

School of Rap CIC

Policy number: 15450745

Insurer: Hiscox

Your documents include:

Policy schedule

Summary of cover

Statement of fact

Policy wording

Certificates

0345 222 5399

contactus@policybee.co.uk



Policy Schedule

This schedule tells you what is insured with us. It should be read carefully with your policy wording(s) and statement of fact.

Schedule effective date: 14/04/2026

Insurance details

Policy number:	15450745
Period of insurance:	From 14/04/2026 to 13/04/2027 both days inclusive. This policy is a continuing cover policy.
Anniversary date:	14 April
Insured:	School of Rap CIC
Address:	Storage World London Road, Thurlaston, Rugby, CV23 9LF
Additional insureds:	None
Business:	Charity/not-for-profit organisation - Music Society / Therapy; Community Action Group; Youth Support / Work / Outreach

Premium details

Annual premium:	£167.75
Insurance Premium Tax (IPT):	£20.13
Annual total:	£187.88

Summary

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.

Claims information
<p>If you need to make a claim:</p> <p>For claims relating to <u>your building or contents</u> please contact our claims team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday or contact your broker.</p> <p>Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if property cover is included in your policy.</p> <p>Our out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.</p> <p>If there is a claim (or potential claim) <u>against you by a third party</u>, 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.</p> <p>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.</p> <p>The Important information and contact details section below contains additional information specific to the covers applicable to your policy.</p> <p>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.</p> <p>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.</p>

Your covers

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

Cover	Limit	Excess
Public and Products Liability	£1,000,000	£250
Directors' and Trustees' Liability	£100,000	£0
Professional Indemnity	£100,000	£250
Crisis Containment	£25,000	£0
Legal expenses	£100,000	£0

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

Your cover

Section: Public and Products Liability

Cover start date	14/04/2026
Insurer	Hiscox Insurance Company Limited
Wording	22760-WD-LER-UK-PPL(1)
Limit of indemnity	£1,000,000 each and every occurrence, defence costs in addition, other than for pollution or for products to which a single aggregate policy limit including defence costs applies
Excess	£250 each and every occurrence for property damage only
Geographical limits	Worldwide excluding USA and Canada
Applicable courts	United Kingdom

Abuse or molestation (included within and not in addition to the overall limit above)

Limit of indemnity	£1,000,000 in the aggregate, including all costs
Excess	£2,500 each and every claimant in respect of each and every claim or loss, excluding defence costs
Geographical limits	United Kingdom and European Union
Applicable courts	United Kingdom and European Union
Retroactive cover start date	14/04/2025

Claims brought against you in USA or Canada

Not covered	
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Special limits (included within and not in addition to the overall limit above)

Representation costs	£250,000 in the aggregate
Pollution defence costs	£100,000 in the aggregate

Additional cover (in addition to the limit of indemnity)

Loss of third party keys	£2,500
Unauthorised use of third party telephones by your employees	£2,500
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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<p>Section endorsements</p> <p><u>305.1 - Medical malpractice exclusion</u></p> <p>We will not make any payment for any claim or loss directly or indirectly due to bodily injury or personal injury to any person arising out of any treatment administered or care provided by you.</p> <p><u>321.0 - Hazardous premises exclusion</u></p> <p>We will not make any payment for any claim or loss directly or indirectly due to any work in or on any blast furnace, chimney, well shaft, viaduct, bridge mine, refinery, off-shore installation, power station, dam, tunnel, airport, aerodrome, dock warf, pier, harbour, railway, motorway, ship, aircrafttower or steeple.</p> <p><u>728.1 - Use of heat exclusion</u></p> <p>We will not make any payment for any claim or loss directly or indirectly due to any work involving the use or application of heat away from your own premises, other than the use of soldering irons.</p> <p><u>6382.0 - Additional cover: Data Protection Act (Public and products liability)</u></p> <p>The following is added to What is covered, Additional cover:</p> <p>Data Protection Act</p> <p>If as a result of your activities any party brings a claim against you for a breach of:</p> <p>a. the Data Protection Act 1998 b. the Data Protection (Amendment) Act 2003; or c. any similar or successor legislation,</p> <p>occurring during the period of insurance, we will indemnify you against the sums you have to pay as compensation. We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p> <p>However, we will not make any payment for any claim:</p> <p>i. where you are entitled to indemnity under any other insurance; ii. for the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data; or iii. arising from circumstances that you knew about or ought reasonably have known about before we agreed to insure you.</p> <p>For claims arising under this Additional cover, the most we will pay is £100,000 for the total of all such claims and their defence costs. You must pay the excess of £250 for each claim or loss, excluding defence costs.</p> <p><u>6383.1 - Amendment to cover: work at height (Public and products liability)</u></p> <p>What is not covered, A., 18., b. is amended to read as follows:</p> <p>b. any activity taking place:</p> <p>i. in or on water; or ii. underground; or iii. more than three metres above ground when outside a building or structure or three metres from floor level when inside a building or structure.</p>
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Section: Directors' and Trustees' Liability

Hiscox Business Insurance Policy Schedule

Cover start date	14/04/2026
Insurer	Hiscox Insurance Company Limited
Wording	16015-WD-MLP-UK-AGG-DO(5)
Limit of indemnity	£100,000 in total for all claims and defence costs
Excess	Nil
Geographical limits	United Kingdom
Applicable courts	United Kingdom

Section endorsements
<u>705.4 - Prior and pending litigation date</u> Prior and pending litigation date: 14/04/2025

Section: Professional Indemnity

Cover start date	14/04/2026
Insurer	Hiscox Insurance Company Limited
Wording	22534-WD-PROF-UK-NEG(1)
Limit of indemnity	£100,000 in total for all claims, losses and defence costs
Excess	£250 each claim or loss, excluding defence costs
Geographical limits	Worldwide excluding USA and Canada
Applicable courts	United Kingdom

Section endorsements
<u>400.1 - Retroactive date: Business performed in the past</u> We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 14/04/2025.

Section: Crisis Containment

Cover start date	14/04/2026
Insurer	Hiscox Insurance Company Limited
Wording	9809 WD-PIP-UK-CRI(2)

**Hiscox Business Insurance
Policy Schedule**

Limit of indemnity	£25,000 in total for all insured incidents
Excess	Nil
Geographical limits	United Kingdom
Applicable courts	United Kingdom

Special limits (included within and not in addition to the overall limit above)	
Outside working hours discretionary crisis mitigation costs	£2,000

Section endorsements
<p>9003.0 - Crisis containment provider: Hill Knowlton</p> <p>Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796.</p> <p>Crisis containment provider: Hill & Knowlton.</p> <p>This contact number will go through to us during working hours, and will go directly to Hill & Knowlton outside of these hours.</p> <p>If you first become aware of a crisis outside of working hours, you must notify us of the crisis as soon as possible within working hours by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.</p>

Section: Legal expenses

Cover start date	14/04/2026
Insurer	DAS Legal Expenses Insurance Company Limited
Wording	16378-WD-NFP-UK-LST(2)
Limit	£100,000 for all claims resulting from one or more event arising at the same time or from the same originating cause
Excess	Nil
Territorial limit	For insured incidents 2 Legal Defence (excluding 2.4), and 3 b. Bodily Injury European Union, Isle of Man, Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. For all other insured incidents United Kingdom of Great Britain and Northern Ireland, Isle of Man, Channel Islands and any other extension agreed with DAS.

Reference	TS5/6909212
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Cover	
Employment disputes and compensation awards	Covered

Legal defence	Covered
Property protection	Covered
Tax protection	Covered
Debt recovery	Covered
Contract disputes	Covered

Special excesses	
Contract disputes	£500 each and every claim where the amount in dispute exceeds £5,000

Section endorsements

DAS CDDR1 - Contract disputes & debt recovery

We will negotiate for **the policyholder's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services, provided that:

1. The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **the policyholder** will be responsible for the first £500 of **legal costs** in each and every claim.
2. If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
3. If the dispute relates to money owed to **the policyholder**, a claim under the **policy** is made within 90 days of the money becoming due and payable.

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

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
 - (a) the settlement payable under an insurance policy;
 - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - (c) a loan, mortgage, pension or any other financial product and choses in action;
 - (d) a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
 - (a) sale or provision of computer hardware, software, systems or services; or
 - (b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

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

Debt recovery

We will negotiate for **the policyholder's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services, provided that:

1. The debt exceeds £250.
2. A claim for debt recovery under this section is made within 90 days of the money becoming due and payable.
3. **We** have the right to select the method of enforcement, or to forego enforcing judgment if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

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

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
 - (a) the settlement payable under an insurance policy;
 - (b) a lease, licence or tenancy of land or buildings;
 - (c) a loan, mortgage, pension or any other financial product and choses in action;
 - (d) a motor vehicle owned by, or hired or leased to, **the policyholder**

500.1 - Commercial legal protection (DAS) - important information

DAS Commercial Legal Expenses Company Limited (DAS) provide the cover and manage all claims under this section.

In any direct correspondence with DAS, please ensure you provide your Hiscox policy number and the following DAS reference: TS5/4313588.

DAS legal advice line: Tel. 0117 933 0626

Endorsements applicable to the whole policy

1000.3 - Your broker: PolicyBee

Your policy is administered and issued by your broker, PolicyBee. Contact them if you need to change your policy, ask a question, or if you think you have a claim.

You can call: 0345 222 5360, email: contactus@policybee.co.uk, or write to: 14 Brightwell Barns, Waldringfield Road, Brightwell, IP10 0BJ.

Important information and contact details

Using your personal information

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

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

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

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

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 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 Prudential Regulation Authority.

Legal protection:

Name	DAS Legal Expenses Insurance Company Limited
Registered address	DAS House, Quay Side, Temple Back, Bristol BS1 6NH, United Kingdom
Company registration	Registered in England and Wales number 00103274
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Commercial assistance and legal advice helpline:

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

Employment
Prosecutions
Discrimination in the workplace
Health & safety
European law

Helpline number: +44 (0)800 8402269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Limited, as a service for eligible Hiscox policyholders.

Summary of cover

Your insurance needs

This document provides key information about your insurance. It doesn't contain the full terms and conditions of your insurance cover and isn't part of your contract of insurance.

If you have any questions, please email us at contactus@policybee.co.uk. Or, call us on 0345 222 5360, Monday to Friday, 9.00am to 5.00pm.

Your exposure

Professional indemnity insurance

As a provider of services or advice, clients and customers see you as an expert in your area. Services or advice that customers or clients allege to be sub-standard and to have caused them financial harm can lead to claims of negligence.

Public liability and event cover insurance

Essential for those whose organisation's activities regularly require them to deal with members of the public. It covers against common slip, trip and fall claims.

Trustees' liability insurance

Protects the trustees and directors of your organisation against the risks associated with the decisions and actions they take while running it.

Crisis containment insurance

Provides essential public relations support and advice from PR experts if a claim puts your organisation's good reputation at risk.

Legal expenses insurance

The cost of defending your company's legal rights is increasing, while the amount of business legislation from both the UK and Europe show no sign of slowing either. The potential cost of a claim is unknown, with even small claims running to thousands of pounds. This insurance offers comprehensive cover for all the main areas where legal disputes may arise.

Type of policy

Hiscox continuous policy

Paying by recurring card means that your policy is a continuous policy. This means that cover remains in place for as long as you choose to maintain premium payments. At the anniversary of your policy we will contact you to see if there is any change to the information you provided when you purchased the policy.

Claims made cover (applies to: professional indemnity insurance, cyber and data, directors' and officers' insurance, tools, laptops and portable equipment insurance, portable technical media equipment insurance, office insurance, business interruption insurance, buildings insurance, legal expenses.)

With this type of policy, cover must be in place when a claim is notified. You cannot make a claim if the policy has lapsed or been cancelled – even if the incident that gives rise to the claim occurred whilst the policy was in force.

The insurer

Summary of cover continued...

Hiscox underwrites your professional indemnity insurance.

Hiscox underwrites your public liability and event cover insurance.

Hiscox underwrites your trustees' liability insurance.

Hiscox provides your crisis containment insurance.

DAS Expenses Insurance Company Limited underwrite your legal expenses insurance.

The wording

22534-WD-PROF-UK-NEG(1) for your professional indemnity insurance.

22760-WD-LER-UK-PPL(1) for your public liability and event cover insurance.

16015-WD-MLP-UK-AGG-DO(5) for your trustees' liability insurance.

9809 WD-PIP-UK-CRI(2) for your crisis containment insurance.

16378-WD-NFP-UK-LST(2) for your legal expenses insurance.

Your cover

Professional indemnity insurance

You're covered for:

- Negligence or breach of a duty of care.
- Negligent misstatement or negligent misrepresentation.
- infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off.
- Defamation, libel and slander.
- Dishonesty of your individual partners, directors, employees or self-employed freelancers directly contracted to you and under your supervision.

Public liability and event cover insurance

As a result of your activities including fundraising you're covered for:

- Any claims arising from bodily injury or property damage.
- Any claims arising from trespass or nuisance.
- Any claims arising from false arrest, detention, malicious prosecution or eviction.

Trustees' liability insurance

You're covered for:

- Breach of any duty, including fiduciary or statutory duty.
- Negligence.
- Defamation.
- Breach of warranty of authority.
- Breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974.

Crisis containment insurance

Crisis containment insurance gives you the use of public relations experts to limit the potential damage to your reputation during a claim.

Summary of cover continued...

Legal expenses insurance

This insurance covers the cost of your legal expenses in the following areas:

- Employment disputes.
- Compensation awards.
- Legal defence.
- Property protection.
- Tax protection.
- Contract disputes.
- Debt recovery.

What else are you covered for?

Professional indemnity insurance

Avoiding claims against you

If your client has reasonable grounds for being dissatisfied with the work you have done, refuses to pay for any or all of it, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreement not to press for the disputed amount. If so, the insurer will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount.

Public liability and event cover insurance

Claims against principals

Claims against your customers or clients as a result of your activities will be treated like a claim against you.

Criminal defence costs

This policy will cover the defence costs relating to any regulation or statute which applies to your activities, for example prosecution under any health and safety legislation, in relation to a covered claim.

Court attendance compensation

If you're required to attend court as a witness in connection with a claim, compensation for each day will be paid.

