

# SCHEDULE

Policy: HU PI6 1737728 (113)



## INSURANCE DETAILS

**Period of Insurance:** Continuous cover from 03 May 2018 until the policy is cancelled.  
**Underwritten by:** Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy  
**General terms and conditions wording :** 6608 WD-CHR-UK-GTC(2)  
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below  
**Payment Method :** Payment by Broker's Account  
**Endorsement Effective:** 03 May 2018

## INSURED DETAILS

**Insured :** International Society Of Hypertension  
**Address :** 8 Waldegrave Road  
TEDDINGTON  
Middlesex  
TW11 8HT  
**Additional Insureds :** There are no Additional Insureds on this policy.  
**Business :** Cardiovascular disease research



Sponsored by Hiscox  
2012-2015



BIA Customer Care Award  
2012



Outstanding Insurer Claims  
Team of the Year 2013

**PROFESSIONAL INDEMNITY**

**Section wording :** 5998 WD-PIP-UK-SP(3)  
**Insurer:** Hiscox Insurance Company Limited  
**Insurer:** Hiscox Insurance Company Limited

**Professional indemnity**

**Limit of indemnity:** £ 3,000,000  
**Limit applies to :** any one claim excluding defence costs  
**Excess:** £ 2,500  
**Excess Applies to :** each claim or loss excluding defence costs  
**Geographical Limits :** Worldwide  
**Applicable Courts :** Worldwide excluding claims brought in USA/Canada

**Special limit for claims brought in USA/Canada (included within and not in addition to the overall limit above)**

**Limit of indemnity:** £ 1,000,000  
**Limit applies to :** any one claim and in the aggregate including defence costs  
**Excess:** £ 5,000  
**Excess Applies to :** each claim or loss including defence costs  
**Geographical Limits :** Worldwide  
**Applicable Courts :** Worldwide

**Business Activities**

Charity

**Endorsements****400.1** Retroactive date: Business performed in the past**PUBLIC AND PRODUCTS LIABILITY**

**Section wording :** 8388 WD-CHR-UK-GL(3)  
**Insurer:** Hiscox Insurance Company Limited  
**Insurer:** Hiscox Insurance Company Limited

**Public and products liability****Limit of indemnity:** £ 10,000,000

**Limit applies to :** Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.

**Excess:** £ 250

**Excess Applies to :** each and every claim for property damage only

**Geographical Limits :** Worldwide excluding the USA and Canada

**Applicable Courts :** European Union

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

Criminal defence costs £ 100,000 in the aggregate

Pollution defence costs £ 100,000 in the aggregate

**Additional cover** (in addition to the overall limit/amount insured above)

Loss of third party keys £ 10,000 in aggregate during any one period of insurance

Unauthorised use of third party telephones by your employees £ 10,000 in aggregate during any one period of insurance

**Special Excesses**

Loss of third party keys £ 250 each and every claim

Unauthorised use of third party telephones by your employees £ 250 each and every claim

**Specific cover for business activities in the USA/Canada (included within and not in addition to the overall limit above)**

**Limit of indemnity:** £ 1,000,000

**Limit applies to :** in the aggregate including costs

**Excess:** £ 2,500

**Excess Applies to :** each and every claim for property damage only

**Geographical Limits :** Worldwide

**Applicable Courts :** USA and Canada

**Endorsements**

- 170.0** Indemnity to principals clause
- 305.1** Removal of cover: Medical malpractice
- 859.0** Manual work exclusion (GL)

**Insurer:** Hiscox Insurance Company Limited

**EMPLOYERS LIABILITY**

**Section wording :** 9418 WD-CHR-UK-EL(1)

**Insurer:** Hiscox Insurance Company Limited

**Limit of indemnity:** £ 10,000,000

**Limit applies to :** All claims and their defence costs which arise from the same accident or event

**Geographical Limits :** Worldwide

**Applicable Courts :** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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

