema, theatre, live events and video games development using publicly available:

- a. stage pyrotechnic devices, unless **you** have completed a basic BECTU recognised operational pyrotechnic safety awareness course and complied with the manufacturer's instructions; or
- b. **accepted physical special effects**, unless **you** have complied with the manufacturer's instructions.

The following definition applies for the purposes of this **endorsement**:

Accepted Physical Special Effects

Smoke, fog and haze machines, excluding dry ice machines, pocket air cannons, glitter and confetti streamers and blasters, bubble machines, lasers, and fake flame machines.

Addition of cover: product exports to North America

The following is added to **What is covered**:

Product exports to North America

We will indemnify **you** in respect of **products** exports to North America. However, this does not apply to any liability arising from any hold harmless agreements, vendors liability or subrogation waivers or **pollution**, 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.



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

Removal of cover: treatment of items

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or arising from the treatment, framing, repair, restoration and excavation of any item.

PERSONAL ACCIDENT CLAUSES IN FULL

Amendment of cover: special definitions

Special definitions for this section, Insured person is amended to read as follows:

Any person stated in the schedule, provided that such person is:

1. aged between 16 and 80 years old at **inception**;
2. legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man; and
3. a **member**

unless otherwise stated in the schedule.

You/your is amended to read as follows:

The **insured person**.

Removal of cover: stunt work

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or arising from any stunt performing or co-ordinating.



Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

Please read this policy wording, together with any **endorsements** and **your** schedule, very carefully and keep them in a safe place. If anything is incorrect or changes, 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**.

Ben Horton

Executive Director, Hiscox Underwriting Ltd
Chief Underwriting Officer, Hiscox UK

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
United Kingdom

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198
or by email at customer.relations@hiscox.com

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service to review **your** case. This does not affect **your** legal rights.

Address:
Financial Ombudsman Service
Exchange Tower
London E14 9SR

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

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

Website: www.financial-ombudsman.org.uk

If you contact them or us, please quote the policy number shown in your policy schedule.

General terms and conditions

General definitions	<p>We use some words throughout this policy with the same meaning wherever they appear. These are shown in bold type and we explain what they mean below.</p> <p>Any other definitions when used in particular sections of the policy are shown in bold and have the same meaning whenever they appear in that section. We explain what they mean in the ‘Special definitions’ section of that part of the policy.</p>
Artificial intelligence	<p>Any machine learning, logical, statistical or other algorithm in computer or digital technology that can:</p> <ol style="list-style-type: none"> 1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or 2. adapt or vary its operation proactively, or in response to inputs.
Asbestos risks	<ol style="list-style-type: none"> 1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or 2. exposure to asbestos, asbestos fibres or materials containing asbestos; or 3. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	<p>Your business or profession as shown in your schedule.</p>
Civil commotion	<p>Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):</p> <ol style="list-style-type: none"> 1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or 2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.
Communicable disease	<p>Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.</p>
Computer or digital technology	<p>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.</p>
Computer or digital technology error	<p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 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, <p>any computer or digital technology.</p>
Confiscation	<p>Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.</p>
Cyber attack	<p>Any digital attack or interference, whether by a hacker or otherwise, attempting or resulting in:</p> <ol style="list-style-type: none"> 1. access to; 2. extraction of information from; 3. disruption of access to or the operation of; or 4. damage to: <p>any data or computer or digital technology, including but not limited to any:</p>

- 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.