Loss of third party keys

Your policy will pay the reasonable costs to replace locks, keys or electronic pass cards of third parties for which you are legally responsible if they're lost.

Trustees' liability insurance

Health and safety/manslaughter

Any claim against you alleging involuntary, constructive or gross negligence manslaughter or any claim under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent.

Pollution

Claims relating to the actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant.

Crisis containment insurance

Outside of working hours support

Summary of cover continued...

The costs incurred in carrying out immediate work outside of working hours to limit or mitigate the impact of the crisis.

Legal expenses insurance

DAS helpline

DAS will give you confidential legal advice over the phone, 24 hours a day, 7 days a week on any commercial legal problem affecting your business.

How much are you covered for?

Professional indemnity insurance

The amount of cover you have selected is the total (or aggregate) amount you can claim in any one year. This means that any single claim, or all claims in total, cannot exceed this amount. The level of cover you select includes the legal costs of defending a claim against you.

Public liability and event cover insurance

£1m, £2m, £5m or £10m.

The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim up to the maximum you're covered for. In addition, you're also covered for the legal costs of defending a claim against you, up to the level of cover you select.

Trustees' liability insurance

The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim up to the maximum you're covered for. In addition, you're also covered for the legal costs of defending a claim against you, up to the level of cover you select.

Crisis containment insurance

The most the insurer will pay is the amount shown in the schedule, irrespective of the number of crises or insured incidents. The insurer will pay the crisis containment provider directly for crisis containment costs covered under this section of the policy.

Legal expenses insurance

You are covered for fees and awards up to £100,000 for each incident arising from the same cause.

How much excess do you have to pay?

Professional indemnity insurance

The amount you pay towards a claim will be £250. The excess applies to all claims and will be paid if Hiscox have to pay damages or compensation (but not if they successfully defend you).

Public liability and event cover insurance

£250 for each and every occurrence of property damage.

Trustees' liability insurance

No excess is applicable for this coverage.

Crisis containment insurance

No excess applies.

Summary of cover continued...

Legal expenses insurance

No excess applies, except you will be required to pay the first £500 of claims arising from Contract disputes where the amount in dispute exceeds £5,000.

Notifying a claim

Professional indemnity insurance

Please tell us as soon as you're aware of a claim or potential claim.

So you know, we'll need the following information:

- A brief summary of the situation.
- Your first awareness of any circumstance which is likely to lead to a claim against you.
- Any claim or threatened claim against you.

Public liability and event cover insurance

Please tell us as soon as you're aware of a claim or potential claim.

So you know, we'll need the following information:

- A brief summary of the situation.
- Your first awareness of any circumstance which is likely to lead to a claim against you.
- Any claim or threatened claim against you.

Trustees' liability insurance

Please tell us as soon as you're aware of a claim or potential claim.

So you know, we'll need the following information:

- A brief summary of the situation.
- Your first awareness of any circumstance which is likely to lead to a claim against you.
- Any claim or threatened claim against you.

Crisis containment insurance

When you first become aware of the crisis you must notify the insurer immediately by phoning on the number stated in the schedule. You must co-operate fully with the insurer, the crisis containment provider and any of their representatives in the management of the crisis.

Legal expenses insurance

It's a condition of the policy that you notify DAS within 180 days of you being aware of any incident that may lead to a claim.

Send your claim to:

Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

To request a claim form call 0117 933 0626 any time of the day.

Geographical cover and jurisdiction

Professional indemnity insurance

You're covered to operate anywhere in the world excluding the USA and Canada. Claims made against you **not** under the laws of England, Scotland,

Summary of cover continued...

Wales, Northern Ireland, the Isle of Man and the Channel Islands aren't covered.

Public liability and event cover insurance

You're covered to operate anywhere in the world excluding the USA and Canada. Claims made against you **not** under the laws of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands aren't covered.

Trustees' liability insurance

You're covered to operate in the UK. Claims made against you **not** under the laws of England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands aren't covered.

Crisis containment insurance

Covers crisis in relation to claims from work undertaken in the United Kingdom only.

Legal expenses insurance

Legal advice can only be given on issues which fall under the laws of one of the following: England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Union, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

Exclusions you should be made aware of

Professional indemnity insurance

Anything which was likely to lead to a claim and which you knew about before the policy started.

Any contractual terms which make you responsible for losses that you would not be responsible for if the term did not exist.

Any claims arising from terrorism, civil commotion, strikes, war, communicable disease or nuclear risks.

Any claims arising from pollution or contamination.

Any claims arising from a cyber attack.

Your supply, manufacture, sale, installation or maintenance of any product.

Please read the policy wording for a full list of exclusions.

Public liability and event cover insurance

Abuse or molestation, unless this cover is specifically shown as being covered in your policy schedule.

Loss or damage to property belonging to you or under your control at the time of the loss.

Death or bodily or mental injury or disease of any employee or volunteer of yours.

Any cyber attack, hacker or unintentional error affecting any computer or digital technology.

Any technical drawing, blueprint, plan, design, specification, formulae, program, automated system, instruction, training, direction or advice provided by you.

The following fundraising activities: that include playground equipment, inflatable play equipment, mechanical driven rides, fireworks, weapons, activities in or on water, activities underground, aerial activities, horse riding, winter sports, gymnastics, extreme sports, contact sports.

Please read the policy wording for a full list of exclusions.

Summary of cover continued...

Trustees' liability insurance

Prior claims/circumstances/litigation.

Any dishonest or fraudulent act by an insured person.

Any requirement to clean up any pollution.

Any claims arising from a cyber attack.

Any claims arising out of the operation or administration of any defined benefit pension scheme.

Please read the policy wording for a full list of exclusions.

Crisis containment insurance

Any crisis containment costs relating to any employment claim under management liability - trustees' and individual liability section, or relating to any governmental regulations or socioeconomic change which affects another country or your profession or industry.

Legal expenses insurance

This policy will not pay for any claim that is reported more than 180 days after the date you were first aware of it.

This policy will not pay for legal costs in excess of £100 per hour, when, with DAS's agreement, you choose to use your own lawyer.

This policy will not pay for any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

This policy will not pay for any employment disputes in respect of damages for personal injury.

This policy will not pay for any claim relating to import or excise duties or any tax avoidance scheme.

This policy will not pay for any contract dispute or debt recovery relating to the amount of an insurance claim or any loan, mortgage, pension or other financial product, other than disputes with professional advisors in connection with these matters.

Please read the policy wording for a full list of exclusions.

Cancelling your policy

Cooling off period

If you decide that you don't want the policy after all, you can return your policy documents within 14 days of purchase and you will receive a full refund.

Cancelling the policy

If you cancel the policy more than 14 days from its start date, it's subject to a 30 day cancellation notice period. You will be entitled to a pro rata refund of the premium.

Cover not included

This is a list of other insurance we offer. If there's something here you need, please get in touch.

Volunteers' and employers' liability

Employers' liability insurance protects you against claims made by your employees for illnesses and injuries they suffer at work. **It's a legal requirement for any UK company with employees.** The minimum level of cover is £5m but most insurers and brokers only offer £10m.

HR Solutions

Employing people comes with a burden of responsibility. And lots of paperwork. HR Solutions can help you with both. Its website is packed with employment-related advice and support, as well as contract templates, letters, risk assessments, and downloadable guides. It's like having your own HR department. But without the HR hassle.

Portable Equipment

To cover lost, damaged, and stolen technical business equipment you own and use, such as: chairs, tables, laptops, and projectors. Please note this insurance doesn't cover personal items for non-business use.

Office contents

Cover for loss of, or damage to, static business equipment. Both home and commercial offices can be covered, but please note this insurance doesn't cover personal items or non-commercial buildings.

Buildings

Buildings insurance covers the cost of rebuilding or repairing your office if it's damaged.

Business interruption

If where you run your charity is damaged (by fire or flood, say) or is otherwise unavailable, business interruption insurance pays for you to temporarily set up elsewhere. It covers the cost of moving, hiring additional equipment, and any extra rent you might have to pay.

Statement of fact

By accepting this insurance you confirm the facts stated below are true. Your insurer has relied on these facts and the information you, or anyone on your behalf, provided in deciding to accept this insurance and in setting its terms and cost. These facts and information form the basis of the contract between you and your insurer.

You must read this document to make sure all facts stated below are accurate and complete. If any of the facts stated below, or any of the information provided to us isn't right or needs to change, you must tell us as soon as possible.

We'll tell you if your insurer makes a change that affects your policy. If you don't tell us about a change it could affect any claim you make or result in your insurance being invalid.

In respect of your Hiscox charities insurance

- Your organisation does not engage in any environmental or governmental campaigning or lobbying.
- Your organisation is registered in the UK or, if unregistered, based in the UK.
- You do not need cover for activities and/or fundraising events that include:
 - Mechanically driven rides or any activities at speeds exceeding ten miles per hour
 - Playground equipment or inflatable play equipment including but not limited to bouncy castles, slides and rides
 - Fireworks, bonfires, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern
 - Weapons
 - Roller skates, blades or boards
 - Activities in or on water, or underground
 - Activities more than 3 metres above ground when outside or 3 metres from floor level when inside
 - Aerial activities including bungee jumping
 - Winter sports including skiing, ice skating and the use of bobsleighs or skeletons
 - Any kind of race, endurance test, strength test, assault or obstacle course (marathon, iron man competition, mountain bike race, weightlifting)
 - Horse riding or any other equestrian activities
 - Gymnastics or trampolining
 - Extreme activity including mountaineering, rock-climbing or potholing
 - Any activity that requires the use of guides or ropes (other than tug of war)
 - Any contact sport or professional sports of any kind
 - Arranging a package trip away on behalf of the charity or any residential trip involving those under the age of 18
 - Care that includes the lifting or hoisting of any person
 - Events where more than 500 people will attend at any one time
- Your organisation does not provide any medical products or aids (wheelchairs, walking aids, bathing aids) or any second hand equipment.
- Your organisation does not provide any care, overnight services, or one-to-one services to children and / or adults at risk.
- You are not aware of any fact, circumstance, incident, illness, injury or complaint that could give rise to a claim against your organisation.
- Neither you or any of your trustees have:
 - Been declared bankrupt either in a personal capacity or as a charity or business
 - Been convicted of or charged with a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974
 - Had an insurance policy cancelled by the insurer
 - In the last five years, suffered any claim or loss that would fall within the scope of this insurance
- Your organisation does not carry out any hazardous activities such as working at height, offshore operations, using plant and machinery, or handling dangerous animals.
- Your organisation has never, nor does it intend to, work with or travel to any of the following countries: Cuba, Iran, non-government-controlled areas of Ukraine, North Korea, Syria, Afghanistan, Belarus, Myanmar, Russia, or Venezuela.
- You do not host any events where more than 500 people will attend.
- You are not registered with a regulatory body e.g. Ofsted.
- You are not directly involved in any of the following: campaigning or lobbying, supported housing, refugee housing support, human rights or abuse prevention, overseas distribution, or mental/sexual health services.

Fair presentation of risk

You'll find a summary of your policy details below - please check the information with care and contact us immediately to update, amend or discuss any changes.

YOUR DETAILS

Your reference	15450745
Insurer	Hiscox
Business name	School of Rap CIC
Address	Storage World London Road, Thurlaston, Rugby, CV23 9LF
Contact name	Sven Lichtenberg
Telephone	07823753539
Business activities	Charity/not-for-profit organisation - Music Society / Therapy; Community Action Group; Youth Support / Work / Outreach
Turnover	Your maximum allowable turnover is £15,000 (your last declared turnover used for rating was £10,000)
No. of employees/committee members	0 full-time, 0 part-time, 0 volunteers, 3 trustees

YOUR PROFESSIONAL INSURANCE

<u>Cover type</u>	<u>Level of cover</u>
Public and Products Liability	£1,000,000
Directors' and Trustees' Liability	£100,000
Professional Indemnity	£100,000
Crisis Containment	£25,000
Legal expenses	£100,000
Total premium (including insurance premium tax at 12%)	£187.88
Policy renewal date	14/04/2027

CONTACT US

Telephone number	0345 222 5399 (from 9 to 5 Monday to Friday)
Email	contactus@policybee.co.uk

IMPORTANT

What is a continuous policy?

This insurance policy is a continuous policy. Your policy will remain in force on existing terms at the above stated premium until either party gives notice of cancellation in accordance with the general terms and conditions of the policy (please refer to your policy documents). Your policy does not require annual renewal and the last policy schedule you received is still in force. **You do not need a new schedule** but, if you require an updated copy, please contact us.

Your business activities

We have your business activities as **Charity/not-for-profit organisation - Music Society / Therapy; Community Action Group; Youth Support / Work / Outreach**. We are providing insurance for these business activities only. If your business activities have changed, you must declare them so that we can re-assess your policy terms and conditions.

Fair presentation of risk continued...

What is 'fair presentation of risk'?

The Insurance Act 2015 and its 'Duty of fair presentation' exists to enable insurers to provide you with a fair outcome in the event of a claim. Under its terms you have a statutory duty to provide a 'fair presentation of the risk'. This document reminds you of some of what you told us about your business. If anything has changed, or you have exceeded the limits set out for your turnover or payroll, it is your duty to tell us as soon as you can. This will allow us to make sure that your policy terms and conditions are correct.

If you fail to inform us about material changes we may be entitled to treat this insurance as if it had never existed.



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; or2. 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; or2. exposure to asbestos, asbestos fibres or materials containing asbestos; or3. 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; or2. 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; or2. 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; or4. 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.

Professional indemnity (specified cover)

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section. Please check **your** schedule and **your** policy wording carefully.

Cover under this section is given on an each and every claim or loss basis unless **your** schedule or the special limits in **How much we will pay** below state that the limit of indemnity applies in the aggregate. Please check **your** schedule and **your** policy wording carefully. **Your schedule** will also state whether defence costs are included within the limit of indemnity.

