Hiscox
Policy Schedule

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

Schedule effective date: 01/01/2027

Insurance details

Policy number:	8541730
Period of insurance:	From 01/01/2027 to 31/12/2027 both days inclusive.
Insured:	**Prospect &/or** BECTU
Address:	100 Rochester Row London SW1P 1JP
Additional insureds:	None
Business:	1) Any activity related to Your individual employment or engagement within broadcasting, entertainment, cinema, theatre, fashion, live events and video games development 2) Any activity related to Your employment as an art technician, curator or Conservator or within the culture and heritage sectors 3) Any activity related to Your individual engagement as a BECTU Student member within broadcasting, entertainment, cinema, theatre, live events and video games development

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Public liability

Claims information
If you need to make a claim: If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at https://claims.hiscox.co.uk/. If there is a claim (or potential claim) against you by a third party, you should contact your broker immediately. If this is not possible or you would prefer to contact us directly please email us at liability.claims@hiscox.com. If you need to speak to a member of the claims team urgently, please call our team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at https://claims.hiscox.co.uk/. You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim. The **Important information and contact details** section below contains additional information specific to the covers applicable to your policy. If you are unsure of who to contact please call our team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday. They will ensure you get through to the correct claims team and let you know what actions you need to take. If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy for details of its terms in full.

Personal accident:

Claims information
If you need to make a claim, you should contact our claims team at Van Ameyde UK Limited on 0208 315 0732, or by e-mail to adjusters@vanameyde.com. You will need to provide your full name and contact details, the name of your business, your address and postcode, the policy number and circumstances of the claim. If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the policy wording. It is important that you read the policy for details of its terms in full.

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

Cover	Insurance amount	Excess
Public and products liability	£10,000,000	£250
Personal accident	£20,000 / £100 per week	The first two weeks for Temporary Total Disablement

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

Policy endorsements
Amendment of cover: members

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SECTION: PUBLIC AND PRODUCTS LIABILITY

Cover start date:	**01/01/2027**

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

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

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

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

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

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

Insurer
Hiscox Insurance Company Limited

Section endorsements
Amendment of cover: third party property Amendment of cover: third party property (jewellery) Removal of cover: heat work away from premises Removal of cover: special effects Removal of cover: special effects Removal of cover: stunt work Special excess: work away from the premises Amendment of cover: product exports to the USA or Canada Removal of cover: treatment of items

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SECTION: PERSONAL ACCIDENT

Cover start date:	**01/01/2027**

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

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

Total event limit	£1,000,000

Insurer
Hiscox Insurance Company Limited

Section endorsements
Amendment of cover: special definitions Removal of cover: stunt work Removal of cover: hazardous pursuits

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General information	
Underwritten by:	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
General terms and conditions wording:	15661 WD-COM-UK-GTCA(5) The General terms and conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.
Public and products liability section wording:	16166 WD-PROF-UK-PPL(3)
Personal accident section wording:	22932 WD-HSP-UK-HMA-PAI(1)

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Important information and contact details

Information about us

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

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

Insurers

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

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

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

Using your personal information

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

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CLAUSES APPLICABLE TO THE WHOLE POLICY

Clause 116900

Amendment to cover: members

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

Member

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

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

BECTU

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

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

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

2. for all other purposes, a **member**.

General conditions 9. is amended to read as follows:

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

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PUBLIC AND PRODUCTS LIABILITY CLAUSES IN FULL

Clause 116903

Amendment of cover: third party property

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

Third party property

If, as a result of **your activities**, any party brings a claim against **you** for **property damage** to property held in trust by **you** or in **your** care, custody or control 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.

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

Third party property

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

1. **property damage** to property owned, leased, hired or rented to **you**;

2. **property damage** to property held in trust or in the custody or control of any other person;

3. any claim where indemnity is provided by another insurance policy; or

4. **property damage** to property which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions,

where the claim relates to property held in trust by **you** or in **your** custody or control in connection with **your activities**.

What is not covered, Property for which you are responsible does not apply to **property damage** covered under **What is covered**, Third party property.

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

Third party property

For cover under **What is covered,** Third party property, the most **we** will pay is:

1. £25,000 for each such claim, excluding **defence costs**; and

2. £100,000 in total during the **period of insurance** for any one individual or party insured by this section, excluding **defence costs**.

These are included within, and not in addition to, the overall limit stated in **your** schedule. The **excess** for each such claim is amended to £500.