Criminal defence costs £ 100,000 in the aggregate

Terrorism £ 5,000,000

**Endorsements**

**3040.0** Employers' Liability Tracing Office (ELTO) and your data

**Insurer:** Hiscox Insurance Company Limited

**PROPERTY - PORTABLE EQUIPMENT (WORLDWIDE)**

**Section wording :** 12835 WD-PIP-UK-PYA(2)

**Insurer:** Hiscox Insurance Company Limited

Item Description	Excess	Amount insured
Laptops & portable equipment (Worldwide)	£ 100	£ 10,000

**Amount insured:** £ 10,000

**Excess:** £ 100

**Excess Applies to :** each and every loss

**What is not Covered**

**Insurer:** Hiscox Insurance Company Limited

**MANAGEMENT LIABILITY - TRUSTEES AND INDIVIDUAL LIABILITY**

**Section wording :** 6607 WD-CHR-UK-TIL(2)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 3,000,000  
**Limit applies to :** in the aggregate including costs  
**Excess Applies to :** each and every claimant including costs  
**Geographical Limits :** Worldwide excluding the USA and Canada  
**Applicable Courts :** Worldwide excluding claims brought in USA/Canada

**Endorsements**

**705.6** Prior and pending litigation date

**Insurer:** Hiscox Insurance Company Limited

**MANAGEMENT LIABILITY - EMPLOYMENT PRACTICES LIABILITY**

**Section wording :** 6605 WD-CHR-UK-EPL(2)  
**Insurer:** Hiscox Insurance Company Limited  
**Limit of indemnity:** £ 3,000,000  
**Limit applies to :** in the aggregate including costs  
**Excess:** £ 5,000  
**Excess Applies to :** each and every claimant including costs  
**Geographical Limits :** Worldwide excluding the USA and Canada  
**Applicable Courts :** Worldwide excluding claims brought in USA/Canada

**Endorsements**

**705.6** Prior and pending litigation date

# CERTIFICATE

Policy: HU PI6 1737728 (113)



## Certificate of professional indemnity insurance

Insured name:	International Society Of Hypertension		
Address:	8 Waldegrave Road TEDDINGTON Middlesex		
Postcode:	TW11 8HT	Country:	United Kingdom
Policy number:	1737728		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	Continuous cover from 03/05/2018 until the policy is cancelled.		
Retroactive date:	03/05/2011		
Limit of indemnity:	£ 3,000,000		
Additional insureds:			

Signed for and on behalf of Hiscox Insurance Company Limited

**Steve Langan**

Managing Director, Hiscox UK and Ireland

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.

# CERTIFICATE

Policy: HU PI6 1737728 (113)



## Certificate of Public and products liability insurance

Insured name:	International Society Of Hypertension		
Address:	8 Waldegrave Road TEDDINGTON Middlesex		
Postcode:	TW11 8HT	Country:	United Kingdom
Policy number:	1737728		
Insurer:	Hiscox Insurance Company Limited		
Period of insurance:	Continuous cover from 03/05/2018 until the policy is cancelled.		
Limit of indemnity:	£ 10,000,000		
Additional insureds:			

Signed for and on behalf of Hiscox Insurance Company Limited

**Steve Langan**

Managing Director, Hiscox UK and Ireland

Note: this certificate is for information purposes only and does not contain the full terms, conditions and exclusions of the insurance cover and does not constitute a contract of insurance.

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

**Professional indemnity: endorsements**

**Clause 400.1 Retroactive date: Business performed in the past**

We will not make any payment for any claim or loss which arises from any **business activity** performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 03/05/2011

**Public and products liability: endorsements**

**Clause 170.0 Indemnity to principals clause**

We agree that if, as a result of **your business activity** within the **geographical limits** for clients, any party brings a claim against Omron, **we** will treat such claim as if made against **you** and make the same payment to Omron that **we** would have made to **you**, provided that Omron:

- a. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- b. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- c. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

**Clause 305.1 Removal of cover: Medical malpractice**

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

Malpractice 18. any **bodily injury** or **personal injury** to any person arising out of any treatment administered or care provided by **you**.

**Clause 859.0 Manual work exclusion (GL)**

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

17. manual work.