Special definitions for this section

Advertising or branding	Advertising, branding, including your company name, trading name and any web domain name, publicity or promotion in or of those of your products or services that expressly fall within your business activity .
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in your schedule.
Business activity(ies)	The activity(ies) stated in your schedule, which you perform in the course of your business .
Claim	Any written assertion of liability, any written demand for financial compensation, or any written demand for injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly fall within your business activity .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim but not including any overhead costs, general business expenses, salaries, or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	An individual performing employment duties solely on your behalf in the ordinary course of your business activity and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such business activity . You and your sub-contractors and outsourcers will not be treated as employees under this section.
Joint venture	A commercial arrangement that you are a member of, with at least one other party, created for the purpose of profit sharing.
Loss	Any financial harm caused to your business .
Pollutants	Any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant, including but not limited to asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Such waste includes, but is not limited to materials to be recycled, reconditioned or reclaimed.
Pollution	Any pollution or contamination, including from noise, electromagnetic fields, radiation, radio waves and any pollutants .
Potential claim	Anything likely to lead to a claim covered under this section.
Retroactive date	The date stated as the retroactive date in your schedule.
Subsidiary(ies)	An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar: <ol style="list-style-type: none"> 1. which you own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance; or 2. which you acquire or create during the period of insurance where the entity's turnover for the 12-month period leading up to the date of acquisition is:

- a. less than 20% of **your** turnover;
- b. not more than £5,000,000;
- c. claims free for the last three years prior to the date of acquisition; and
- d. free from any circumstances that might lead to a claim,

and the entity's **business activity** is the same as **yours**.

An entity in which **you** no longer own more than 50% of the book value of the assets or of the outstanding voting rights is not included in this definition.

You/your

Also includes:

- 1. any person who was, is or during the **period of insurance** becomes **your** partner, director, trustee, in-house counsel or senior manager in actual control of **your** operations; and
- 2. any **subsidiary** including any person who was, is or during the **period of insurance** becomes the partner, director, trustee or in-house counsel of any **subsidiary** or any senior manager in actual control of its operations.

What is covered

Claims against you

A.

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

Negligence

- 1.
 - a. negligence or breach of any duty to use reasonable care and skill;
 - b. negligent loss of or physical damage to any third-party tangible document for which **you** are responsible; or
 - c. negligent misstatement or negligent misrepresentation;

Intellectual property infringement

- 2. intellectual property infringement (but not any patent infringement or trade secret misappropriation) including but not limited to:
 - a. infringement of copyright, trademark, trade dress, publicity rights, moral rights or design rights;
 - b. cyber-squatting violations;
 - c. any act of passing-off; or
 - d. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;

Defamation

- 3. defamation, including but not limited to libel, slander, trade libel, product disparagement, or malicious falsehood;

Dishonesty

- 4. dishonesty of **employees**, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision;

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

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

Mitigation

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, **you** become aware of a **potential claim**, **we** will pay for reasonable and necessary costs **you** incur, with **our** prior written consent, to avoid the **claim**, or reduce the severity of the **claim**, as long as the costs incurred are less than the likely costs for the **potential claim** being mitigated.

If a **claim** is subsequently brought and which arises from the same subject matter as the **potential claim**, **our** total payment will not exceed the applicable limit of indemnity in **your** schedule.



Sub-contractors
or outsourcers

We will indemnify **you** against any **claim** falling within the scope of **What is covered**, A. **Claims against you**, which is brought as a result of a **business activity** undertaken on **your** behalf by any sub-contractor or outsourcer.

B.

Advertising claims

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

1. infringement of copyright or moral rights; or
2. defamation;

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

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

Your own losses

Loss of documents

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

What is not covered

In addition to the **General exclusions** set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

- A. **We** will not make any payment for any **claim** or **loss** or part of any **claim** or loss directly or indirectly due to:
1. any investment advice, financial advice, investment of **client** funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body.
 2. any survey or valuation of physical property or any construction or erection work.
 3. any reserved legal activity provided by or carried out by **you**, as defined in the Legal Services Act 2007, or any related, similar or successor legislation or regulation in any jurisdiction.
 4. any death of or any bodily or mental injury or disease suffered by anyone.
 5. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer.
 6. any discrimination, victimisation, harassment or unfair treatment, unless arising directly from **your** breach of a duty to use reasonable care and skill in the performance of a **business activity**.
 7. the work of any personnel supplied by **you** to a **client**, unless **you** have breached a duty of care in supplying them.
 8. the loss, damage or destruction or loss of use of any tangible property, including but not limited to bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

However this exclusion does not apply to any **loss** directly arising from any tangible document where covered under **What is covered**, **Your losses**, Loss of documents.
 9. any supply, manufacture, sale, installation or maintenance of any product.
 10. or contributed to by, resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;

	<ul style="list-style-type: none"> c. social engineering communication; d. any fear or threat of 10.a. to 10.c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 10.a. to 10.d. above.
Computer or digital technology error	11. or contributed to by, resulting from or in connection with any computer or digital technology error .
Personal data claims	<p>12. the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data.</p> <p>However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by What is not covered, A. 10. Cyber incidents above. The most we will pay in relation to any such covered claim is the special limit stated in your schedule for Personal data claims.</p>
Infrastructure interruption	13. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, cloud services provider, telecommunications provider, utilities supplier or other infrastructure provider.
Land, animals and vehicles	14. the ownership, possession or use of any land, or building, any animal, any aircraft (including any drone or small unmanned aerial vehicle), any watercraft or any motor vehicle.
Contractual liability	15. any liability under any contract which is greater than the liability you would have at law without the contract.
Patent/trade secret	16. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Trademarks and false advertising	<p>17. any actual or alleged:</p> <ul style="list-style-type: none"> a. act of passing-off, unauthorised use of another's trademark, name or logo; or b. false or misleading advertising; <p>in relation to your advertising or branding.</p>
Deliberate, reckless or dishonest acts	<p>18. any act, breach, omission or infringement you deliberately, spitefully, dishonestly, fraudulently, recklessly or criminally commit, condone or ignore.</p> <p>However this exclusion does not apply to any claim covered under:</p> <ul style="list-style-type: none"> a. What is covered, A. Claims against you, Dishonesty, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty; or b. What is covered, A. Criminal proceedings costs, where costs incurred are solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if a King's Counsel advises that the prospects of a successful appeal following a finding of guilt is likely.
Pre-existing problems	19. anything, including any potential claim or any actual or alleged shortcoming in your work, likely to lead to a claim or loss , which you knew or ought reasonably to have known about before the commencement of the period of insurance .
Unfair competition	20. any unfair competition, deceptive trade practices, or restraint of trade or breach or alleged breach of any competition or antitrust statute, legislation or regulation.
Tax	21. any breach or alleged breach of any taxation law or regulation.
Insolvency	22. your insolvency, bankruptcy, receivership, administration, or liquidation.
Pension and employee benefits schemes	23. any liability or breach of any duty or obligation owed by you in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund, including but not limited to violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974.

Directors and officers' liability	24. any liability or breach of any duty or obligation owed to you or your shareholders by any of your directors, officers, trustees or board members, including but not limited to any: <ol style="list-style-type: none"> a. allegation of insider trading; b. breach of any duty of corporate loyalty; c. liability for any statement, representation or information concerning you or your business contained in your accounts, reports, financial statements, or your advertising or branding.
Personal liability	25. any personal liability incurred by any director, officer, trustee, or board member of yours when acting in that capacity or managing your business other than when performing a business activity for a client or advertising or branding .
Asbestos	26. asbestos risks .
Pollution	27. pollution .
Communicable disease	28. or contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"> a. communicable disease; b. fear or threat of 28.a. above; or c. any action taken in controlling preventing, suppressing, responding or in any way relating to 28.a. or 28.b. above.
War, terrorism, civil commotion and nuclear	29. or contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"> a. terrorism; b. civil commotion, strikes or industrial action; c. war; d. nuclear risks; e. fear or threat of 29.a. to 29.d. above; or f. any action taken in controlling preventing, suppressing, responding or in any way relating to 29.a. to 29.e. above. <p>If there is any dispute between you and us over the application of clause 29.a. or 29.b. above, it will be for you to show that the clause does not apply.</p>
Breach of confidentiality	30. breach of any duty of confidence, invasion of privacy, or violation of any other legal protections for personal information.
Joint ventures	31. activities carried out as part of a joint venture . B. We will not make any payment for:
Claims brought by a related party	1. any claim brought by any person or entity within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. However, this does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of your business activity .
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract.
Lost profit and VAT	3. your lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client , account or business.
Non-compensatory payments	5. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits or treble, multiple, aggravated, punitive or exemplary damages.

Claims outside the applicable courts

6. any **claim**, including arbitration, brought outside the **applicable courts**. This applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.

How much we will pay

Each and every claim

If **your** schedule states that the limit of indemnity applies to each and every **claim** or **loss**:

1. excluding **defence costs**; the most **we** will pay for each **potential claim, claim** and **losses** is the limit of indemnity stated in **your** schedule.

We will also pay for **defence costs** in addition to the limit of indemnity stated in **your** schedule. However, if a payment greater than the limit of indemnity has to be made for a **potential claim, claim** or **loss, our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid; or

2. including all costs; the most **we** will pay for each **potential claim, claim**, including **defence costs**, and **losses** is the overall limit of indemnity stated in **your** schedule,

unless limited below or in **your** schedule.

In the aggregate

If **your** schedule states that the limit of indemnity applies in the aggregate:

1. excluding **defence costs**; the most **we** will pay for the total of all **potential claims, claims** and **losses** is the overall limit of indemnity stated in **your** schedule, irrespective of the number of **potential claims, claims** or **losses**.

We will also pay for **defence costs** in addition to the limit of indemnity stated in **your** schedule. However, if a payment greater than the limit of indemnity has to be made for a **potential claim, claim, or loss, our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid; or

2. including all costs; the most **we** will pay for the total of all **potential claims, claims**, including their **defence costs**, and **losses** is the overall limit of indemnity stated in **your** schedule, irrespective of the number of **potential claims, claims** or **losses**,

unless limited below or in **your** schedule.

Overheads and other business costs

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages, production, recall, correction or reproduction costs, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security, or performing audits.

Excess

You must pay the relevant **excess** stated in **your** schedule. The **excess** will only be eroded by the covered part of the **potential claim, claim** or **loss**.

Multiple claims from a single source

If **your** schedule states that the limit of indemnity applies to each and every **claim** or **loss**, all **potential claims, claims** and **losses** which arise from:

1. the same original cause, a single source or a repeated or continuing problem in **your** work; or
2. in relation to defamatory statements, a single or continuing investigation or a common set of facts or state of affairs;

will be treated as a single **claim, loss** or **potential claim**. **You** will pay a single **excess** and **we** will pay a maximum of a single limit of indemnity for these related **potential claims, claims** and **losses**. All of the notifications which are related will be considered as having been made on the date of the first notification to **us**.

Paying out the limit of indemnity

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



Claims and losses under more than one cover

If the same **claim** or **loss** is insured under more than one cover under **What is covered** above, **we** shall only make payment for that **claim** or **loss** under one of the covers, being the cover that is most advantageous for **you**.

Special limits

Personal data claims

The most **we** will pay for the total of all **potential claims** or **claims**, including **defence costs**, made against **you** by a **client**, which arise directly from **your** performance of a **business activity** for that **client** relating to **personal data**, is a single limit of indemnity stated in **your** schedule, which is an aggregate limit.

Each and every claim

If **your** schedule states that the limit of indemnity applies to each and every **claim** or **loss**, the most **we** will pay for each item below is a single limit of indemnity, equivalent to the same amount, but which instead is an aggregate limit, for the total of all **potential claims, claims**, including their **defence costs**, and **losses** made against **you** arising from:

- | | |
|-----------------|--|
| Dishonesty | 1. the dishonesty of your partners, directors, employees , sub-contractors or outsourcers; |
| Property damage | 2. the physical loss or destruction of or damage to tangible property; |
| Injury | 3. the death, disease or bodily or mental injury of anyone. |

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** of:
 - a. any **claim** made against **you** or any **loss** as soon as practicable and within the **period of insurance** or at the latest no later than 14 days after the end of that **period of insurance** for any **claim** or **loss** **you** first became aware of in the seven days before expiry;
 - b. **potential claims** under this section, such notifications must be as soon as practicable and within the **period of insurance** or at the latest no later than 14 days after the end of that **period of insurance**, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying any potential claimant, the likely basis for liability, the likely demand for relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any **employee**, sub-contractor or outsourcer has acted dishonestly, as soon as reasonably practicable.

If **you** renew this **policy** with **us** and it is not subsequently cancelled, **we** will accept notifications that **you** make to **us** under this **period of insurance** for **claims, potential claims** or **losses** that **you** became aware of no later than the 60 days immediately prior to the expiry of this **period of insurance**. **You** must make such notifications to **us** no later than 60 days after the end of this **period of insurance**.

2. **You** must:
 - a. ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
 - b. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement;
 - c. not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** (including negotiating any request for proposal), **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent.

If **you** fail to comply with these obligations, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence	<p>We have the right, but not the obligation, to take control of and conduct in your name the investigation, settlement or defence of any claim or any part of a claim.</p> <p>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.</p>
Appointment of legal representation	<p>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.</p>
Partially covered claims	<p>If a claim is made which:</p> <ol style="list-style-type: none">1. is not wholly covered by this section; or2. is made against you and any other party who is not covered under this section; <p>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.</p>
Advancement of defence costs	<p>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.</p>
Payment of full limit of indemnity	<p>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 your schedule has been exhausted.</p>
Payment of excess	<p>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.</p>
Disputes	<p>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:</p> <p>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 King'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 King'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.</p>

Public and products liability (Leisure, education and retail)

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Special definitions for this section

Abuse or molestation	<ol style="list-style-type: none">1. Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment;2. sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy;3. discrimination, victimisation, harassment, voyeurism, invasion of privacy or any use or distribution of images, in whatever manner, without the consent of any person shown; or4. any other act of a sexual nature or undertaken with a sexual motive.
Abuse or molestation retroactive date	The date stated as the retroactive date in the Abuse or molestation cover section of your schedule.
Activities	<p>Any activities you have declared to us and which are stated in the Business field of your schedule.</p> <p>The following are also included where they are incidental to such activities:</p> <ol style="list-style-type: none">1. the maintenance of property or premises owned or occupied by you;2. the provision or management of:<ol style="list-style-type: none">a. canteen, social, sports, education or welfare organisations; orb. first aid or security services, for the benefit of your employees; and3. attendance at conferences and promotional events within the geographical limits which directly relate to your activities.
Bodily injury	Death, or any bodily injury, illness, disease or mental injury.
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 legal right: <ol style="list-style-type: none">1. to access or use land or water; or2. of air or light.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such craft.
Employee	Any person working for you in connection with your activities who is: <ol style="list-style-type: none">1. employed by you under a contract of service or apprenticeship;2. hired to or borrowed by you;3. self-employed or working on a labour-only basis under your control or supervision;4. engaged by labour-only sub-contractors;5. a labour master or a person supplied by them;6. engaged under a work experience or training scheme; or7. a voluntary worker engaged with your permission.
Inefficacy	The failure of any of your products to perform the function or serve the purpose for which it was intended.