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 your schedule.
Hacker	Any artificial intelligence , entity or person, including any employee of yours , who gains or attempts to gain unauthorised access to or use of any: <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Nuclear risks	<ol style="list-style-type: none"> 1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 2. 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; 3. 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 your schedule.
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.
Policy	This insurance document and your schedule, including any endorsements .
Program(s)	Code or instructions which tell computer or digital technology how to process data or interact with ancillary equipment, systems or devices.
Social engineering communication	Any request directed to you or someone on your behalf by any artificial intelligence , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
Solar weather	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
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"> 1. is committed for political, religious, ideological, racial or similar purposes; and 2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> a. involves violence against one or more persons; or b. involves damage to property; or c. endangers life other than that of the person committing the action; or d. creates a risk to health or safety of the public or a section of the public; or e. is designed to interfere with or to disrupt an electronic system.
War	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in your schedule.
You/your	The insured named 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 true, 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 a change of circumstances, but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you fairly presented the change of circumstances to us , as follows: i. if we would have cancelled this policy , we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective; or ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in us making no payment for a particular claim or loss.
Reasonable precautions	5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any

incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

- | | |
|-------------------------------|---|
| Premium payment | 6. We will not make any payment under this policy until you have paid the premium. |
| Cancellation | <p>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:</p> <p>a. under £20; or</p> <p>b. if we have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.</p> <p>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.</p> |
| Multiple insureds | <p>8. The most we will pay is the relevant amount shown in your schedule.</p> <p>If more than one insured is named in your schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in your schedule, or if there is more than one insured named in your schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p> |
| Aggregate limit | 9. Where a section of this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under that section of your policy during the period of insurance . |
| Rights of third parties | 10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999. |
| Other insurance | 11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance. |
| Cover under multiple sections | 12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover. |
| Governing law | 13. Unless some other law is agreed in writing, this policy will be governed by the laws of England. |
| Arbitration | 14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. |
| Non-admitted | 15. This policy is negotiated and made in the United Kingdom between you and us . We are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. You acknowledge that no solicitation for the policy has been made by us outside of the United Kingdom, that unless otherwise agreed in writing the policy is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. You acknowledge that any applicable local taxes outside of the United Kingdom, Channel Islands, Isle of Man, Gibraltar, the European Economic Area, or other jurisdiction in which we have informed you that we are authorised to conduct insurance business, will be paid by you directly to the appropriate authority. |

Several liability

16. This clause applies if more than one insurer and/or a Lloyd's syndicate is party to this **policy**.

The liability of an insurer or syndicate under this **policy** is several and not joint with any other insurers or syndicates party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **you**, on request, with details of the insurers/syndicates who are party to this **policy** and the proportions of liability they have underwritten.

Sanctions

17. **We** shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose **us**, or would in **our** reasonable view give rise to any appreciable risk of exposing **us**, 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, United States of America, or of any other relevant jurisdiction.

General claims conditions

The following claims conditions apply to the whole of this **policy**. **You** must also comply with the conditions shown in each section of the **policy** under the heading **Your obligations**.

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 legally 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.

General exclusions

The exclusions set out below apply to each and every section of this **policy** and shall not be varied by any other provision in this **policy**. Where the exclusions below are not consistent with any other provision in this **policy**, these exclusions apply and shall override the inconsistent provision.

In addition, other exclusions apply to this **policy** and these are included in the particular sections of the **policy** to which they apply.

1. We will not make any payment for any damage, loss, cost, expense or claim directly or indirectly caused by, contributed to by, resulting from or in connection with:
 - a. **solar weather**;
 - b. any fear or threat of 1.a.; or
 - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a.

Public and products liability

Policy wording

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

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
Abuse or molestation retroactive date	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
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: <ol style="list-style-type: none"> creation, handling, entry, modification or maintenance of; or 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: <ol style="list-style-type: none"> gain access to; extract information from; disrupt access to or the operation of; or cause damage to: any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none"> 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 denial of service attack or distributed denial of service attack.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Employee	Any person working for you in connection with your business who is: <ol style="list-style-type: none"> employed by you under a contract of service or apprenticeship; hired to or borrowed by you; under your control or supervision and is self-employed or working on a labour-only basis; engaged by labour-only sub-contractors; a labour master or a person supplied by him; engaged under a work experience or training scheme;

7. a voluntary worker engaged with **your** permission.