**Employers' liability: endorsements**



**Policy: HU PI6 1737728 (113)**

<b>Clause</b>	<b>3040.0</b>	<b>Employers' Liability Tracing Office (ELTO) and your data</b>
		<p><b>Your policy</b> details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.</p> <p>You can find out more:</p> <ul style="list-style-type: none"> <li>- from <b>your</b> insurance adviser (if <b>you</b> have one); or</li> <li>- by contacting <b>us</b>; or</li> <li>- at <a href="http://www.elto.org.uk">www.elto.org.uk</a>.</li> </ul>

**Trustees and individual liability (Charity): endorsements**

<b>Clause</b>	<b>705.6</b>	<b>Prior and pending litigation date</b>
		Prior and pending litigation date: 03/05/2011

**Employment practices liability (Charity): endorsements**

<b>Clause</b>	<b>705.6</b>	<b>Prior and pending litigation date</b>
		Prior and pending litigation date: 03/05/2011

**Endorsements which apply to whole policy**

<b>Clause</b>	<b>1083.1</b>	<b>Addition of cover: indemnity to principals</b>
		<p>The following is added to <b>What is covered</b>:</p> <p><b>We</b> agree that if, as a result of <b>your business activity</b> for clients or <b>advertising</b> within the <b>geographical limits</b>, any party brings a claim against Omron, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to Omron that <b>we</b> would have made to <b>you</b>, provided that Omron:</p> <ol style="list-style-type: none"> <li>a. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>b. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li> <li>c. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim and any rights of recovery.</li> </ol>

<b>Clause</b>	<b>25.2</b>	<b>Continuous policy endorsement</b>
		<ol style="list-style-type: none"><li><p><b>We</b> agree to give <b>you</b> continuous cover under this <b>policy</b>. To achieve this, all the references in this <b>policy</b> to <b>period of insurance</b> shall be for a continuous period starting with the date in the schedule, until either <b>you</b> or <b>we</b> cancel this <b>policy</b>. However, <b>you</b> must tell <b>us</b> as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder.</p></li><li><p>Cancellation clause 5 in the General Terms and Conditions of this <b>policy</b> is replaced by the following:</p><p><b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro rata refund of the premium for the remaining portion of the period for which <b>you</b> have already paid. However, we will not refund any premium under £10.</p><p><b>We</b> may also cancel the <b>policy</b> if any premium remains unpaid 21 days after the due date. In such cases <b>we</b> will cancel the <b>policy</b> by giving seven days' notice. Where <b>we</b> cancel the <b>policy</b> for non-payment of premium, cover will cease on the date the premium was due.</p></li><li><p>In view of the continuous nature of this <b>policy</b>, <b>we</b> may at <b>our</b> discretion amend its premium and/or terms and conditions and <b>we</b> will tell <b>you</b> of <b>our</b> intention to do so. If <b>you</b> are unhappy with <b>our</b> proposed amendments, <b>you</b> will have the option to decline to continue this insurance. <b>We</b> will give <b>you</b> at least 30 days' notice of any changes.</p></li></ol>

**Clause 603.1****Commercial assistance and legal advice helpline**

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

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

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

**Helpline number:** +44 (0)800 840 2269

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

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

**Clause****Clause Data Protection Act**

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](mailto: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](http://www.hiscox.co.uk/cookies-privacy).



**Policy: HU PI6 1737728 (113)**

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**INFORMATION ABOUT US**

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

<b>Name</b>	<b>Hiscox Underwriting Limited</b>
<b>Registered address</b>	1 Great St. Helens London EC3A 6HX United Kingdom
<b>Company registration</b>	Registered in England number 02372789
<b>Status</b>	Authorised and regulated by the Financial Conduct Authority

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**Insurers**

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

<b>Name</b>	<b>Hiscox Insurance Company Limited</b>
<b>Registered address</b>	1 Great St. Helens London EC3A 6HX United Kingdom
<b>Company registration</b>	Registered in England number 00070234
<b>Status</b>	Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority



## Charity insurance portfolio

### Policy wording

**A seamless integrated insurance solution for UK charities.**

Please read this insurance document, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please return it immediately.

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**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**.

Signed for and on behalf of Hiscox Underwriting Limited:



**Steve Langan**  
Managing Director, Hiscox UK

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**Complaints procedure**

**We** pride ourselves on providing a first class, reliable and efficient service to all of **our** customers. Complaints are a key to monitoring **our** service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

If **you** have a complaint, please contact **your** insurance adviser in the first instance if **you** have one.