Insured premises	Any premises within the United Kingdom which is stated in any Property section of your schedule. This includes any outdoor space, outbuildings and annexes you occupy at the same premises.
Personal injury	<ol style="list-style-type: none"> 1. False arrest, detention or imprisonment; 2. malicious prosecution; or 3. wrongful entry into, or eviction of a person from, a room, dwelling or premises which they occupy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods which are: <ol style="list-style-type: none"> 1. sold, supplied, distributed, manufactured, constructed, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you; and 2. not in your care, custody or control at the time of any occurrence giving rise to a claim under this section of your policy.
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	Land-based mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
You/your	The insured named in your schedule. This 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 activities, any party brings a claim against you for:</p> <ol style="list-style-type: none"> 1. bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance; or 2. 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, including your liability for any claimants' legal costs and expenses. 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 activities, 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. This includes a claim against any employee when they are acting on your behalf in whatever capacity.</p> <p>However, we will not in any event provide cover:</p> <ol style="list-style-type: none"> 1. in respect of any allegation of slavery or people trafficking; or 2. to any party who commits, condones or ignores any abuse or molestation. <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, domestic or civil partner 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, and which is incurred in a personal capacity while temporarily outside the United Kingdom. However, we will not make any payment where such liability:</p> <ol style="list-style-type: none"> 1. arises out of: <ol style="list-style-type: none"> a. any loss of a third party's key or electronic pass card;

- b. any failure to secure a third party's premises;
 - c. the ownership or occupation of land or buildings; or
2. is covered by any other insurance.

Claims against principals	<p>If, as a result of your activities, any party brings a claim which falls within the scope of What is covered, Claims against you, against any:</p> <ul style="list-style-type: none"> 1. named third party as stated in the Public and products liability section of your schedule; or 2. other third party with whom you have entered into a contract or agreement in connection with your activities, <p>and you would have been liable for that claim had it been brought against you, we will treat such claim as if it had been made against you and make the same payment to the party stated in 1. or 2. above which we would have made to you, provided that the party stated in 1. or 2. above:</p> <ul style="list-style-type: none"> a. has not, in our reasonable opinion, caused or contributed to the claim against them; b. accepts that we can control the defence and settlement of the claim in accordance with the terms of this section; c. has not admitted liability or prejudiced the defence of the claim before we are notified of it; and d. gives 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 your 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 your schedule.</p>
Loss of third party keys	<p>If, during the period of insurance and as a result of your activities, you lose any key or electronic pass card belonging to a third party for which you are legally responsible, and that party brings a 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 activities, and that party brings a 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> <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>
Unauthorised use of third party telephones by your employees	<p>If, during the period of insurance and as a result of your activities, 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 a 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> <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>
Defective Premises Act	<p>If, during the period of insurance, you dispose of any premises in connection with your activities 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"> 1. liability where you are entitled to cover under any other insurance; or 2. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.
Contingent motor liability	<p>If any party brings a claim against you for bodily injury or property damage occurring during the period of insurance which directly arises from the use of any mechanically propelled vehicle or any attached trailer for your activities within the United Kingdom, we will indemnify you against the sums you have to pay as compensation.</p> <p>We will not make any payment under this extension for any claim:</p> <ul style="list-style-type: none"> 1. arising from any mechanically propelled vehicle or any trailer attached to it which is: <ul style="list-style-type: none"> a. owned by you; or

- b. loaned, leased, hired or rented to **you**;
 - c. provided by **you**; or
 - d. being driven by **you**;
2. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
 3. arising from the vehicle being driven by any person who to **your** knowledge or that of **your** representatives does not hold appropriate insurance or a valid licence to drive the vehicle; or
 4. insured under another insurance policy.

Hirers' liability

We will indemnify the hirer of the **insured premises** against **bodily injury** or **property damage** occurring during the **period of insurance** arising directly from their use of the **insured premises**.

We will not make any payment under this extension if the hirer:

1. was using the **insured premises** for commercial or business purposes;
2. has the benefit of any other insurance policy which also provides indemnity for the hirer's activities; or
3. hires the **insured premises** on a regular, permanent or long term basis unless:
 - a. the hirer is using the **insured premises** for the benefit of the local community; and
 - b. **you** request that **we** provide indemnity.

This includes a claim brought by a third party, but not a claim brought by **you**.

Additional cover

Representation costs

At **your** request, **we** will pay **your** reasonable costs to:

1. defend **you** or any **employee** if any governmental, administrative or regulatory body brings any criminal action against **you** or such **employee** for any breach of statute or regulation;
2. represent **you** or any **employee** at any properly constituted external investigation, inquiry or professional disciplinary proceeding, including representation at a coroner's inquest or equivalent; and
3. assist **you** or any **employee** in responding to a request made by a coroner or equivalent, the police or a member of the judiciary for documentation or other assistance,

within the **United Kingdom**. This includes any related appeal which **we** consider has reasonable prospects of success.

We will only pay these costs:

- a. if the costs relate directly to any actual or potential claim covered under this section;
- b. if the payment of such costs is likely, in **our** reasonable opinion, to reduce the amount of any actual or potential claim;
- c. if **you** have **our** prior written agreement before such costs are incurred; and
- d. up to the date of any admission by or final adjudication against **you** or the relevant **employee** that any breach of statute or regulation occurred.

However, **we** will not in any event pay any representation costs for any **employee** bringing a claim under this section.

Court attendance compensation

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

Defamation and intellectual property rights

If as a result of **your activities**, any party brings a claim against **you** for:

1. defamation; or
2. infringement of intellectual property rights,

occurring during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

However, **we** will not make any payment for:

- a. any claim directly or indirectly due to any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- b. any claim directly or indirectly due to any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
- c. any claim brought by any person falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**;
- d. **your** lost profit, mark-up or liability for VAT or its equivalent; or
- e. fines, penalties, tax liabilities or debts, aggravated, punitive or exemplary damages or additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any similar or successor legislation.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

- | | |
|--|---|
| Property for which you are responsible | <p>A. We will not make any payment for any claim or part of a claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> 1. property damage to any item belonging to you or which at the time of the loss, damage or destruction is in your care, custody or control. This does not apply to: <ol style="list-style-type: none"> a. vehicles or personal effects belonging to your employees or visitors, while on your premises; b. premises, including their contents, fixtures and fittings, which are not owned or rented by you, where you are temporarily carrying out your activities; c. premises, including their contents, fixtures and fittings which are rented to you, unless you are obliged by lease or other agreement to maintain property insurance cover in respect of these; d. property belonging to your clients or customers, provided that the loss or damage to such property occurs while it is in the process of being installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you; or e. loss of a third party's keys or electronic pass cards. |
| Vehicles and craft | <ol style="list-style-type: none"> 2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, drone, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters), electric or motorised scooter or cycle, hoverboard or any mechanically propelled vehicle or its trailer. <p>This does not apply to:</p> <ol style="list-style-type: none"> a. any tool of trade; or b. the loading or unloading of any vehicle off the highway. |
| Injury to employees | <ol style="list-style-type: none"> 3. bodily injury to any: <ol style="list-style-type: none"> a. employee; or b. person supplied by you to a client under contract which occurs anywhere other than at your premises. |
| Personal data | <ol style="list-style-type: none"> 4. any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data. |
| Confidential corporate information | <ol style="list-style-type: none"> 5. any actual or alleged negligent or intentional misuse, unauthorised disclosure, dissemination or improper use of corporate confidential information, including but not limited to trade secrets, financial data, client lists, marketing strategies, proprietary technology, or any other sensitive information which you are legally required to keep confidential. |
| Pollution | <ol style="list-style-type: none"> 6. <ol style="list-style-type: none"> a. <ol style="list-style-type: none"> i. any pollution; or ii. any bodily injury or property damage directly or indirectly caused by any pollution, <p>unless the pollution is 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; or</p> |

- b. any **pollution** occurring in the United States of America or Canada.
- Cyber incidents 7. or contributed to by, resulting from or in connection with any:
- a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. **computer or digital technology error**;
 - e. any fear or threat of 7.a. to 7.c. above; or
 - f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 7.a. to 7.e. above.
- Professional advice 8. the provision or preparation of, or the failure to provide or prepare any:
- a. technical drawing, blueprint or plan;
 - b. design, specification or formula;
 - c. **program** or automated system; or
 - d. instruction, training, direction or advice, by **you** or on **your** behalf.
- However, this exclusion does not apply to any accompanying printed safety advice relating to **your products**.
- Treatment, care, diagnosis or prescription 9. a. the provision of or failure to provide any treatment, remedy, therapy or care of a person or animal, other than the provision of first aid to a person in connection with **your activities**;
- b. the medical, dental or veterinary diagnosis of or failure to diagnose any person or animal;
 - c. the prescription of or failure to prescribe any drug or medicine; or
 - d. the administration of or failure to administer any drug, medicine, vaccination or any medical, dental or veterinary test.
- Tour operator's liability 10. any of **your activities** where **you** are deemed in law to be liable, solely as a result of:
- 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.
- Product recall 11. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
- Your products 12. any **products**:
- a. classed as aircraft, **drones**, missiles, spacecraft or any other aerial device, including any associated ground support or control equipment;
 - b. installed in aircraft, **drones**, missiles, spacecraft or any other aerial device, or which are used in connection with such items;
 - c. used as tooling in the manufacture of aircraft, **drones**, missiles, spacecraft or any other aerial device, including ground-handling tools and equipment;
 - d.
 - i. classed as; or
 - ii. designed for use in and which affect the driving or riding capabilities of, any vehicle, scooter or cycle where such item has an integral source of power to enable movement or operation;
 - e. designed for medical purposes and which are permanently implanted into the human body; or
 - f.
 - i. classed as cigarettes, e-cigarettes, cigars, e-cigars or vapes; or
 - ii. which contain, use or are derived from tobacco or nicotine, including any related by-products.
- Opioids 13. or contributed to by, resulting from or in connection with the use, sale, promotion,



manufacture, supply, distribution, delivery, transport, transfer, possession or prescription of any opioid, opioid product or product derived from or containing opium or opiates.

Inefficacy	14. inefficacy.
Deliberate or reckless acts	15. 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	16. the actions of any person supplied by you to a client under contract.
Railways and aircraft	17. the operation, maintenance or construction of any: a. railway, rail track, rail signalling or rolling stock; or b. aircraft, drone , missile, spacecraft or any other aerial device.
Contracts	18. your liability under any contract which is greater than the liability you would have at law without the contract.
Terrorism, civil commotion, war or nuclear	19. or contributed to by, resulting from or in connection with any: a. terrorism ; b. civil commotion , strike or industrial action; c. war ; d. nuclear risks ; e. fear or threat of 19.a. to 19.d. above; or f. action taken in controlling, preventing, suppressing, responding or in any way relating to 19.a. to 19.e. above. If there is any dispute between you and us over the application of 19.a. or 19.b. above, it will be for you to show that the exclusion does not apply.
Confiscation	20. confiscation.
Asbestos	21. asbestos risks.
Perfluoroalkyl and polyfluoroalkyl substances	22. or contributed to by, resulting from or in connection with any: a. perfluoroalkyl or polyfluoroalkyl substances; b. any fear or threat of 22.a. above; or c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 22.a. or 22.b. above.
Inflatables	23. any inflatable play equipment including but not limited to bouncy castles and slides.
Fireworks displays	24. any bonfire, firework, pyrotechnic, sparkler, airborne lantern, sky candle or wish lantern, unless: a. such activity is carried out by sub-contractors; and b. you take all reasonable steps to ensure that the sub-contractors have and maintain public liability insurance cover with a limit of indemnity of not less than under this section of the policy . B. We will not make any payment for:
Restricted recovery	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. any fines, penalties, punitive or exemplary damages, or compensation ordered or awarded by a criminal court.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries stated in the Applicable courts field of the Public and products liability section of your schedule. This also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the countries stated in the Applicable courts field of the Public and products liability section of your schedule.
Geographical limits	4. any claim brought against you or representation costs arising from any:

- a. **activities** carried out by **you** or on your behalf; or
- b. **bodily injury** or **property damage** arising from any **products** which occurs, in any country outside the **geographical limits**.

Excess

- 5. the amount of any **excess**.

How much we will pay

We will pay up to the limit of indemnity stated in **your** schedule for each and every claim or loss, unless limited below or in **your** schedule. **We** will also pay for **defence costs** in addition to the limit of indemnity stated in **your** schedule.

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 amount of any **excess** stated in **your** schedule for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing breach of duty in connection with **your activities** will be regarded as one claim.

Paying out the limit of indemnity

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

Special limits

Abuse or molestation

For claims brought against **you** for **abuse or molestation**, the most **we** will pay is the amount stated in **your** 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 **your** schedule.

Claims brought against you in USA or Canada

If it is stated in **your** 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**.

Unauthorised use of third party telephones by your employees

The most **we** will pay for the total of all claims and their **defence costs** arising from the unauthorised use of a third party's telephone system is the amount stated in **your** schedule.

Additional cover

Representation costs

The most **we** will pay for the total of all representation costs covered under this section of the **policy** is the amount stated in **your** schedule.

Court attendance compensation

The most **we** will pay for the total of all court attendance covered under this section of the **policy** is stated in **your** schedule.

Defamation and intellectual property rights

The most **we** will pay for the total of all claims and their **defence costs** arising from defamation and infringement of intellectual property rights is the amount stated in **your** schedule.

Your obligations

Notification of claims

- A **We** will not make any payment under this section unless **you** notify us:
 - 1. as soon as possible and in any event within seven days of:
 - a. a claim or anything which may give rise to a claim for or arising out of **bodily injury** or **abuse or molestation**;
 - b. **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

- c. anything which may give rise to a request for **us** to pay representation costs under **What is covered, Additional cover**, Representation costs.
2. promptly of any other claim or anything which may give rise to any other claim against **you**, including **your** discovery that **your 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:

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

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

Please ensure **you** quote **your** policy number.