Hacker	Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Personal 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.
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.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include drones .
You/your	Also includes any person who was, is or during the period of insurance becomes your director, partner, trustee, committee member, senior manager or officer in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none"> a. bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance; b. personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Abuse or molestation claims	<p>If, as a result of your business, any party brings a claim against you during the period of insurance for abuse or molestation committed after the abuse or molestation retroactive date, we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity. However, we will not in any event provide cover to any party who commits, condones or ignores any abuse or molestation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners, trustees, committee members, employees or the spouse of any such person against legal liability as a result of bodily injury, property damage or personal injury, which falls within the scope of What is covered, Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than where such liability:</p>

- a. arises out of:
 - i. any loss of a third-party's key or electronic pass card;
 - ii. any failure to secure a third-party's premises;
 - iii. the ownership or occupation of land or buildings; or
- b. is covered by any other insurance.

Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against any:</p> <ul style="list-style-type: none"> a. party individually stated in the Public and products liability section of the schedule under Named third parties; or b. other party with whom you have entered into a contract or agreement in connection with your business; <p>and you are liable for that claim, we will treat such claim as if it had been made against you and make the same payment to such party that we would have made to you, provided that they:</p> <ul style="list-style-type: none"> i. have not, in our reasonable opinion, caused or contributed to the claim against them; ii. accept that we can control the claim's defence and settlement in accordance with the terms of this section; iii. have not admitted liability or prejudiced the defence of the claim before we are notified of it; iv. give us the information and co-operation we reasonably require for dealing with the claim.
Cross liabilities	<p>If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.</p>
Criminal proceedings costs	<p>If, during the period of insurance, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against you or any employee 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 or proceedings. However, we will only pay the costs incurred to defend any allegations of abuse or molestation covered under this section up to the date of any judgment or other final adjudication against the employee or an admission by the employee that an act of abuse or molestation did occur.</p>
Loss of third-party keys	<p>If, during the period of insurance and as a result of your business, you lose any key or electronic pass card belonging to a third party for which you are legally responsible, and that party brings claim against you, we will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.</p>
Failure to secure third-party premises	<p>If, during the period of insurance, you fail to secure the premises of a third party where you have been carrying out your business, and that party brings claim against you, we will pay the sums you have to pay as compensation to such third-party, provided that you have taken reasonable steps to secure the premises as required by that third-party.</p>
Unauthorised use of third-party telephones by your employees	<p>If, during the period of insurance and as a result of your business, any of your employees uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings claim against you, we will pay the sums you have to pay as compensation to such third party, provided that we are notified within three months of the unauthorised use.</p>
Defective Premises Act	<p>If, during the period of insurance, you dispose of any premises in connection with your business and any party brings a claim against you under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, we will pay for 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.</p> <p>We will not in any event make any payment for any:</p> <ul style="list-style-type: none"> a. liability where you are entitled to cover under any other insurance;

- b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.

Additional cover

Court attendance compensation

If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

Property for which you are responsible

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

1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. vehicles or personal effects belonging to **your employees** or visitors, while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement;
 - d. loss of a third-party's keys or electronic pass cards.
2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drone**, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

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

Injury to employees

3. **bodily injury** to any:
 - a. **employee**; or
 - b. person supplied by **you** to a client under contract which occurs anywhere other than at **your** premises.

Pollution

4. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
- b. any **pollution** occurring in the United States of America or Canada.

Cyber incidents

5. contributed to by, resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **computer or digital technology error**; or
 - d. any fear or threat of 5.a. to 5.b. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.

Professional advice

6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by **you**.

Treatment or care

7. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with **your business**.