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Policy Schedule

Clause 116904

Amendment of cover: third party property (jewellery)

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

Third party property

If, as a result of **your activities**, any party brings a claim against **you** for **property damage** to property held in trust by **you** or in **your** care, custody or control 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.

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

Third party property

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

1. **property damage** to property owned, leased, hired or rented to **you**;

2. **property damage** to property held in trust or in the custody or control of any other person;

3. any claim where indemnity is provided by another insurance policy; or

4. **property damage** to property which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions; or

5. **property damage** to any jewellery or other high value items other than any clothing,

where the claim relates to property held in trust by **you** or in **your** custody or control in connection with **your activities**

What is not covered, Property for which you are responsible does not apply to **property damage** covered under **What is covered**, Third party property.

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

Third party property

For cover under **What is covered,** Third party property, the most **we** will pay is:

1. £25,000 for each such claim, excluding **defence costs**; and

2. £25,000 in total during the **period of insurance** for any one individual or party insured by this section, excluding **defence costs**.

These are included within, and not in addition to, the overall limit stated in **your** schedule. The **excess** for each such claim is amended to £500.

Clause 116905

Removal of cover: heat work away from premises

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

Heat work away from premises

We will not make any payment any claim or part of a claim or loss directly or indirectly due to or contributed to by resulting from or in respect of the use of any:

a. electric, oxyacetylene or similar welding or cutting equipment;

b. cutting and grinding equipment using abrasive disks or wheels;

c. blow lamp, blow torch, hot air gun or hot air stripper;

d. asphalt, bitumen, tar or pitch heat; or

e. thermal lance,

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

Clause 116906

Special excess: work away from the premises

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

Excess

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

Clause 116907

Removal of cover: stunt work

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

Stunt work

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

Clause 116908

Removal of cover: special effects

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

Special effects

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or arising from **your** use of physical special effects or pyrotechnics special effects at film, television or advertising production sites unless **you** have complied with the BECTU special effects code of practice and are working within their grade as specified by the Joint Industry Grading Scheme (JIGS).

Clause 116909

Removal of cover: special effects

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

Accepted physical special effects

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

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

Special effects

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

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

b. **accepted physical special effects**, unless **you** have complied with the manufacturer's instructions.

Clause 116910

Amendment of cover: product exports to the USA or Canada

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

Product exports to the USA or Canada

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

1. hold harmless agreements; or
2. vendors liability or subrogation waivers,

in respect of any **product** exports to the USA or Canada.

Clause 116911

Removal of cover: treatment of items

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

Treatment of items

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

PERSONAL ACCIDENT CLAUSES IN FULL

Clause 116912

Amendment of cover: special definitions

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

Insured person

Any person stated in **your** schedule, provided that such person is:

1. aged between 16 and 80 years old at **inception**;

2. legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man; and

3. a **member**,

unless otherwise stated in **your** schedule.

For the purpose of this **endorsement** only, **You/your** is amended to read as follows:

You/your

An **insured person**.

Clause 116913

Removal of cover: stunt work

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

Stunt work

We will not make any payment under this section for any **accidental injury** sustained while taking part in any stunt performing or co-ordinating.

Clause 116914

Removal of cover: hazardous pursuits

What is not covered, Hazardous pursuits, e. is amended to read as follows:

flying as a pilot or aircrew or any other aerial activities other than travel by commercial airlines as a passenger; or

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**.



Anish Jadav
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** schedule.

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General terms and conditions

General definitions

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.

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**.

Artificial intelligence

Any machine learning, logical, statistical or other algorithm in **computer or digital technology** that can:

1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or
2. adapt or vary its operation proactively, or in response to inputs.

Asbestos risks

1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
2. exposure to asbestos, asbestos fibres or materials containing asbestos; or
3. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Business

Your business or profession as shown in **your** schedule.

Civil commotion

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):

1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or
2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

Computer or digital technology

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

Computer or digital technology error

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

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

any **computer or digital technology**.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, attempting or resulting in:

1. access to;
2. extraction of information from;
3. disruption of access to or the operation of; or
4. damage to:

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

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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:

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

Nuclear risks

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 1. above, or the storage, handling or disposal of anything in 1. above;
3. all operations carried out on any site or premises on which anything in 1. or 2. 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:

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
   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.

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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.