- | | |
|-------------------------|---|
| Not admitting liability | B. 1. When dealing with your client or any 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. |
| Our rights of recovery | 2. You must ensure that our rights of recovery against any third party, including but not limited to any subrogated rights of recovery, are not restricted or financially limited by any term in any contract or agreement into which you have entered, unless you have our prior agreement in writing. |
| 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 any 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 the conditions stated under **Your obligations**, B.1. to B.3. above, unless **you** can demonstrate that such non-compliance could not have increased the risk of the claim arising or the loss occurring or the amount of the claim or loss.

Control of defence

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

1. not wholly covered by this section; or
2. made 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** and 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 **your** 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



King'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 King'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**.

Management liability – directors and officers’ liability

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an aggregate basis unless otherwise specified.

Special definitions for this section

Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Bodily injury	Mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone.
Bail costs	Costs incurred with our prior written agreement to pay for a bond or other financial instrument to guarantee an insured person’s bail or equivalent in any other jurisdiction.
Claim	<ol style="list-style-type: none"> 1. Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an insured person during the period of insurance alleging a wrongful act and seeking monetary damages or other legal relief or penalty. 2. Any extradition proceeding made against an insured person during the period of insurance.
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.
Cyber attack	<p>Any digital attack or interference, whether by a hacker or otherwise, designed to disrupt access to, the operation of or cause damage to any data or computer or digital technology, including but not limited to any:</p> <ol style="list-style-type: none"> 1. programs designed to damage, disrupt, extract data from, or gain unauthorised access to 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 2. denial of service attack or distributed denial of service attack.
Data subject	Any natural person who is the subject of personal data .
Defence costs	<ol style="list-style-type: none"> 1. Reasonable costs, not including any overheads, additional costs or remuneration, incurred with our prior written agreement to investigate, settle or defend any claim made against an insured person or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any claim. 2. Emergency defence costs.
Deprivation of assets expenses	<p>The amounts for which an insured person is contractually committed to pay for:</p> <ol style="list-style-type: none"> 1. school fees for the insured person’s immediate family; 2. rent or mortgage payments on the insured person’s principal residence, not including any mortgage overpayments; 3. utilities supplied to the insured person’s principal residence; and 4. insurance premiums that are personal to the insured person and their immediate family.
Emergency defence costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or defend any claim (other than an employment claim) made against an insured person , where it is not possible to obtain our prior written agreement, provided that you or the insured person notify us as soon as possible after such sums are incurred.
Emergency legal representation costs	Reasonable and necessary costs, not including any overheads, additional costs or remuneration to investigate or respond to any investigation , where it is not possible to obtain



our prior written agreement, provided that **you** or the **insured person** notify **us** as soon as possible after such sums are incurred.

Employee

1. Any person under a contract of service with **you**.
2. Any independent person seconded to **you**.
3. Any applicant or candidate for employment with **you**.

Employee contract benefits Any amounts awarded to an **employee** in respect of:

1. remuneration, including incentives, bonus, commission, health benefits, holiday or notice pay, whether under statute or contract;
2. family leave payments, including maternity pay, paternity pay, parental leave pay, shared parental leave pay or adoption pay, whether under contract or statute;
3. amounts due under an employee benefit or pension scheme;
4. share or stock options;
5. deferred compensation; or
6. equal pay or redundancy pay.

Employment claim

Any **claim** by any **employee** for any actual or alleged:

1. wrongful, unfair or constructive dismissal, discharge or termination of employment;
2. breach of written or implied contract of employment;
3. employment related misrepresentation;
4. wrongful deprivation of a career opportunity, failure to grant tenure or negligent employee evaluation;
5. harassment, unlawful discrimination or failure to provide adequate employee procedures and policies;
6. retaliation; or
7. defamation or invasion of privacy,

arising solely as a result of the employment or non-employment by **you** of such **employee**.

Extradition proceeding

Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or any similar or successor legislation in any other jurisdiction, including any associated appeals.

Hacker

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

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

**Health and safety/
manslaughter claim**

Any **claim** under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.

**Health and safety/
manslaughter investigation**

Any **investigation** under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or any similar or successor legislation.

Insured person

1. Any natural person who was, is, or during the **period of insurance** becomes a director, partner, member or officer of **you**.
2. Any de facto director of **you** whilst acting in such capacity for **you**.
3. Any shadow director as defined under Section 251 of the Companies Act 2006 or any similar or successor legislation in any other jurisdiction.
4. Any **employee of you**.
5. The lawful spouse, civil or unmarried partner of any person in 1 to 4 above solely because of their spousal, civil or unmarried partner relationship following a **claim** or **investigation** against that person.
6. The estates, heirs or legal representatives of any person in 1 to 5 above who has died or become incapacitated, insolvent or bankrupt but only for a **claim** or **investigation** against that person.



Insured person does not include any external auditor or any liquidator, receiver, administrative receiver or other insolvency practitioner or officer of **you** or **your** assets.

Investigation

An official examination, official enquiry or official investigation into **your business** activities, or into an **insured person**, arising from activities performed in their capacity as an **insured person**, first notified as being required during the **period of insurance** and conducted by any regulator, government department or other body legally empowered.

Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of **your** industry which is not solely related to **your** or any **insured person's** conduct.

Investigation mitigation costs

Reasonable and necessary costs incurred by an **insured person** to prevent or minimise the likelihood of an **investigation** or mitigate the potential consequences of an **investigation** which, if such steps were not taken, would be likely to result in an **investigation** being brought against such **insured person** that would be covered by this section of the **policy** or would be likely to increase the severity of such an **investigation**.

Legal representation costs

1. Reasonable and necessary legal costs, fees, charges and expenses, not including any overheads, additional costs or remuneration, for which **you** are legally liable, incurred with **our** prior written agreement for legal representation directly in relation to an **investigation**.
2. **Emergency legal representation costs.**

Loss

In respect of a **claim** or **investigation** the amount any **insured person** becomes legally liable to pay, including following a settlement entered into with **our** written agreement, for:

1. awards of damages, including punitive, exemplary and multiplied damages and civil fines and penalties if insurable in the jurisdiction where such award was first ordered;
2. claimants' legal costs and expenses;
3. **defence costs and legal representation costs;** and
4. **public relations expenses.**

Loss does not include any criminal fines or penalties, regulator's costs or expenses (including Health and Safety Executive fees for intervention or similar regulator's costs and expenses), taxes (except for personal tax liability), remuneration, **employee contract benefits**, or punitive, exemplary and multiplied damages in relation to an **employment claim**.

Outside entity

Any organisation other than **you**:

1. that is tax exempt and not for profit; or
2. in which **you** hold any issued share.

Outside entity does not include:

1. any company which is registered or domiciled outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar;
2. any company whose securities are traded on any stock exchange in the USA or Canada; or
3. any bank, investment company, investment advisor or manager, hedge or mutual fund, private equity or venture capital company, stock brokerage, insurer, or any similar financial organisation or institution including any organisation regulated by the FCA, PRA or any similar regulator.

Personal data

Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

Pollution

Any actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any solid, liquid, gaseous or thermal contaminant or irritant, including, but not limited to, lead, smoke, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed), or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any such material.

Pre-investigation costs

Reasonable and necessary costs incurred by an **insured person** with **our** prior written agreement to notify a regulator, government department or other body legally empowered of any material breach, incident or event occurring within the **geographical limits** where such

notice is obligatory and it is likely that a covered **investigation** will be brought as a result of the notification.

Prior and pending date	The date on which you first purchased directors' and officers' liability insurance that has run continuously without a break in cover. If since that date you have merged or consolidated with another company, or any party has acquired more than 50% of your issued share capital or the majority of your voting rights, the 'prior and pending date' will be the date of such merger, consolidation or acquisition.
Property damage	The loss, damage or destruction of any tangible property including loss of use of such property.
Public relations expenses	The reasonable and necessary costs incurred with our prior written agreement in utilising the services of a public relations consultant.
Securities	Any debt or equity interest in you .
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
Subsidiary	<p>Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which you:</p> <ol style="list-style-type: none"> 1. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or 2. control a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim or investigation against an insured person arising from any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place before it ceased to be a subsidiary.</p>
Unintentional error	Any error or omission by anyone that was not intentional or deliberate.
Wrongful act	<p>Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties solely in their capacity as a director, partner, member, officer or employee of:</p> <ol style="list-style-type: none"> 1. you; or 2. for the purposes of the cover in What is covered, Outside entity, an outside entity, including: <ol style="list-style-type: none"> a. breach of any duty, including fiduciary or statutory duty, breach of confidence; b. breach of trust; c. negligence, negligent misstatement, misleading statement or negligent misrepresentation; d. defamation; e. wrongful trading under Section 214 of the Insolvency Act 1986 or any similar or successor legislation, including its equivalent legislation in any other jurisdiction; f. breach of warranty of authority; or g. any other act, error or omission attempted or allegedly committed or attempted by an insured person solely because of their status as a director, partner, member, officer or employee of you.
You/your	<p>Also includes any subsidiary:</p> <ol style="list-style-type: none"> 1. existing at the start of the period of insurance; 2. created or acquired during the period of insurance provided that the newly created or acquired subsidiary does not trade any of its securities on any stock exchange.



1. Claims against an insured person

Losses including defence costs

Health and safety/
manslaughter

Pension or employee
benefit schemes

Pollution

Employment claims

Outside entity

Cyber incidents

Emergency defence costs

2. Investigations

Losses including legal representation costs

Health and safety/
manslaughter

Pension or employee
benefit schemes

Pollution

Outside entity

Investigation mitigation costs

Pre-investigation costs

Emergency legal representation costs

- a. **We will pay on behalf of any insured person the loss arising from a claim against any insured person for any wrongful act within the geographical limits, including any:**
- i. **health and safety/manslaughter claim;**
 - ii. **claim arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund of yours;**
 - iii. **claim arising from pollution;**
 - iv. **employment claim.** This cover does not apply if the **insured person** is covered under the **Management liability – employment practices liability** section of this **policy;**
 - v. **claim arising directly from any activity performed by an insured person in their capacity as a director or officer of an outside entity, provided that the insured person acts in that capacity at your specific written request. However, we will only pay in excess of any indemnity provided by the outside entity to its directors, partners, members or officers or any other insurance available to such individuals for such claim; or**
 - vi. **claim arising from the management of, or response to, any cyber attack or other cyber-related incident or event.**

- b. **We will pay emergency defence costs in relation to a covered claim.**

- a. **We will pay on behalf of any insured person the loss arising from an investigation arising from any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place within the geographical limits, including any:**

- i. **health and safety/manslaughter investigation;**
- ii. **investigation arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund of yours;**
- iii. **investigation arising from pollution; or**
- iv. **investigation arising directly from any activity performed by an insured person in their capacity as a director or officer of an outside entity, provided that the insured person acts in that capacity at your specific written request. However, we will only pay in excess of any indemnity provided by the outside entity to its directors or officers or any other insurance available to such individuals for such investigation.**

- b. **We will also pay investigation mitigation costs in relation to a covered investigation, provided that:**
- i. **where reasonably possible, the insured person must obtain our prior written agreement before incurring such costs. Where it is not possible to obtain our written agreement, the insured person must notify us as soon as possible after such sums are incurred; and**
 - ii. **we will not pay for the costs incurred in dealing with routine business, regulatory, legal, compliance or other matters, which could lead to an investigation if not complied with.**

We will not make any payment for any part of an investigation not covered by this section.

- c. **We will pay pre-investigation costs in relation to a covered investigation.**

- d. **We will pay emergency legal representation costs in relation to a covered investigation.**

3. Entity reimbursement	We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a covered claim or investigation. If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, regardless of whether you advanced payment or indemnified an insured person for such loss, we will pay the amount of the claim or investigation less any relevant excess.
4. Additional covers	a. We will pay on behalf of any insured person:
Extradition proceedings	i. the loss arising from any extradition proceeding against any insured person during the period of insurance arising from any wrongful act , act, incident or occurrence performed, taking place or alleged to have taken place within the geographical limits ;
Deprivation of assets expenses	ii. their deprivation of assets expenses , if, as a direct result of a covered claim or investigation , an interim or interlocutory order: <ol style="list-style-type: none"> 1. confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an insured person; or 2. creating a charge over real property or the personal assets of the insured person; is made, other than where the court has made an allowance for the insured person in respect of such sums;
Public relations expenses	iii. public relations expenses following a covered claim or investigation to mitigate the actual or potential adverse effect on their reputation by disseminating news of a final adjudication that absolved them of any fault. The insured person must obtain our prior written agreement before incurring such costs;
Bail costs	iv. bail costs arising from a covered claim or investigation ;
Personal tax liability	v. their liability occurring in the period of insurance within the geographical limits under any insolvency rules or insolvency legislation to pay your unpaid taxes following your insolvency, dissolution, administration or winding up, where such liability arises solely as a result of the insured person's status as your director, partner, member or officer;
Additional defence costs and legal representation costs	vi. additional defence costs and legal representation costs in the event that the limit of indemnity for this section is exhausted, provided that the insured person has previously not been the subject of a claim or investigation that led to the exhaustion of the limit of indemnity for this section. Where an insured person has been the subject of such a claim or investigation , any amount we will pay on behalf of that individual will be reduced by an amount equal to the amount of that claim or investigation or the part of that claim or investigation relating to such individual. We will only pay in excess of any other insurance available to such individuals.
Court attendance compensation	b. If any insured person has to attend court as a witness in connection with a claim or investigation covered under this section, we will pay you compensation for each day, or part of a day that their attendance is required by us .
Loss of data resulting from a cyber incident	c. We will pay on behalf of any insured person the loss arising from a claim against that insured person , including any claim by any data subjects relating to personal data , where any such claim is based upon, attributable to or arising from any loss or misuse of data as a direct result of a cyber attack , a hacker or that insured person's own unintentional error. We will not cover defence costs in relation to such claims .