If **your** complaint cannot be resolved satisfactorily by **your** insurance adviser, please contact **our** Customer Relations Manager:

Customer Relations Manager  
Hiscox  
Hiscox House  
Sheepen Place  
Colchester  
CO3 3XL

Telephone: 0845 213 8777  
Email: [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com)

**You** may also, in accordance with the Rules of the Financial Services Authority, be able to refer **your** complaint to the Financial Ombudsman Service without affecting **your** legal rights. The address is:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone: 0845 080 1800

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<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>c. 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.</li></ol>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule.
<b>Confiscation</b>	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"><li>a. is committed for political, religious, ideological or similar purposes; and</li><li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li>c.<ol style="list-style-type: none"><li>i. involves violence against one or more persons; or</li><li>ii. involves damage to property; or</li><li>iii. endangers life other than that of the person committing the action; or</li><li>iv. creates a risk to health or safety of the public or a section of the public; or</li><li>v. is designed to interfere with or to disrupt an electronic system.</li></ol></li></ol>
<b>Virus</b>	A piece of unauthorised executable code which propagates itself through <b>your</b> computer system or network.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We / us / our</b>	The insurers named in the schedule.
<b>You / your</b>	The insured named in the schedule.

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**Conditions precedent**

General conditions 2, 3 and 4 below, general claims condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

**General conditions**

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

- |                         |   |
|-------------------------|---|
| Basis of insurance      | <p>1. Because of its importance, all information which <b>you</b> or anyone on <b>your</b> behalf provided before <b>we</b> agreed to insure <b>you</b> is incorporated into and forms the basis of this <b>policy</b>.</p> <p>All facts and matters which might be relevant to <b>our</b> consideration of <b>your</b> proposal must be disclosed and all material representations made to <b>us</b> must be true, otherwise <b>we</b> are entitled to treat this insurance as if it had never existed.</p>  |
| Change of circumstances | <p>2. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b>. (A material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance.) <b>We</b> may then change the terms and conditions of this <b>policy</b>.</p>  |
| Due diligence           | <p>3. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair.</p>  |
| Premium payment         | <p>4. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium.</p>   |
| Cancellation            | <p>5. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a refund of the premium for the remaining period.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p> |
| Multiple insureds       | <p>6. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>   |
| Aggregate limit         | <p>7. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p> <p>If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p>   |
| Rights of third parties | <p>8. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>  |
| Other insurance         | <p>9. This <b>policy</b> does not cover any loss or claim where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist.</p>  |
| Governing law           | <p>10. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.</p>  |
| Arbitration             | <p>11. 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.</p>   |



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**General claims conditions**

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

## Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
  - 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**;
  - c. 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;
  - d. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

## Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

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

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**Special definitions for this section**

<b>Business activity</b>	The activities shown in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> within the <b>geographical limits</b> for clients, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li>negligence or breach of a duty of care,</li><li>negligent misstatement or negligent misrepresentation,</li><li>infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off,</li><li>breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use,</li><li>defamation,</li><li>dishonesty of <b>your</b> individual partners, directors, employees or self-employed freelancers directly contracted to <b>you</b> and under <b>your</b> supervision,</li><li>any other civil liability unless excluded under <b>What is not covered</b> below,</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If <b>your</b> client has reasonable grounds for being dissatisfied with the work <b>you</b> have done, refuses to pay for any or all of it, including amounts <b>you</b> legally owe to subcontractors at the date of the refusal, and threatens to bring a claim against <b>you</b> for more than the amount owed, it may be possible to settle the dispute with the client by <b>your</b> agreeing not to press for the disputed amount. If so, <b>we</b> will pay <b>you</b> the amount owed to <b>you</b> at that time if <b>we</b> believe that this will avoid a legitimate claim for a greater amount and <b>we</b> have given <b>our</b> prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> will pay the amount owed to <b>you</b> at that time. If a claim is still brought, <b>we</b> will deal with it but <b>our</b> total payment, including what <b>we</b> have already paid <b>you</b> or on <b>your</b> behalf, will not exceed the applicable limit of indemnity shown in the schedule. <b>You</b> must return the amount <b>we</b> have paid if <b>you</b> eventually recover the debt less <b>your</b> reasonable expenses.</p> <p>Once <b>we</b> agree to make this payment <b>you</b> will assign to <b>us</b> such rights as <b>you</b> have in relation to the amounts owed to <b>you</b>.</p> <p><b>We</b> will not make any payment for any part of a claim not covered by this section.</p>
<b>Your own losses</b>	
Losses from dishonesty	<p>If during the <b>period of insurance</b>, and in the performance of <b>your business activity</b> within the <b>geographical limits</b>, <b>you</b> suffer a loss from the dishonesty of <b>your</b> employees or self-employed freelancers directly contracted to <b>you</b> and under <b>your</b> supervision, where there was a clear intention to cause <b>you</b> loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, <b>we</b> will indemnify <b>you</b> against <b>your</b> direct financial loss.</p>