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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	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: a. under £20; or b. if **we** have accepted any notification of any claim, potential claim or loss before the cancellation takes effect. If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.
Multiple insureds	8.	The most **we** will pay is the relevant amount shown in **your** schedule. 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**. **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**.
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.

HISCOX

Public and products liability (Office, workspace and professions)

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

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; or
4. 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

Any activities **you** have declared to **us** and which are stated in the Business field of **your** schedule.

The following are also included where they are incidental to such activities:

1. the maintenance of property or premises owned or occupied by **you**;
2. the provision or management of:
   a. canteen, social, sports, education or welfare organisations; or
   b. first aid or security services,

   for the benefit of **your employees**; and
3. 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:

1. to access or use land or water; or
2. 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:

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; or
7. 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.

Personal injury

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:

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

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

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**,

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.

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

Abuse or molestation claims

If, as a result of **your activities**, any party brings a claim against **you** during the **period of insurance** for **abuse or molestation** 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.

However, **we** will not in any event provide cover:

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**.

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

Overseas personal liability

We will indemnify **you** and if **you** so request, any of **your** directors, partners, trustees, committee members, **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:

1. arises out of:
   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

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:

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**,

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:

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

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.

Loss of third party keys

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.

Failure to secure third party premises

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.

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

Unauthorised use of third party telephones by your employees

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.

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

Defective Premises Act

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.

We will not in any event make any payment for any:

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.

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**.

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 part of a claim or loss directly or indirectly due to:

Property for which you are responsible

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:

   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

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.

   This does not apply to:

   a. any **tool of trade**; or

   b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any:

   a. **employee**; or

   b. person supplied by **you** to a client under contract which occurs anywhere other than at **your** premises.

Defamation and intellectual property

4. a. defamation, including but not limited to libel, slander, trade libel, product disparagement and malicious falsehood; or

   b. any infringement of intellectual property rights including but not limited to copyright, trademark or moral rights or any act of passing-off.

Personal data

5. any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Confidential corporate information	6.	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	7.	a. i. any **pollution**; or ii. any **bodily injury** or **property damage** directly or indirectly caused by any **pollution**, 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 b. any **pollution** occurring in the United States of America or Canada.
Cyber incidents	8.	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 8.a. to 8.c. above; or f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.e. above.
Professional advice	9.	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	10.	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	11.	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	12.	the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
Your products	13.	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

14. 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

15. **inefficacy**.

Deliberate or reckless acts

16. 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

17. the actions of any person supplied by **you** to a client under contract.

Railways and aircraft

18. 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

19. **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

20. 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 20.a. to 20.d. above; or

f. action taken in controlling, preventing, suppressing, responding or in any way relating to 20.a. to 20.e. above.

If there is any dispute between **you** and **us** over the application of 20.a. or 20.b. above, it will be for **you** to show that the exclusion does not apply.

Confiscation

21. **confiscation**.

Asbestos

22. **asbestos risks**.

Perfluoroalkyl and polyfluoroalkyl substances

23. or contributed to by, resulting from or in connection with any:

a. perfluoroalkyl or polyfluoroalkyl substances;

b. any fear or threat of 23.a. above; or

c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 23.a. or 23.b. above.

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.

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**.

Personal accident

Policy wording

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

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

Special definitions for this section

Activities

Any activities **you** have declared to **us** and which are stated in the Business field of **your** schedule, including attendance at conferences and promotional events which directly relate to **your** activities.

Accidental injury

A **physical injury** which:

1. is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the **period of insurance** and the **active time**; and
2. results in the **insured person's** death, **permanent disablement**, **temporary partial disablement** or **temporary total disablement**, within 12 months of the date of the event.

Active time

The time period stated in **your** schedule as the 'active time', being the time when the **insured person** is covered for **accidental injury** under this section and either:

1. at any time;
2. occupational including commuting, which means while working for **you** in connection with **your activities**, including while travelling to and from the place of such work; or
3. occupational excluding commuting, which means while working for **you** in connection with **your activities**, excluding while travelling to and from the place of such work.

Capital benefit

The amount stated as the 'capital benefit amount' in **your** schedule **we** will pay **you** following each incident of **permanent disablement** or death of an **insured person**.

Commuting expenses

The reasonable costs of transporting an **insured person** between their main residence in the **United Kingdom** and their usual place of work for **you** in the **United Kingdom** if such **insured person** has suffered a **physical injury** which:

1. is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the **period of insurance** and the **active time**;
2. does not result in their **permanent disablement**, **temporary partial disablement** or **temporary total disablement**; and
3. results in the **insured's person's** inability to commute using their normal means of transportation.