What is not covered	We will not make any payment for any claim, loss, investigation, or any other liability under this section:
Deliberate or dishonest acts	1. against or suffered by an insured person based upon, attributable to or arising out of: <ol style="list-style-type: none"> a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation;

- b. an act intended to secure or which does secure a personal profit or advantage to which the individual concerned was not legally entitled;
- c. an act intended to secure or which does secure a profit for any other company or entity to which that company or entity was not legally entitled,

where such act or omission was committed or condoned by that **insured person**.

These exclusions will only apply after a judgment or other final adjudication or an admission by the **insured person** that such act or omission did occur. In the event of such finding or admission, the **insured person** must reimburse all payments made by **us** in relation to the corresponding **claim, loss or investigation**.

Prior claims and litigation	<p>2. based upon, attributable to or arising out of:</p> <ul style="list-style-type: none"> a. anything that has been reported to and accepted under any policy existing or expired, before the start of the period of insurance; or b. any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, involving an insured person, you or an outside entity, initiated before the prior and pending date.
Securities offerings	<p>3. based upon, attributable to or arising out of any claim or investigation in relation to any actual public offering of your securities.</p> <p>This exclusion does not apply to a failed public offering of your securities.</p>
Claims brought by a related party in the United States of America	<p>4. based upon, attributable to or arising out of any claim brought or maintained by you, an outside entity or an insured person within or subject to the laws of the United States of America. This exclusion will not apply to:</p> <ul style="list-style-type: none"> a. defence costs; b. any shareholder derivative proceedings in your name without your or any insured person's solicitation, assistance or participation; c. any claim brought by your liquidator, receiver or administrative receiver or similar body; d. any employment claim; e. any claim made by a former insured person; or f. any claim seeking a contribution or indemnity if such claim is otherwise covered by this section.
Bodily injury and property damage	<p>5. for bodily injury or property damage. This exclusion does not apply to any health and safety/manslaughter claim. However, we will not in any event make any payment for any health and safety/manslaughter claim arising from the use, ownership or possession of any motor vehicle in relation to which the insured person is obliged under any compulsory insurance law to maintain insurance.</p>
Pollution clean-up costs	<p>6. based upon, attributable to or arising out of any:</p> <ul style="list-style-type: none"> a. statutory, contractual or common law obligation you or an insured person have to clean up or remedy any pollution or contamination; or b. land or property being identified as contaminated land under the Environmental Protection Act 1990 or any similar or successor legislation.
Takeovers and mergers	<p>7. based upon, attributable to or arising out of any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken, after:</p> <ul style="list-style-type: none"> a. you merge or consolidate with another company; or b. any party acquires: <ul style="list-style-type: none"> i. more than 50% of your issued share capital; ii. the majority of your voting rights; or iii. the right to appoint or remove a majority of your board of directors.
Changes to subsidiaries	<p>8. based upon, attributable to or arising out of any wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place:</p> <ul style="list-style-type: none"> a. before the date of creation or acquisition by you of such subsidiary; or

	b.	after an entity ceases to be a subsidiary .
Financial advantage	9.	based upon, attributable to or arising out of the gaining of any financial advantage to which the insured person was not entitled, including the repayment of any wrongfully received monies.
Defined benefit pension schemes	10.	based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Claims outside the applicable courts	11.	first brought outside the applicable courts . This exclusion also applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .
Defence costs only	12.	other than defence costs for any claim covered under What is covered, 1. Claims against an insured person, b. Defence costs only .
Cyber incidents	13.	based upon, attributable to or arising out of any: <ul style="list-style-type: none"> a. cyber attack; b. hacker; c. unintentional error in or affecting any computer or digital technology; d. social engineering communication; or e. claims by any data subjects relating to personal data arising from a. to d. above. This exclusion does not apply to any claim : <ul style="list-style-type: none"> i. covered under What is covered, 4. Additional covers, c. Loss of data resulting from a cyber incident; or ii. brought by you, any shareholder or creditor of yours or any insured person, directly due to the insured person's management of or response to, a. to d. above.

Where a **claim** is covered under i. and ii. above, **we** will treat the **claim** as covered under i. **We** will not cover **defence costs** in relation to such **claims**.

Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each insured person and to you, except for General condition 6, Premium payment which applies only to you.</p> <p>General conditions 3 and 4 shall not apply to this section.</p> <p>General condition 7. Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date whichever comes first.</p> <p>You agree to act on behalf of all the insured persons as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	<p>All information which any insured person provided before we agreed to insure you will be considered as a separate application for each insured person and as such the knowledge of or any statement made by an insured person will not be imputed to any other insured person for the purposes of determining whether cover is available for any claim or investigation against such other insured person.</p>
Severability of exclusions	<p>When determining the applicability of the exclusions within What is not covered, the wrongful act, act, incident or occurrence performed, taking place, or alleged to have taken place of one insured person shall not be imputed onto any other insured person who neither committed nor condoned such wrongful act, act, incident or occurrence.</p>
Extended notification period	<p>If:</p> <ol style="list-style-type: none"> 1. we or you refuse to renew this section of the policy for any reason other than non-payment of premium, administration, liquidation or insolvency; or



2. **you** merge or consolidate with another entity or any party acquires more than 50% of **your** issued share capital or the majority of **your** voting rights during the **period of insurance**;

you or any **insured person** may make a request to **us** in writing for an extended notification period, which will be granted at **our** sole discretion. If **we** agree to such request, the extended notification period will be granted in accordance with the options stated below:

One-year period	200% of the annual premium for this section
Two-year period	300% of the annual premium for this section
Three-year period	400% of the annual premium for this section

The premium for any extended notification period to which **we** agree must be paid to **us** within 90 days following the end of the **period of insurance**.

If **you** or an **insured person** does so:

1. **we** will cover an **insured person** for any covered **claim, loss** or **investigation** arising during the extended notification period, subject to the terms and conditions of this section. **We** will not cover any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place after the end of the original **period of insurance**; and
2. the first paragraph 1a. under **Your obligations** in this section will then be amended to: unless **you** or any **insured person** notifies **us** as soon as reasonably practicable and within the **period of insurance** or the extended notification period of the following:

The limit of indemnity for any extended notification period will be part of and not in addition to the limit of indemnity stated in the schedule.

The entire premium for this section is considered fully earned at the beginning of any extended notification period. **We** will not refund any premium if **you** or any **insured person** cancels the extended notification period before it ends.

We will not in any event agree to any request from **you** or any **insured person** to purchase an extended notification period if:

1. cover under this section is continued solely as a result of the former directors special condition or an extended notification period;
2. this section of the **policy** is replaced or succeeded by any other policy providing directors' and officers' liability cover; or
3. this section or the **policy** is cancelled, other than by **you** on an anniversary date.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring policy, this does not constitute a refusal to renew.

Management buy-outs

If during the **period of insurance** the existing management conduct a management buy-out, **we** agree to provide cover to the same level and terms of this **policy** for the new company for a period of 30 days from the buy-out date for any **wrongful act**, act, incident or occurrence performed, or taking place, or alleged to have taken place by any individual **insured person** subsequent to the buy-out.

We will only provide such cover if the new company is domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.

This cover will only apply excess of any other insurance and indemnification available from any other source.

Former directors

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who ceases to be a director, partner, member or officer of **you** prior to the date of non-renewal for reasons other than disqualification from holding such position or **your** insolvency, administration or liquidation, this section shall continue in force indefinitely from the date of non-renewal, provided that:

1. this section shall only apply to **claims** or **investigations** arising from any **wrongful act**, act, incident or occurrence performed, or taking place, or alleged to have taken place prior to the date that the **insured person** ceased to be a director, partner, member or officer of **you**;
 2. no similar insurance is effected elsewhere; and
 3. this section or the **policy** has not been cancelled, other than by **you** on an anniversary date.
-

How much we will pay

The most **we** will pay for the total of all **claims, losses, investigations**, and any other covered liability, including their **defence costs** and **legal representation costs** is the limit of indemnity stated in the schedule, irrespective of the number of **claims** made or **losses, investigations** or other covered liabilities arising.

Each **claim, loss, investigation**, or other covered liability shall be treated as first made when **we** receive notice of the first **claim, loss, investigation**, or other covered liability.

You must pay any relevant **excess** stated in the schedule.

Paying out the limit of indemnity

At any stage of a **claim, investigation**, or any other covered liability, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for that **claim, loss, investigation** or any other covered liability.

Special limits

All special limits below are included within, and not in addition to, the limit of indemnity stated on the schedule.

The most **we** will pay in total for each item below is the corresponding amount stated in the schedule, regardless of the number of **claims, losses** or **investigations**, or any other covered liabilities:

- | | |
|--|---|
| Public relations expenses | 1. public relations expenses; |
| Emergency defence costs | 2. emergency defence costs; |
| Emergency legal representation costs | 3. emergency legal representation costs; |
| Deprivation of assets expenses | 4. deprivation of assets expenses; |
| Personal tax liability | 5. cover under What is covered, 4. Additional covers , v. Personal tax liability; |
| Investigation mitigation costs | 6. investigation mitigation costs; |
| Pre-investigation costs | 7. pre-investigation costs; |
| Bail costs | 8. bail costs; |
| Court attendance compensation | 9. court attendance compensation, including any court attendance compensation payable under any magement liability sections of this policy ; and |
| Loss of data resulting from a cyber incident | 11. cover under What is covered, 4. Additional covers , c. Loss of data resulting from a cyber incident. |

Additional cover

The limit below is in addition to the limit of indemnity stated on the schedule.

Additional defence costs and legal representation costs

The most **we** will pay in total for all **defence costs** and **legal representation costs** under **What is covered, 4. Additional cover**, vi. Additional defence costs and legal representation costs, is the amount stated in the schedule, regardless of the number of **claims** and **investigations**.

Your obligations

Notification

1. **We** will not make any payment under this section:
 - a. unless **you** or any **insured person** notifies **us** as soon as reasonably practicable of the following within the **period of insurance** or at the latest within 90 days after it expires for any problem **you** or such **insured person** becomes aware of within the 30 days before expiry:
 - i. the **insured person's** first awareness of any **wrongful act** that is likely to lead to a **claim**;
 - ii. any **claim** or anything likely to lead to a **claim** against an **insured person**;
 - iii. any **investigation** into **you** or an **insured person**;

- iv. the threat or commencement of any disqualification proceedings against any **insured person**; or
 - v. the **insured person**'s first awareness of any act, omission or occurrence that is likely to lead to any other covered liability,
 - b. to any **insured person** if, prior to the **period of insurance**, such **insured person** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.
2. When dealing with a third party, **you** or the **insured person** must not admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

Control of defence and payment under this section

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

We have the right, but not the obligation, to take control of and conduct in **your** name or the name of any **insured person**, the investigation, settlement or defence of any **claim, investigation**, or any other covered liability. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim, investigation**, or any other covered liability.

Where there is a dispute between **us** and any **insured person** over cover, proposed settlement or continuing the defence of a **claim, investigation**, or any other covered liability, the **insured person** or **we** may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on **us** and **you** and any **insured person** and will establish whether policy cover exists, defence of said **claim, investigation**, or any other covered liability will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

We shall pay **defence costs** and **legal representation costs**, above any **excess**, covered by this section on an ongoing basis prior to the final resolution of any **claim, investigation**, or any other covered liability. **You** and/or any **insured person** must reimburse **us** for any **defence costs** and **legal representation costs** paid where it is determined there is no entitlement under this section.

If a **claim** or **investigation** is made which is not wholly covered by this section or is also made against an **insured person** and any other party which is not covered under this section, **we** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

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

Special definitions for this section

Crisis	A time of severe difficulty in your activities or danger to your business as a result of an insured incident that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your business .
Crisis containment costs	Reasonable and necessary costs incurred in utilising the services of the crisis containment provider to limit or mitigate the impact of a crisis .
Crisis containment provider	The person or company named in the schedule.
Insured incident	An incident, act or problem that in your good faith opinion could potentially give rise to a covered claim being made by you under any other section of this policy .
Working hours	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

What is covered

Crisis containment costs	We will pay crisis containment costs incurred within the geographical limits with our prior written consent as a direct result of a crisis commencing during the period of insurance .
Outside working hours discretionary crisis mitigation costs	We will also pay crisis containment costs incurred within the geographical limits without our consent in carrying out immediate work outside of working hours to limit or mitigate the impact of the crisis . Any such work done by the crisis containment provider will not be confirmation of cover under this or any other section of this policy .

What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. **crisis containment costs** relating to any:
 - a. claim under any **Management liability – Employment practices liability** section;
 - b. employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
3. costs which are covered under any other section of this **policy**.
4. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects **your** profession or industry; or
 - b. governmental regulations which affect another country or **your** profession or industry; or
 - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
 - d. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

Your obligations

We will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

We will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

You must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

You must co-operate fully with the **crisis containment provider** in the management of the **crisis**.



Legal protection (charity and not for profit)

Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) are the underwriters and provide the legal protection insurance under **your policy**.

DAS Head and Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.

Registered in England and Wales, Company Number 103274.

Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

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

How can DAS help

How this section of **your policy** can help

Please find below information about the services that this section of **your policy** offers and details of how to make a claim.

If **you** wish to speak to **DAS** about:

- legal advice – **you** can get telephone legal advice on any legal issue affecting **your organisation**;
- insurance claims – **you** can report a claim 24/7; or
- tax advice – dedicated tax advisers can provide advice on tax issues affecting **your organisation**.

Please phone **DAS** on **0117 934 2111**. **DAS** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Online law guide and document drafting

You have access to **DAS** Businesslaw as part of this section of **your policy**. **DAS** Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** with the day-to-day running of **your organisation**, as well as helping **you** to manage **your** exposure to legal risk.

Visit Hiscox.farill.io and use the following voucher code to sign up: DASBHIX100

Reporting a claim

Important information

Please do not ask for help from a lawyer, accountant or anyone else before **DAS** have agreed that **you** should do so. If **you** do, **DAS** will not pay the costs involved even if **DAS** accept the claim.

Report **your** claim

Call **DAS** on **0117 934 2111**, available 24 hours-a-day, seven days-a-week; and have **your policy** number ready as **DAS** will ask **you** for it before discussing **your** claim.

DAS will assess the claim

- To check **your** claim is covered by this section of **your policy**; and
- if it is, **DAS** will send it to a lawyer who specialises in **your** type of claim.

The lawyer will

Assess **your** case and tell **you** how likely it is **you** will win.

If **you** are more likely than not to win, the lawyer will

Manage the case from start to finish.