Tour operator's liability	<p>8. any business activity where you are deemed in law to be liable, purely as a result of:</p> <ul style="list-style-type: none"> a. the Package Travel and Linked Travel Arrangements Regulations 2018; b. any similar or successor legislation; or c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.
Your products	<p>9. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.</p> <p>10. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</p> <p>b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products;</p> <p>c. any products relating to drones or self-balancing motorised scooters.</p>
Inefficacy	11. inefficacy.
Deliberate or reckless acts	12. 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.
Placed personnel	13. the actions of any person supplied by you to a client under contract.
Contracts	14. your liability under any contract which is greater than the liability you would have at law without the contract.
Terrorism, war or nuclear	<p>15. contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. terrorism; b. war; c. nuclear risks; d. any fear or threat of 15.a. to 15.c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above. <p>If there is any dispute between you and us over the application of 15.a. above, it will be for you to show that the clause does not apply.</p>
Personal data	16. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .
Asbestos	<p>17. asbestos risks.</p> <p>B. We will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Geographical limits	<p>4. any claim brought against you:</p> <ul style="list-style-type: none"> a. resulting from any work you undertake in any country outside the geographical limits; or

- b. for **bodily injury** or **property damage**, arising from any **products**, occurring in any country outside the **geographical limits**.

Excess 5. the amount of any relevant **excess**.

How much we will pay

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

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

Special limits

Abuse or molestation For claims brought against **you** for **abuse or molestation**, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

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 and their **defence costs**.

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**. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount stated 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**.

Criminal proceedings costs The most **we** will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against **you** and **your employees** during the **period of insurance**.

Unauthorised use of third-party telephones by your employees For claims arising from the unauthorised use of a third-party's telephone systems, the most **we** will pay is the amount stated in the schedule for the total of all such claims and their **defence costs**.

Additional cover

Court attendance compensation **We** will pay **you** compensation, as stated in the schedule, for each day or part day that any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or other **employees** are required to attend court in relation to a claim covered under this section. The most **we** will pay for the total of all court attendance covered under this section is stated in the schedule.

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

Your obligations

- If a problem arises
1. **We** will not make any payment under this section unless **you** notify **us**:
 - a. immediately and in any event within seven days of:
 - i. a claim or anything which may give rise to a claim for or arising out of **bodily injury** or **abuse or molestation**;
 - ii. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any director, partner, trustee, committee member or **employee** has committed **abuse or molestation**; or
 - iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body.
 - b. promptly of any other claim or anything which may give rise to any other claim

against **you**, including **your** discovery that **products** are defective.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your** policy number:

by email to: liability.claims@hiscox.com; or

by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.

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 that **we** have suffered as a result.

Correcting problems

3. **You** must take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor. **We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

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 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 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**, **General condition 14**, Arbitration, within the **General terms and conditions** 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 and 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**.

Personal accident

Policy wording

Please read the schedule to see whether illness and compassionate leave are covered by this section.

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

Special definitions for this section

Absence period	The time period commencing from the first date of disablement or compassionate leave and lasting uninterrupted for the length of time stated as the 'absence period' in the schedule.
Accidental bodily injury	An identifiable physical injury (including illness and sickness solely and directly resulting from the injury but not including any other illness, sickness, disease or naturally occurring condition), which is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the period of insurance and the active time and which results in the insured person's death, permanent disablement or temporary disablement , within 24 calendar months of the date of the event.
Active time	The time period stated in the schedule as the 'active time', being the time when the insured person is covered for accidental bodily injury under this section.
Capital benefit	The amount stated as the 'capital benefit amount' in the schedule we will pay you following each incident of permanent disablement or death of an insured person .
Compassionate leave	Discretionary leave granted by you to an insured person following: <ol style="list-style-type: none"> 1. death; 2. admittance to a hospital intensive care unit; or 3. admittance to hospital for treatment of a terminal condition or cancer; of any parent, spouse, partner or child of such insured person during the period of insurance , provided that such death or admittance to hospital could not reasonably have been foreseen by the insured person at inception .
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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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.