Compassionate leave

Discretionary leave granted by **you** to an **insured person** following:

1. death;
2. admittance to a hospital intensive care unit; or
3. admittance to hospital for treatment of a terminal condition or cancer;

of any parent, spouse, domestic partner, civil partner or child, including any adopted, foster or stepchild, of such **insured person** during the **period of insurance**, provided that such death or admittance to hospital could not reasonably have been foreseen by the **insured person** at **inception**.

Counselling expenses

The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for **permanent disablement** of an **insured person** under this section.

Funeral expenses	Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an **insured person's** death arising directly from **accidental injury**. This includes repatriation expenses.
Inception	Start date of the **period of insurance** as stated in **your** schedule.
Illness	Disablement due to illness, sickness or disease which first manifests itself during the **period of insurance** and which results in the **insured person's temporary partial disablement** or **temporary total disablement**.
Insured person	Any person stated in **your** schedule, provided that such person is: 1. aged between 16 and 75 years old at **inception**; 2. legally resident in the **United Kingdom**; and 3. currently employed by **you** but not supplied by **you** to a client under contract, unless otherwise stated in **your** schedule.
Loss of sight	Total loss of sight in an eye.
Loss of hearing	Total loss of hearing in an ear.
Loss of limb	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Total loss of speech.
Medical expenses	The reasonable cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred in connection with a covered claim for **accidental injury** under this section. **Physiotherapy treatment expenses** are not included within this definition.
Maximum absence period	The time period stated in **your** schedule as the 'maximum absence period', being the maximum period for which **we** will pay for any **insured person's** uninterrupted absence from their work, commencing from the first date of their absence.
Minimum absence period	The time period stated in **your** schedule as the 'minimum absence period', being the minimum period for which **temporary partial disablement** or **temporary total disablement** must be suffered in order for **weekly benefits** to be paid under this section. This period does not apply to **compassionate leave**.
Permanent disablement	1. **Loss of sight**, **loss of hearing**, **loss of limb** or **loss of speech**; or 2. any disablement which entirely prevents the **insured person** from attending to any business or occupation for which the **insured person** is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.
Physical injury	Any identifiable physical injury, including illness and sickness, solely and directly resulting from the injury but not including any other illness, sickness, disease or naturally occurring condition.
Physiotherapy treatment expenses	The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for **accidental injury** under this section.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Recruitment expenses	Reasonable expenses incurred by **you** with **our** prior written consent in the recruitment and selection process for the replacement of an **insured person** in connection with a valid claim for the death or **permanent disablement** of that **insured person** under this section.
Retraining expenses	Reasonable expenses incurred by **you** with **our** prior written consent in the retraining of an **insured person** for an alternative occupation in connection with a valid claim for the **permanent disablement** of that **insured person** under this section.

Temporary partial disablement	Disablement lasting without interruption for longer than the **minimum absence period** and which prevents the **insured person** from carrying out a substantial part of their usual occupation.
Temporary total disablement	Disablement lasting without interruption for longer than the **minimum absence period** and which prevents the **insured person** from carrying out their usual occupation.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
Weekly benefit	The amount stated as the 'weekly benefit amount' in **your** schedule that **we** will pay **you** in respect of each **insured person** for each full week of their absence from their work for **you** during the **maximum absence period**, excluding holidays and sabbaticals and subject to the **minimum absence period**, due to **temporary partial disablement**, **temporary total disablement** or **compassionate leave**.
Weekly salary	The total gross basic weekly salary, excluding payments for overtime, commission or bonus, payable by **you** to the **insured person** at the first date of any **compassionate leave**.
Workplace alteration expenses	Reasonable expenses incurred by **you** with **our** prior written consent in making necessary alterations and adjustments to the **insured person's** workplace in connection with a valid claim for the **permanent disablement** of that **insured person** under this section. This includes the **insured person's** home office or workstation within their main residence in the **United Kingdom**, if the work which they carry out of for **you** in connection with **your activities** normally takes place at such residence.