Please note this overview of the claims process is for guidance purposes only. **DAS** claims handlers can answer any questions that **you** may have when they receive **your** claim, alternatively **you** can visit: www.das.co.uk/legal-protection/how-to-claim

Cover

This section will cover **you** (or where specified the **insured person**) in respect of any insured incident arising in connection with the activities shown in the **policy** schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

1. **reasonable prospects** exist for the duration of the claim;
2. the **date of occurrence** of the insured incident is:
 - a. during the **period of insurance**; or
 - b. during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - i. the previous legal expenses insurance policy required **you** to report claims during its currency;
 - ii. **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident;
 - iii. cover has been continuously maintained in force;
 - iv. any claim reported under a previously operative legal expenses policy will not be covered by **DAS**; and
 - v. the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy;
3. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **territorial limit**; and
4. the insured incident happens within the **territorial limit**.

Special definitions for this section

Appointed representative

The **preferred law firm**, law firm, tax consultancy, accountant or other suitably qualified person that **DAS** appoint to act on the **insured person's** behalf.

Costs and expenses

1. All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS standard terms of appointment**.
2. The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pay them with **DAS'** agreement.

DAS

DAS Legal Expenses Insurance Company Limited.

DAS standard terms of appointment

The terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on **your** behalf, the amount that **DAS** will pay is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

1. For civil cases (other than as specified under 3. to 4. below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.

This is the date that the event happened, which may be before the date **you** or an **insured person** first became aware of it.
2. For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.

3. For insured incident **5. Tax protection**, the **date of occurrence** is when HM Revenue & Customs first notifies **you** of its intention to carry out an enquiry.
For **VAT or employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
4. For insured incident **2. Legal defence**, **4. Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

Employer compliance dispute	A dispute with HM Revenue & Customs concerning your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
Insured person	You and the directors, partners, managers, employees and any other individuals declared to DAS by you . This includes any person contracted to work for you who works for you on the same basis as your employees, and performs that work under your supervision and direction.
Organisation	As shown in the policy schedule.
Preferred law firm	A law firm, barrister or tax expert that DAS choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the insured person's claim and must comply with the DAS agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS standard terms of appointment .
Reasonable prospects	<ol style="list-style-type: none"> 1. For civil cases, the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. A preferred law firm or tax consultancy on DAS' behalf, will assess whether there are reasonable prospects. 2. For criminal cases there is no requirement for there to be prospects of a successful outcome. 3. For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.
Tax enquiry	A written notice of enquiry issued by HM Revenue & Customs to carry out an Income Tax or Corporation Tax compliance check which either: <ol style="list-style-type: none"> 1. includes a request to examine any aspect of your books and records; or 2. advises of a check of your whole tax return.
Territorial limit	For insured incidents 2. Legal defence (excluding 2.4) , and 4. Personal injury : The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
VAT dispute	A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.

Insured incidents DAS will cover

1. Employment disputes and compensation awards

a. Employment disputes

Costs and expenses to defend **your** legal rights:

1. before the issue of legal proceedings in a court or tribunal:

- a. following the dismissal of an employee; or
- b. where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure;
2. in unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute relating to:
 - a. a contract of employment with **you**; or
 - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

A claim relating to any of the following:

1. employee internal disciplinary or grievance procedures;
2. damages for personal injury;
3. pursuing **your** legal rights; or
4. transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005, including any similar or successor legislation.

b. Compensation awards

In respect of a claim that **DAS** have accepted under insured incident **1.a. Employment disputes**, **DAS** will pay:

1. any basic and compensatory award; and/or
2. an order for compensation or damages following a breach of **your** statutory duties under employment legislation.

Provided that:

1. in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - a. followed the ACAS code of disciplinary and grievance procedures; or
 - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c. sought and followed advice from the **DAS** legal advice service (telephone **0117 934 2111**).
2. for an order of compensation following **your** breach of statutory duty under employment legislation, **you** have at all times sought and followed advice from the **DAS** legal advice service from the date that **you** should have known about the employment dispute (telephone **0117 934 2111**).
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from the **DAS** legal advice service before starting any redundancy process or procedures with employees (telephone **0117 934 2111**).
4. any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. the total amount payable by **DAS** for all compensation awards and any sums of money in settlement of a dispute, in aggregate and in any one **period of insurance**, shall not exceed £1,000,000.

What is not covered

1. Any compensation award relating to the following:
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights, paternity, parental or adoption rights;
 - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; or
 - d. statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract.

3. Any award ordered because **you** have failed to provide relevant records to employees under the National Minimum Wage legislation.
4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

c. Employee civil legal defence

At **your** request only, **costs and expenses** to defend an **insured person's** (other than **your**) legal rights if:

1. an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
2. civil action is being taken against them as trustee of a pension fund set up for the benefit of **your** employees.

d. Service occupancy

Costs and expenses to recover possession of premises owned by **you**, or for which **you** are responsible, from **your** employees or ex-employees.

What is not covered

Any claim relating to defending **your** legal rights other than defending a counter-claim that is an insured incident under this section of **your policy**.

2. Legal defence

At **your** request, **costs and expenses** to defend the **insured person's** legal rights:

Criminal pre-proceedings cover 1.

- a. prior to the issue of legal proceedings when dealing with the:
 - i. Police; or
 - ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer,
 where it is alleged that the **insured person** has or may have committed a criminal offence; or

Criminal prosecution defence

- b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction,

provided that for claims relating to the Health and Safety at Work etc Act 1974, the **territorial limit** shall be any place where the Act applies.

Please note **DAS** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **organisation** shown in the schedule.

Data protection

2. if civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:
 - a. an individual. **DAS** will also pay any compensation award in respect of such a claim;
 - b. a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **DAS** will not pay any compensation award in respect of such a claim.

Provided that in respect of **2.a.** any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **DAS**.

Please note **DAS** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see **What is not covered by this section, 3.**

Wrongful arrest

3. following civil action taken against the **insured person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

Statutory notice appeals

4. in appealing against the imposition or terms of any statutory notice issued under legislation affecting **your organisation**.

Jury service and court attendance

DAS will pay **you** or an **insured person** the net salary or wages of such an **insured person** following their absence from work:

- a. to perform jury service;
- b. to attend any court, tribunal or at the request of the **appointed representative**.

The maximum that **DAS** will pay an **insured person** is the net salary or wages of such **insured person** for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

The maximum that **DAS** will pay **you** is the net salary or wages that **you** have paid the **insured person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

What is not covered

Criminal pre-proceedings cover

- 1. a. A claim relating to any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs; or
- b. a claim relating to investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Criminal prosecution defence

- 2. A claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Data protection

- 3. A claim relating to the following:
 - a. the loss, alteration, corruption or distortion of, or damage to stored personal data; or
 - b. a reduction in the functionality, availability, or operation of stored personal data; resulting from unauthorised access, malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

Statutory notice appeals

- 4. A claim relating to the following:
 - a. an appeal against the imposition or terms of any statutory notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration;
 - b. a statutory notice issued by an **insured person's** regulatory or governing body; or
 - c. any appeal which does not follow, or is not eligible to follow, the appeals process set out in the legislation under which the relevant notice has been issued.

Jury service and court attendance

- 5. Any claim if **you** or the **insured person** are unable to prove the loss.

3. Property protection

Property damage and nuisance and trespass

Costs and expenses in any civil dispute relating to physical property which is owned by **you**, or **your** responsibility, following:

- 1. any event which causes physical damage to such physical property;
- 2. a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- 3. a trespass.

Please note that **you** must have, or there must be **reasonable prospects** of establishing that **you** have, the legal ownership or right to the physical property that is the subject of the dispute.

What is not covered

Any claim relating to the following:

- 1. a contract entered into by **you** (please refer to insured incident **6. Contract disputes**);
- 2. physical property which is in transit or which is lent or hired out;
- 3. goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**;
- 4. a dispute with any party other than the party who caused the physical damage, or who caused or suffered the legal nuisance or trespass;
- 5. defending **your** legal rights other than the defence of a counter-claim that is an insured incident under this section of **your policy**;

6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **you** are engaged in the business of selling motor vehicles; or
7. the enforcement of a covenant by or against **you**.

4. Personal injury

At **your** request, **DAS** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually;
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
3. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
4. clinical negligence.

5. Tax protection

Costs and expenses for:

1. a **tax enquiry**;
2. an **employer compliance dispute**; or
3. a **VAT dispute**,

provided that:

- a. **you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
- b. **DAS** will only cover tax claims which arise in direct connection with the activities of the **organisation** shown in the schedule.

What is not covered

1. Any claim relating to import or excise duties and import VAT.
2. Any claim arising from a tax avoidance scheme.
3. Any claim relating to any failure to register for Value Added Tax or Pay As You Earn.
4. Any claim arising from any investigation or enquiries undertaken by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
5. Any claim arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

6. Contract disputes

Costs and expenses in a contractual dispute with a party that **you** have a direct contractual relationship with arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

1. the amount in dispute exceeds £250 (including VAT);
2. if the amount in dispute exceeds £5,000 (including VAT), **you** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn;
3. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £250 (including VAT); and
4. if the dispute relates to money owed to **you**, a claim under this section is made within 90 days of the money becoming due and payable.

What is not covered

1. Any dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the start of this section, unless equivalent legal expenses insurance was in force immediately before.

2. Any claim relating to the following:
 - a. a dispute relating to an insurance policy, other than when **your** insurer refuses **your** claim;
 - b. terms of a lease, licence or tenancy of land or buildings. However, **DAS** will cover a dispute with a professional adviser in connection with these matters.
 - c. a loan, mortgage, pension, guarantee or any other financial product. However, **DAS** will cover a dispute with a professional adviser in connection with these matters;
 - d. a motor vehicle owned by, or hired or leased to, **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you** (please refer to insured incident **1 Employment disputes and compensation awards**).
4. A dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.

other than agreements relating to the sale, provision, purchase or hire of computer hardware, software, systems or services where **you** are engaged in the business of selling or providing computer hardware, software, systems or services.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists.

7. Debt recovery

Costs and expenses, including enforcement of judgment to recover money and interest due, from the sale or provision of goods or services,

provided that:

1. the debt exceeds £250 (including VAT);
2. a claim for debt recovery under this section is made within 90 days of the money becoming due and payable; and
3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment, if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

What is not covered

1. Any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the start of this section, unless equivalent legal expenses insurance was in force immediately before.
2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy (**DAS** will cover a dispute if an insurer refuses **your** claim but not for a dispute over the amount of a claim);
 - b. terms of a lease, licence or tenancy of land or buildings;
 - c. a loan, mortgage, pension, guarantee or any other financial product. However, **DAS** will cover a dispute with a professional adviser in connection with these matters; or
 - d. a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
3. A dispute which arises out of the sale or provision of computer hardware, software, systems or services, other than agreements relating to the sale or provision of computer hardware, software, systems or services where **you** are engaged in the business of selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party indicates that a defence exists.

5. Any dispute which arises from debts **you** have purchased from a third-party.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred without the expressed acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured incident **1. Employment disputes and compensation awards b. Compensation awards** and **2. Legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property or secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
6. Any wilful act or omission of an **insured person** deliberately intended to cause a claim under this section.
7. Any claim under this section of **your policy** for a dispute with **DAS** or Hiscox. For disagreements with **DAS** about the handling of a claim refer to **Conditions which apply to the whole section 8**.
8. Any claim relating to a shareholding or partnership share in the **organisation** shown in the **policy** schedule.
9. **Costs and expenses** arising from or relating to a judicial review, coroner's inquest or fatal accident inquiry.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
11. When either at the commencement of or during the course of a claim, **you** are declared bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with **your** creditors, or have entered into a deed of arrangement or **you** are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver or administrator.
12. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.
13. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
14. Any claim caused by, or contributed to by, or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000; or
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

How much DAS will pay

DAS will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **DAS** have agreed to, however:

1. the most that **DAS** will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for **costs and expenses** and compensation awards claims, is shown as the limit in the **policy** schedule;
2. the most that **DAS** will pay for the total of all compensation awards under insured incident **1 Employment disputes and compensation awards b Compensation awards** in any one **period of insurance** shall not exceed £1,000,000;

3. the most that **DAS** will pay in **costs and expenses** is no more than the amount that **DAS** would have paid to a **preferred law firm** or tax consultancy. The amount that **DAS** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time-to-time;
4. in respect of an appeal or the defence of an appeal, **you** must tell **DAS** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist;
5. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of **your policy**, **DAS** must agree that **reasonable prospects** exist;
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most that **DAS** will pay in **costs and expenses** is the value of the likely award; and
7. in respect of insured incident **2 Legal defence, Jury service and court attendance** the maximum that **DAS** will pay is the **insured person's** net salary or wages for the time that the **insured person** is attending court or tribunal, less any amount that **you**, the court or tribunal pays.