Counselling expenses	The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for permanent disablement of an insured person under this section.
Funeral expenses	Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an insured person's death arising directly from accidental bodily injury . This includes repatriation expenses.
Hacker	Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Inception	Start date of the period of insurance as stated in the schedule.
Illness	Disablement due to illness, sickness or disease which first manifests itself during the period of insurance and which results in the insured person's temporary disablement .
Insured person	Any person stated in the schedule, provided that such person is: <ol style="list-style-type: none"> 1. aged between 16 and 70 years old at inception; 2. legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man; and 3. currently employed by you but not supplied by you to a client under contract, unless otherwise stated in the schedule.
Loss of sight	Total loss of sight in an eye.
Loss of hearing	Total loss of hearing in an ear.
Loss of limb	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Total loss of speech.
Medical expenses	The reasonable cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred in connection with a covered claim for accidental bodily injury under this section. Physiotherapy treatment expenses are not included within this definition.
Minimum absence period	The time period stated in the schedule as the 'minimum absence period', being the minimum period for which temporary disablement must be suffered in order for weekly benefits to be paid under this section. This period does not apply to compassionate leave .
Permanent disablement	<ol style="list-style-type: none"> 1. Loss of sight, loss of hearing, loss of limb or loss of speech; or 2. any disablement which entirely prevents the insured person from attending to any business or occupation for which the insured person is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.
Physiotherapy treatment expenses	The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for accidental bodily injury under this section.
Recruitment expenses	Reasonable expenses incurred by you with our prior written consent in the recruitment and selection process for the replacement of an insured person in connection with a valid claim for the death or permanent disablement of that insured person under this section.
Retraining expenses	Reasonable expenses incurred by you with our prior written consent in the retraining of an insured person for an alternative occupation in connection with a valid claim for the permanent disablement of that insured person under this section.



Temporary disablement	Disablement lasting without interruption for longer than the minimum absence period and which prevents the insured person from carrying out their usual occupation.
Weekly benefit	The amount stated as the 'weekly benefit amount' in the schedule that we will pay you in respect of each insured person for each full week of their absence from their work for you during the absence period , excluding holidays and sabbaticals and subject to the minimum absence period , due to temporary disablement or compassionate leave .
Weekly salary	The total gross basic weekly salary, excluding payments for overtime, commission or bonus, payable by you to the insured person at the date of disablement or compassionate leave .
Workplace alteration expenses	Reasonable expenses incurred by you with our prior written consent in making necessary alterations and adjustments to the insured person's workplace in connection with a valid claim for the permanent disablement of that insured person under this section.
You/your	The insured company or organisation shown in the schedule.

What is covered

Permanent disablement	We will pay you the capital benefit shown in the schedule if an insured person suffers accidental bodily injury which results in their death or permanent disablement .
Temporary disablement	We will pay you the weekly benefit shown in the schedule if an insured person : <ol style="list-style-type: none">1. suffers accidental bodily injury or illness which results in their temporary disablement; or2. is granted compassionate leave. Your schedule will show if weekly benefits are payable and if illness and compassionate leave are covered.
Additional cover	We will also pay you : <ol style="list-style-type: none">1. medical expenses, physiotherapy treatment expenses, counselling expenses and funeral expenses:<ol style="list-style-type: none">a. incurred with our prior written consent by you on behalf of an insured person; orb. incurred by or on behalf of an insured person where you have agreed with our prior written consent to reimburse or pay for such expenses; and2. retraining expenses, workplace alteration expenses and recruitment expenses incurred by you directly as a result of a permanent total disablement.

What is not covered

	We will not make any payment under this section for:
Hazardous pursuits	<ol style="list-style-type: none">1. any accidental bodily injury sustained while taking part in:<ol style="list-style-type: none">a. the following winter sports: off-piste skiing unless accompanied by a suitably experienced guide, free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;b. free diving or the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the insured person:<ol style="list-style-type: none">i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; orii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, kite surfing, mountaineering, coasteering or rock-climbing for which the insured person would normally need to use ropes or guides, bungee jumping, white-water rafting or any other activity with a similar increased risk of physical injury;