What is covered

Permanent disablement	**We** will pay **you** the **capital benefit** stated in **your** schedule if an **insured person** suffers **accidental injury** which results in their death or **permanent disablement**.
Temporary partial disablement	**We** will pay **you** the **weekly benefit** stated in **your** schedule if an **insured person**: 1. suffers **accidental injury** or **illness** which results in their **temporary partial disablement**; or 2. is granted **compassionate leave**. **Your** schedule will show if **weekly benefits** are payable and if **illness** and **compassionate leave** are covered.
Temporary total disablement	**We** will pay **you** the **weekly benefit** stated in **your** schedule if an **insured person**: 1. suffers **accidental injury** or **illness** which results in their **temporary total disablement**; or 2. is granted **compassionate leave**. **Your** schedule will show if **weekly benefits** are payable and if **illness** and **compassionate leave** are covered.
Additional cover	**We** will also pay **you**: 1. **medical expenses**, **physiotherapy treatment expenses**, **counselling expenses**, **commuting expenses** and **funeral expenses**: a. incurred with **our** prior written consent by **you** on behalf of an **insured person**; or b. incurred by or on behalf of an **insured person** where **you** have agreed with **our** prior written consent to reimburse or pay for such expenses; and 2. **retraining expenses**, **workplace alteration expenses** and **recruitment expenses** incurred by **you** directly as a result of a **permanent total disablement**.

HISCOX

What is not covered

We will not make any payment under this section for:

Hazardous pursuits

1. any **accidental injury** sustained while taking part in:
   a. the following winter sports: off-piste skiing unless accompanied by a suitably experienced guide, free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;
   b. free diving or the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
      i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or
      ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
   c. any activity or event which involves any:
      i. endurance event, mass start racing event or assault course;
      ii. combat sport or the use of any weapons;
      iii. mountaineering, rock-climbing, canyoning, coasteering or gorge walking;
      iv. white-water rafting, jet boating, jet skiing or kite surfing;
      v. horse or camel riding or other equestrian activity; or
      vi. other activity with a similarly increased risk of physical injury;
   d. potholing, caving or any activity which takes place underground;
   e. flying as a pilot or aircrew or any activity which takes place or more than three metres above ground, floor or sea level, other than travel by commercial airlines as a passenger; or
   f. armed forces activities, including operations, exercises or training;

Excluded territories

2. any **accidental injury** to or **illness** of any **insured person** which occurs or first manifests in any territory to which the Foreign, Commonwealth & Development Office has advised against all travel, or all but essential travel, at the time the **insured person** departs from the **United Kingdom**.

Cyber incidents

3. any **accidental injury** or **illness** directly caused by any:
   a. **cyber attack**;
   b. **hacker**;
   c. **computer or digital technology error**;
   d. any fear or threat of 3.a. to 3.b. above; or
   e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 3.a. to 3.d. above.

   However, **we** will cover any other **accidental injury** or **illness** insured under this section which is indirectly caused by a **cyber attack**, **hacker** or **computer or digital technology error**.

Terrorism, war, nuclear risks and civil commotion

4. any **accidental injury** to or **illness** of any **insured person** which is caused by, contributed to by, resulting from or in connection with any:
   a. **terrorism**;
   b. **war**;
   c. **nuclear risks**;
   d. **civil commotion** which occurs outside of England, Scotland or Wales;
   e. any fear or threat of 4.a. to 4.d. above; or

f. any action taken in controlling, preventing, suppressing, responding or in any way relating to 4.a. to 4.e. above.

If there is any dispute between **you** and **us** over the application of 4.b. or 4.d above, it will be for **you** to show that the clause does not apply.

Communicable disease

5. any **accidental injury** or **illness** caused by, contributed to by, resulting from or in connection with:

a. influenza A (H5N1) (also known as 'avian flu' or 'bird flu');

b. influenza A (H1N1) (also known as 'swine flu');

c. coronavirus disease (Covid-19);

d. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

e. any variation, strain, virus, complex or syndrome that is related to anything in a. to e. above;

f. any fear of threat of 5.a. to 5.e. above.

g. any action taken in controlling, preventing, suppressing or in any way relating to or responding to a. to f. above.