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business activity** is lost, damaged or destroyed while in **your** possession, **we** will cover **you** against the cost of restoring or replacing it.

#### What is not covered

Matters specific to your business

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

Matters insurable elsewhere

9. the death or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
10. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
11. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
12. the loss, damage or destruction of any tangible property:
  - a. other than documents in **your** care, custody or control in connection with a **business activity** for a client; or
  - b. unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.

This clause does not apply to **your** own loss under the Loss of documents cover in **What is covered**.

13. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
14. the loss or distortion of any data held electronically.
15. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, other than when performing a **business activity** for a client, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
16. **your** supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

17. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
18. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim or **your** own loss under the dishonesty cover in **What is covered**, but **we** will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.

## Professional indemnity

### Policy wording

Pre-existing problems	19. any shortcoming in <b>your</b> work or <b>your</b> own loss which <b>you</b> knew about, or ought reasonably to have known about, before <b>we</b> agreed to insure <b>you</b> .
Date recognition	20. <b>date recognition</b> .
War, terrorism and nuclear	21. <b>war, terrorism or nuclear risks</b> .
Asbestos	22. <b>asbestos risks</b> .
	<b>B. We will not make any payment for:</b>
Claims brought by a related party	1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b> , including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of <b>your business activity</b> .
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Consequential loss	3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

### How much we will pay

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

When **we** settle **your** own losses from dishonesty, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

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

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

### Special limits

For claims and **your** own losses arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most **we** will pay is a single limit of indemnity for the total of all such claims, their **defence costs** and **your** own losses. **You** must pay the relevant **excess** shown in the schedule.

### Paying out the limit of indemnity

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

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**Your obligations**

If a problem arises

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
  - a. **Your** first awareness of a shortcoming in **your** work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.  
  
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.
  - b. Any claim or threatened claim against **you**.
  - c. **Your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee or self-employed freelancer has acted dishonestly.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

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**Control of defence**

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

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

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**Special definitions  
for this section**

<b>Abuse or molestation</b>	<b>Bodily injury</b> directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Employee</b>	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for <b>you</b> in connection with <b>your activities</b> who is: <ul style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed and working on a labour only basis under <b>your</b> control or supervision;</li><li>d. engaged by labour only sub contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary worker engaged with <b>your</b> permission.</li></ul>
<b>Fundraising activities</b>	The following fundraising activities arranged by <b>you</b> that occur within the <b>geographical limits</b> : <ul style="list-style-type: none"><li>a. clerical and non-manual work;</li><li>b. domestic work, including domestic gardening, or car cleaning but not building alterations or repair;</li><li>c. exhibitions, craft fairs or fetes;</li><li>d. sponsored walks or hikes;</li><li>e. charity dinners, luncheons or quiz nights;</li><li>f. family fun days;</li><li>g. any other activity not specifically excluded in this section of the <b>policy</b>.</li></ul>
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.
<b>Your activities</b>	<b>Your</b> activities, including <b>fundraising activities</b> , declared to <b>us</b> and accepted by <b>us</b> , undertaken with <b>your</b> full knowledge and authority and under <b>your</b> control or the control of an authorised <b>employee</b> .