- d. any combat sport including, but not limited to, boxing, wrestling or martial arts;
 - e. armed forces activities including operations, exercises or training; or
 - f. flying as a pilot or aircrew or any other aerial activities other than travel by commercial airlines as a passenger.
- Excluded countries
- 2. any **accidental bodily injury** occurring in Afghanistan, Central African Republic, Chad, Democratic Republic of Congo, Iran, Iraq, Israel, Ivory Coast, Libya, Niger, Somalia, South Sudan, Sudan, Syria or Yemen.
- Other exclusions
- 3. any **accidental bodily injury** or **illness** directly or indirectly arising out of or contributed to by:
 - a. any:
 - i. emotional or psychiatric disorder or condition; or
 - ii. mental anguish or distress;
 - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their medical practitioner and used properly);
 - c. the **insured person** committing or attempting suicide or deliberately injuring themselves;
 - d. the **insured person** deliberately exposing themselves to exceptional danger unless trying to save a human life;
 - e. any criminal act:
 - i. by the **insured person**; or
 - ii. by **you** or on **your** behalf;
 - f. any physical defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
 - g. any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to the **insured person** at **inception** or for any surgery which was planned before **inception**.
 - h. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
 - i. pregnancy or childbirth. However, this does not apply to **compassionate leave** granted as a direct result of complications from pregnancy or childbirth; or
 - j. **asbestos risks**;
- Cyber incidents
- 4. any **accidental bodily injury** or **illness** directly or indirectly arising out of or contributed to by any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **computer or digital technology error**;
 - d. any fear or threat of 4.a. to 4.b. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 4.a. to 4.d. above.
- War, nuclear or terrorism
- 5. contributed to by, resulting from or in connection with any:
 - a. **terrorism**;
 - b. **war**;
 - c. **nuclear risks**;
 - d. any fear or threat of 5.a. to 5.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.

How much we will pay

Permanent disablement and death	We will pay you the capital benefit shown in the schedule for permanent disablement or death of each insured person . Only one capital benefit shall be payable for each insured person in respect of the consequences of any one accidental bodily injury .
Temporary disablement	For temporary disablement , we will pay you the weekly benefit shown in the schedule from the date of the insured person's first absence from work until the earlier of: <ol style="list-style-type: none"> 1. the insured person no longer suffering from the temporary disablement; 2. the insured person suffering permanent disablement; 3. the insured person no longer being employed by you; 4. the end of the absence period, for each insured person in respect of the consequences of any one illness or accidental bodily injury .
Compassionate leave	For compassionate leave , we will pay you up to the weekly benefit shown in the schedule from the date of the insured person's first absence from work until the earlier of: <ol style="list-style-type: none"> 1. the insured person returning from compassionate leave; 2. the insured person no longer being employed by you; or 3. two weeks from the commencement of the compassionate leave, for each insured person . However, we will not pay more than the insured person's weekly salary and we will not pay for more than one compassionate leave for each insured person in any one period of insurance .
Total event limit	The most we will pay in total for all benefits and expenses in respect of all insured persons injured in any one event is the total event limit shown in the schedule.
Additional cover	The following are also included within, and not in addition to, the total event limit shown in the schedule:
Medical expenses	We will also pay you medical expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury for each insured person .
Physiotherapy treatment expenses	We will also pay you physiotherapy treatment expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury for each insured person .
Counselling expenses	We will also pay you counselling expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person .
Funeral expenses	We will also pay you funeral expenses , up to the amount shown in the schedule, for each insured person .
Retraining expenses	We will also pay you retraining expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person .
Workplace alteration expenses	We will also pay you workplace alteration expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person .
Recruitment expenses	We will also pay you recruitment expenses , up to the amount shown in the schedule, incurred in connection with an accidental bodily injury resulting in death or permanent disablement for each insured person .

Your obligations

We will not make any payment for **illness** or **accidental bodily injury** under this section unless:

1. **you** notify **us** promptly of any **illness** of or **accidental bodily injury** to an **insured person** which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.