Other exclusions

6. any **accidental injury** or **illness** caused by or contributed to by:

a. any:

i. emotional or psychiatric disorder or condition; or

ii. mental anguish or distress;

b. the **insured person**:

i. taking or using drugs or controlled substances, other than drugs prescribed by their medical practitioner and used as directed;

ii. abusing solvents;

iii. abusing or having abused alcohol, or being under the influence of alcohol.

c. the **insured person** committing or attempting suicide or deliberately injuring themselves;

d. the **insured person** deliberately exposing themselves to exceptional danger unless trying to save a human life;

e. any criminal act:

i. by the **insured person**; or

ii. by **you** or on **your** behalf;

f. any physical defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;

g. any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to the **insured person** at **inception** or for any surgery which was planned before **inception**;

h. pregnancy or childbirth. However, this does not apply to **compassionate leave** granted as a direct result of complications from pregnancy or childbirth; or

i. **pollution**, if the total area affected by the **pollution** is greater than ten miles across at its widest point; or

j. **asbestos risks**.

How much we will pay

Permanent disablement and death

We will pay **you** the **capital benefit** stated in **your** schedule for **permanent disablement** or death of each **insured person**. Only one **capital benefit** shall be payable for each **insured person** in respect of the consequences of any one **accidental injury**.

Temporary partial disablement	For **temporary partial disablement**, **we** will pay **you** the **weekly benefit** stated in **your** schedule from the date of the **insured person's** first absence from work until the earlier of: 1. the **insured person** no longer suffering from the **temporary partial disablement**; 2. the **insured person** suffering **permanent disablement**; 3. the **insured person** no longer being employed by **you**; or 4. the end of the **maximum absence period**, for each **insured person** in respect of the consequences of any one **illness** or **accidental injury**.
Temporary total disablement	For **temporary total disablement**, **we** will pay **you** the **weekly benefit** stated in **your** schedule from the date of the **insured person's** first absence from work until the earlier of: 1. the **insured person** no longer suffering from the **temporary total disablement**; 2. the **insured person** suffering **permanent disablement**; 3. the **insured person** no longer being employed by **you**; or 4. the end of the **maximum absence period**, for each **insured person** in respect of the consequences of any one **illness** or **accidental injury**.
Compassionate leave	For **compassionate leave**, **we** will pay **you** up to the **weekly benefit** stated in **your** schedule from the date of the **insured person**'s first absence from work until the earlier of: 1. the **insured person** returning from **compassionate leave**; 2. the **insured person** no longer being employed by **you**; or 3. two weeks from the commencement of the **compassionate leave**, for each **insured person**. However, **we** will not pay more than the **insured person's weekly salary** and **we** will not pay for more than one **compassionate leave** for each **insured person** in any one **period of insurance**.
Total event limit	The most **we** will pay in total for all benefits and expenses in respect of all **insured persons** injured in any one event is the total event limit stated in **your** schedule.
Additional cover	The following are also included within, and not in addition to, the total event limit stated in **your** schedule:
Medical expenses	**We** will also pay **you medical expenses**, up to the amount stated in **your** schedule, incurred in connection with each **accidental injury** for each **insured person**.
Physiotherapy treatment expenses	**We** will also pay **you physiotherapy treatment expenses**, up to the amount stated in **your** schedule, incurred in connection with each **accidental injury** for each **insured person**.
Counselling expenses	**We** will also pay **you counselling expenses**, up to the amount stated in **your** schedule, incurred in connection with each **accidental injury** resulting in **permanent disablement** for each **insured person**.
Funeral expenses	**We** will also pay **you funeral expenses**, up to the amount stated in **your** schedule, for each **insured person**.
Retraining expenses	**We** will also pay **you retraining expenses**, up to the amount stated in **your** schedule, incurred in connection with each **accidental injury** resulting in **permanent disablement** for each **insured person**.
Workplace alteration expenses	**We** will also pay **you workplace alteration expenses**, up to the amount stated in **your** schedule, incurred in connection with each **accidental injury** resulting in **permanent disablement** for each **insured person**.
Recruitment expenses	**We** will also pay **you recruitment expenses**, up to the amount stated in **your** schedule, incurred in connection with an **accidental injury** resulting in death or **permanent disablement** for each **insured person**.

Commuting expenses	The most **we** will pay for **commuting expenses** per day, and in total during the **period of insurance**, for each **insured person** covered under this section of the **policy** is stated in **your** schedule.

Your obligations

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

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

Excluded territories	For further information in relation to any excluded territories, please visit the Foreign, Commonwealth & Development Office website.

Special conditions

If an **insured person** has been missing for a period of 12 consecutive months and such evidence, as is reasonably available, supports the conclusion that their death has been caused by **accidental injury**, **we** will pay **you** the **capital benefit** stated in **your** schedule. However, if the **insured person** is later found to be alive, **you** must repay **us** any benefit **we** have already paid to **you**.