DAS will not pay:

1. in the event of a claim, if **you** decide not to use the services of a **preferred law firm** or tax consultancy, **you** will be responsible for any costs that fall outside of the **DAS standard terms of appointment** and these will not be paid by **DAS**;
2. If **you** are registered for VAT, **DAS** will not pay the VAT element of any **costs and expenses**; and
3. the first £500 (including VAT) of any claim under insured incident **6. Contract disputes** where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

Conditions which apply to the whole section

1.
 - a. On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm** or tax consultancy as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court;
 - b. If the appointed **preferred law firm** or tax consultancy cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may, if **you** prefer, choose a law firm or tax expert of **your** own choice to act as the **appointed representative**. **DAS** will choose the **appointed representative** to represent **you** in any proceedings where **DAS** are liable to pay a compensation award;
 - c. If **you** choose a law firm as **your appointed representative** that is not a **preferred law firm** or tax consultancy, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or tax consultancy. However if they refuse to act on this basis, the most that **DAS** will pay is the amount that **DAS** would have paid if they had agreed to the **DAS standard terms of appointment**. The amount that **DAS** will pay a law firm, where acting on **your** behalf, is currently £100 per hour. This amount may vary from time to time;
 - d. The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. **You** and **insured persons** must:
 - a. co-operate fully with **DAS** and the **appointed representative**; and
 - b. give the **appointed representative** any information that **DAS** ask them to.
3.
 - a. **You** and **insured persons** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **DAS'** expressed consent;

- b. If **you** or an **insured person** do not accept a reasonable offer to settle a claim, then **DAS** will not pay further **costs and expenses**;
 - c. **DAS** may decide to pay **you** or an **insured person** the reasonable value of the claim that **you** or the **insured person** are claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances **you** or the **insured person** must allow **DAS** to take over and pursue or settle a claim in **your/their** name. **You** and **insured persons** must allow **DAS** to pursue at **DAS'** own expense and for **DAS'** benefit, any claim for compensation against any other person and **you** and **insured persons** must give **DAS** all the information and help **DAS** need to do so.
4.
 - a. **You** or an **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **DAS** ask for this;
 - b. **You** or an **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
 5. If the **appointed representative** refuses to continue acting for **you** or an **insured person** with good reason or if **you** or an **insured person** dismiss the **appointed representative** without good reason, the cover that **DAS** provide will end at once, unless **DAS** agree to appoint another **appointed representative**.
 6.
 - a. If **you** or an **insured person** settle a claim or withdraw **your/their** claim without **DAS'** agreement, or do not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim any **costs and expenses** that they have paid.
 - b. If during the course of a claim **reasonable prospects** no longer exist, then the cover that **DAS** provide will end at once. **DAS** will pay any **costs and expenses** and compensation awards that **DAS** have agreed to, up to the date cover was withdrawn.
 7. If there is a disagreement between **you** or an **insured person** and **DAS** on the merits of the claim or proceedings, or on a legal principle, **DAS** may suggest that **you** or the **insured person** obtain at **your/their** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **DAS** and the cost expressly agreed in writing between **you/the insured person** and **DAS**. Subject to this, **DAS** will pay the cost of obtaining the opinion if the expert's opinion indicates that it is more likely than not that **you** or the **insured person** will recover damages or obtain any other legal remedy that **DAS** have agreed to or make a successful defence. This does not affect the **insured person's** rights under Condition 8.
 8. If there is a disagreement about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. Details are available from www.financial-ombudsman.org.uk
 If the dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
 9. **You** and **insured persons** must:
 - a. keep to the terms and conditions of this section of the **policy**;
 - b. take reasonable steps to avoid and prevent claims;
 - c. take reasonable steps to avoid incurring unnecessary costs;
 - d. send everything **DAS** ask for in writing, and
 - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information that **DAS** need.
 10. This section of the **policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your organisation** is registered.
 If this is not specified, then the laws of England and Wales apply.
 All Acts of Parliament mentioned in this section of the **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Helpline services	DAS provide these services 24 hours-a-day, seven days-a-week during the period of insurance . To help DAS check and improve their service standards, DAS may record all calls.
Commercial legal advice	DAS will give you confidential legal advice over the phone on any commercial legal problem affecting your organisation under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call you back at a time to suit you . Advice on the laws of England and Wales can be provided 24 hours-a-day, 365 days-a-year. Beyond this jurisdiction, or for very specialist legal matters, DAS will refer you to one of DAS' specialist advisers. Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, DAS will arrange to call you back.
Tax advice	DAS will give you confidential advice over the phone on any tax matters affecting the organisation , under the laws of the United Kingdom. This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will arrange to call you back. To contact the above services, phone DAS on 0117 934 2111 .
Counselling service	DAS will provide the insured person (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over, or aged between 16 and 18 and in full-time employment. This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS . To contact the counselling helpline, phone 0117 934 2121 . The counselling service helpline is open 24 hours-a-day, seven days-a-week.
The employment manual	The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit www.dasinsurance.co.uk/employment-manual If you would like notifications of when updates are made to the employment manual, please email DAS at employmentmanual@das.co.uk quoting your policy number.

DAS Businesslaw

What is DAS Businesslaw?	DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your organisation , as well as helping you to manage its exposure to legal risk. DAS Businesslaw's document builders can help you quickly create documents such as: <ul style="list-style-type: none">• HR policies;• terms and conditions documentation;• privacy statements;• copyright and trademark licences;• data protection policy;• employee contracts;• debt recovery letters. In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow your organisation .
How do I get started?	1. Visit Hiscox.farill.io



2. Enter DASBHIX100 into the 'voucher code' text box and press validate voucher.
3. Fill out **your** name and email address, create a password, and specify what type of **organisation you** have.
4. Validate **your** email address by pressing the link in the confirmation email that **you** receive.

DAS will not accept responsibility if the helpline services are unavailable for reasons **DAS** cannot control.

Data protection

To comply with data protection regulations **DAS** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information.

DAS may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **DAS** will only obtain personal information either directly from you, the third-party dealing with your claim or from the authorised partner who sold this **policy**.

Who are DAS?

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **DAS** and members of the DAS UK Group are covered by the **DAS** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at: dataprotection@das.co.uk

How DAS will use your information

DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the **policy** includes legal advice **DAS** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

DAS will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the personal data to any other person or organisation unless **DAS** are required to by their legal and regulatory obligations. For example, **DAS** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via the **DAS** website.

What is DAS' legal basis for processing your information?

It is necessary for **DAS** to use the personal information to perform their obligations in accordance with any contract that **DAS** may have with the person taking out this **policy**. It is also in **DAS**' legitimate interest to use the personal information for the provision of services in relation to any contract that **DAS** may have with the person taking out this **policy**.

How long will your information be held for?

DAS will retain personal data for seven years. **DAS** will only retain and use the personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you no longer want **DAS** to use the personal data, please contact **DAS** at: dataprotection@das.co.uk

What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held;
- the right to have inaccuracies corrected for personal data held;
- the right to have personal data held erased;
- the right to object to direct marketing being conducted based upon personal data held;

- the right to restrict the processing for personal data held, including automated decision-making;
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

**Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH**

Or via email: dataprotection@das.co.uk

How to make a data protection complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at:

**Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF
www.ico.org.uk**

How to make a complaint

DAS always aim to give you a high-quality service. If you think **DAS** have let you down, you can contact **DAS** by:

- phoning: **0344 893 9013**
- emailing: customerrelations@das.co.uk
- writing to: **Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH**
- completing **DAS'** online complaint form at: www.das.co.uk/about-das/complaints

Further details of the **DAS** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if **DAS** have been unable to respond to your complaint within eight weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. Details are available from www.financial-ombudsman.org.uk

You can contact them by:

- phoning: **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing: complaint.info@financial-ombudsman.org.uk
- writing to: **The Financial Ombudsman Service
Exchange Tower
London E14 9SR**

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.



Terms of business

Please read this document carefully as it sets out our terms and contains important regulatory and statutory information.

Accepting our terms of business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

How we are regulated

Definitions - We/us/our means PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich IP10 0BJ.

Status - PolicyBee Ltd is an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. Our FCA register number is 945969.

This can be checked by clicking here, <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

If you have a complaint

We aim to provide you with a high level of customer service at all times. If you're not satisfied in any way, please contact Kerri-Ann Hockley, Director of Customer Service, on 0345 222 5364 or by emailing her - kerri-ann@policybee.co.uk.

We'll follow our complaint handling procedure, available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service. Further details can be obtained here: <https://www.financial-ombudsman.org.uk/publications/ordering-leaflet/leaflet>.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/circumstances of the claim. Further details are available by downloading the [Protecting your Money FSCS Leaflet](#) (pdf).

Our services

We're a broker. That means we do not underwrite your insurance. Instead we arrange cover for you with one of the insurers we work with.

As an advised broker we assess your individual needs and make a considered personal recommendation about your insurance. Also assisting you with any policy changes you want to make, or your insurer makes, and helping you with any claims.

By accessing our diverse panel of insurers, we conduct a fair market analysis specifically tailored to meet your individual needs and demands. Sometimes, this means we'll only offer products from a single insurer, but we'll let you know who this is.

We act as your agent when finding your insurance and putting it in place, and when you make a claim. We act as the insurer's agent when we collect your premium and we'll let you know if there are other situations where we are acting on behalf of the insurer.

Our remuneration and fees

Remuneration is commission paid to us, which is a percentage of the premium paid by you; commission may well include a profit share arrangement that your policy may contribute towards. We are committed to ensuring complete transparency of our remuneration and we will, at your request fully disclose our remuneration.

Some insurers may charge a fee, we'll agree this with you before you purchase the policy. We do not charge any additional fees (payable by you) for handling your insurance or arranging premium finance.

Your responsibilities - Fair presentation of risk

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately.

You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information.

If you feel you have not been able to do so, please advise us, so we can allow underwriters to make further enquiries if they wish to do so.

You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith.

Any deliberate or reckless misrepresentation may involve part, or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

GDPR/Data Protection - how we use your data

We treat your personal information as private and confidential, and we're registered with the Information Commissioner's Office (ICO) as a Data Controller. We comply with the UK General Data Protection Regulation (UK-GDPR), Data Protection Act 2018 (DPA2018) and Privacy and Electronic Communications Regulations (EC Directive) when handling your personal data. If you'd like specific information on how we use your personal data, and other rights you have under these regulations, such as 'Right of Access'. You can review our privacy notice at:

<https://www.policybee.co.uk/privacy-notice>.

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

Credit checks

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether your applications proceed.

Unless you contact us to confirm you do not want these searches to be carried out we will assume your consent has been given and proceed as above.

Claims

You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact us and we will promptly advise you and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. If an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

Handling your money

We collect and hold money in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us.

Our financial arrangement with one insurance company is on a 'Risk Transfer' basis. In these circumstances such monies are deemed to be held by the insurer with which your insurance is arranged.

Cancellation clause

Your insurance may include a cancellation clause. Full cancellation details will be explained to you during the negotiation process. If you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned if the insurance is cancelled after inception, our commission will not usually be returnable.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of premium, failure to provide requested information, deliberate failure to comply with terms, deliberate misrepresentation or non-disclosure or attempted fraud, removal of the product from the market by us or the insurer, change of insurer or broker appetite.

Financial crime

The National Crime Agency (NCA) requires us to report any suspicious transactions to them. We also carry out checks of the consolidated list of financial sanctions targets designated by the United Nations, The European Union, The USA and the United Kingdom for all customer transactions. In these circumstances, we might ask for evidence of your identity. This could mean we ask to see your passport, a utility bill or a bank statement. We may request your date of birth or nationality. For companies, we might want to see your Certificate of Incorporation or we may check the Companies House register.

We are obliged to report evidence of suspicion of financial crime to the relevant authorities at the earliest opportunity and may be prohibited from disclosing any such report to you.

If sanctions apply we are obliged to report the transaction to the relevant authorities and, in such cases, we shall not make any further payments or process already notified claims and insurers may invoke cancellation rights to terminate affected insurance contracts.

Conflict of Interest

Occasions can arise where we, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Health & Safety

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation.

How to cancel your insurance

You can request cancellation of your policy by giving us one month's notice without cause or penalty by email, phone, web form or letter. In this event we will be entitled to retain the commission payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.

Refusal of service

We reserve the right to refuse service to any customer at our discretion without the need for justification or explanation.

Quality Assurance

Files may be audited by us or your insurer for quality assurance purposes. This may include using public and personal data from a variety of sources.

Law and jurisdiction

The insurance policy offered is strictly available to individuals aged 18 years or older, ensuring compliance with legal requirements and promoting responsible insurance practices.

These terms of business are written according to English law. Any legal action or proceedings arising out of or in connection with these terms of business fall under the jurisdiction of English courts.

We may change the terms of this agreement from time to time to reflect changes in our services or where changes are required due to legal or regulatory developments.

PolicyBee Ltd's Fair Processing Notice

We collect and process your information to provide insurance policies and to process claims. We also use your information 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 third parties such as insurers, loss adjusters, or our regulators.

If you have questions or concerns about how your information has been used, please call us on 0345 222 5399 or email contactus@policybee.co.uk.

For more information about how we process your information and your rights regarding your personal information please see our full privacy notice at: www.policybee.co.uk/privacy-notice.

Hiscox's Fair Processing Notice

Using your personal information

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

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

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

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



CERTIFICATE OF PUBLIC LIABILITY AND EVENT COVER INSURANCE

Policy Number: 15450745

Name of Policyholder: School of Rap CIC

Description of Activities: Charity/not-for-profit organisation - Music Society / Therapy; Community Action Group; Youth Support / Work / Outreach

Date of commencement of insurance policy: 14/04/2026

Date of expiry of insurance policy: 13/04/2027 expiring at Midnight

Limit of Indemnity: £1,000,000

Signed on behalf of Hiscox Insurance Company Ltd

Jon Dye
CEO, Hiscox UK

Notes:

- a. This insurance is subject to policy terms and conditions and any special terms notified to the insured.
- b. The certificate above shows that you are insured with an authorised insurer.
- c. The certificate (or any copy) must only be displayed whilst the policy remains active and within the policy period above.

About the insurer:

Insurer	Hiscox Insurance Company Ltd
Company registration	Registered in England number 70234
Registered address	22 Bishopsgate, London, EC2N 4BQ
Status	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority



CERTIFICATE OF PROFESSIONAL INDEMNITY INSURANCE

Policy Number: 15450745

Name of Policyholder: School of Rap CIC

Description of Activities: Charity/not-for-profit organisation - Music Society / Therapy; Community Action Group; Youth Support / Work / Outreach

Date of commencement of insurance policy: 14/04/2026

Date of expiry of insurance policy: 13/04/2027 expiring at Midnight

Retroactive Date: 14/04/2025

Limit of Indemnity: £100,000 in total for all claims, losses and defence costs

Signed on behalf of Hiscox Insurance Company Ltd

Jon Dye
CEO, Hiscox UK

Notes:

- a. This insurance is subject to policy terms and conditions and any special terms notified to the insured.
- b. The certificate above shows that you are insured with an authorised insurer.
- c. The certificate (or any copy) must only be displayed whilst the policy remains active and within the policy period above.

About the insurer:

Insurer Hiscox Insurance Company Ltd
Company registration Registered in England number 70234
Registered address 22 Bishopsgate, London, EC2N 4BQ
Status Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Invoice

Your invoice from PolicyBee Ltd

Reference no. 15450745

Issued on 13 April 2026

School of Rap CIC

For your Hiscox charity insurance

Effective from 14/04/2026

Premium including IPT @ 12%	£187.88
Total	£187.88

Policy paid by recurring credit/debit card