## What is covered

Claims against you	<p>If, as a result of <b>your activities</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"> <li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li> <li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li> </ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any <b>employee</b> of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or <b>employees</b> or any spouse of any such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b> incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland other than:</p> <ol style="list-style-type: none"> <li>where indemnity arises out of the ownership or occupation of land or buildings;</li> <li>where indemnity is provided by any other insurance.</li> </ol>
Claims against principals	<p>If, as a result of <b>your activities</b>, any party brings a claim, which falls within the scope of <b>what is covered</b>, claims against you, against a customer or client of <b>your activities</b> for whom you are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer or client that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> <li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> <li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li> <li>gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li> </ol>
Cross liabilities	<p>If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>
Criminal proceedings costs	<p>If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> or any <b>employee</b> of <b>yours</b>.</p>
<b>Additional cover</b>	
Court attendance compensation	<p>If any person within the definition of <b>you</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day that their attendance is required by <b>our</b> solicitor.</p>
Loss of third party keys	<p><b>We</b> will pay the reasonable costs to replace locks, keys or electronic pass cards of third parties following <b>your</b> loss of their keys or electronic pass cards for which <b>you</b> are legally responsible.</p>
Unauthorised use of third party telephones by your employees	<p><b>We</b> will pay for the sums <b>you</b> have to pay as compensation to third parties following the unauthorised use of their telephone system by any of <b>your employees</b> during the <b>period of insurance</b>, provided that the unauthorised use is notified to <b>us</b> within three months of its happening.</p>

What is not covered	
Property for which you are responsible	<p>A. We will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to:               <ol style="list-style-type: none"> <li>a. vehicles or personal effects belonging to <b>your employees</b> or visitors, while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your activities</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement.</li> </ol> </li> <li>2. the ownership, possession, maintenance or use by <b>you</b> or on <b>your</b> behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.               <p>This does not apply to:</p> <ol style="list-style-type: none"> <li>a. any <b>tool of trade</b>;</li> <li>b. the loading or unloading of any vehicle off the highway.</li> </ol> </li> </ol>
Injury to employees	3. <b>bodily injury</b> to any <b>employee</b> ;
Pollution	<ol style="list-style-type: none"> <li>4. a. i. any <b>pollution</b> of buildings or other structures or of water or land or the atmosphere; or               <ol style="list-style-type: none"> <li>ii. any <b>bodily injury</b> or <b>property damage</b> directly or indirectly caused by <b>pollution</b>, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the <b>period of insurance</b>;</li> </ol> </li> <li>b. any <b>pollution</b> occurring in the United States of America or Canada.</li> </ol>
Computer virus	5. transmission of a computer <b>virus</b> ;
Professional advice	6. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> ;
Your products	<ol style="list-style-type: none"> <li>7. the costs of repairing, reconditioning or replacing any <b>product</b> or any of its parts;</li> <li>8. a. any of <b>your products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</li> <li>b. any of <b>your products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>your products</b>.</li> </ol>
Inefficacy	9. <b>inefficacy</b> ;
Deliberate or reckless acts	10. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated;
Contracts	11. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	12. <b>date recognition</b> ;
War, terrorism and nuclear	13. <b>war, terrorism</b> or <b>nuclear risks</b> ;
Asbestos	14. <b>asbestos risks</b> ;
Abuse or molestation	15. <b>abuse or molestation</b> ;



## Public and products liability (Charity)

### Policy wording

Fundraising activities	<p>16. a. any activity involving the use of or provision of any:</p> <ul style="list-style-type: none"> <li>i. mechanically driven rides or any activities at speeds exceeding ten miles per hour; or</li> <li>ii. playground equipment or inflatable play equipment including but not limited to bouncy castles, slides and rides; or</li> <li>iii. fireworks, bonfires, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or</li> <li>iv. weapons; or</li> <li>v. sporting or roller skates, blades or boards.</li> </ul> <p>b. any activity taking place:</p> <ul style="list-style-type: none"> <li>i. in or on water; or</li> <li>ii. underground; or</li> <li>iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure.</li> </ul> <p>c. aerial activity of any kind including bungee jumping;</p> <p>d. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons;</p> <p>e. any kind of race, endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of <b>bodily injury</b> including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting or commando challenge;</p> <p>f. horse riding or any other equestrian activities;</p> <p>g. gymnastics or trampolining;</p> <p>h. extreme activity including but not limited to mountaineering, rock-climbing or potholing;</p> <p>i. any activity that requires the use of guides or ropes (other than tug of war);</p> <p>j. any contact sport or professional sports of any kind;</p> <p>unless declared to <b>us</b> and agreed by <b>us</b>.</p> <p>B. <b>We</b> will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract;
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages;
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts;
Work undertaken outside the geographical limits	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .

## How much we will pay

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

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

**Special limits**

Products	For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.				
Pollution	For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> , including any claims forming part of a series of other claims regarded as one claim under this section. The most <b>we</b> will pay for defence costs in relation to <b>pollution</b> claims is the amount shown in the schedule. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.				
Claims brought in against you in USA/Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.				
Criminal proceedings costs	The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .				
Court attendance compensation	<p><b>We</b> will pay <b>you</b> the following compensation for each day, or part day:</p> <table border="0" style="margin-left: 20px;"> <tr> <td style="padding-right: 20px;">1. <b>You</b> or <b>your</b> partner or director</td> <td>£250</td> </tr> <tr> <td>2. Any other <b>employee</b></td> <td>£100</td> </tr> </table> <p>The most <b>we</b> will pay for the total of all court attendance compensation is £10,000.</p>	1. <b>You</b> or <b>your</b> partner or director	£250	2. Any other <b>employee</b>	£100
1. <b>You</b> or <b>your</b> partner or director	£250				
2. Any other <b>employee</b>	£100				
Loss of third party keys	The most <b>we</b> will pay in total for the costs of replacing third parties' keys or electronic pass cards in any one <b>period of insurance</b> is the amount shown in the schedule. <b>You</b> must pay the relevant excess shown in the schedule.				
Unauthorised use of client telephones	For claims arising from the unauthorised use of third parties' telephone systems, the most <b>we</b> will pay for the total of all such claims in any one <b>period of insurance</b> is the amount shown in the schedule. <b>You</b> must pay the excess for this additional cover shown in the schedule.				
Paying out the limit of indemnity	At any stage <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for those claims or their <b>defence costs</b> .				

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**Your obligations**

**We** will not make any payment under this section:

If a problem arises	<ol style="list-style-type: none"> <li>1. unless <b>you</b> notify <b>us</b> promptly of any claim or threatened claim against <b>you</b>. For claims arising out of <b>bodily injury</b>, <b>you</b> must notify <b>us</b> immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, <b>you</b> must confirm the facts in writing within 30 days with as much information as is available. <ul style="list-style-type: none"> <li><b>You</b> should make this notification directly to <b>us</b> (and <b>your</b> insurance adviser, if <b>you</b> have one) as follows, ensuring you quote your policy number: <ul style="list-style-type: none"> <li>By email to liability.claims@hiscox.com; or</li> <li>By post to Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.</li> </ul> </li> </ul> </li> <li>2. unless you notify us as soon as practicable of: <ol style="list-style-type: none"> <li>a. <b>your</b> discovery that <b>products</b> are defective;</li> <li>b. any threatened criminal action by any governmental, administrative or regulatory body.</li> </ol> </li> <li>3. if, when dealing with <b>your</b> client or a third party, <b>you</b> admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. <b>You</b> must also not reveal the amount of cover available under this insurance, unless <b>you</b> had to give these details in negotiating a contract with <b>your</b> client or have <b>our</b> prior written agreement.</li> </ol>
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## Public and products liability (Charity)

### Policy wording

#### Correcting problems

**We** will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

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#### Control of defence

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

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

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**Special definitions for this section**

<b>Bodily injury</b>	Death or any bodily or mental injury or disease.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Employee</b>	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland working for <b>you</b> in connection with <b>your activities</b> who is:</p> <ol style="list-style-type: none"><li>employed by <b>you</b> under a contract of service or apprenticeship;</li><li>hired to or borrowed by <b>you</b>;</li><li>self-employed and working on a labour only basis under <b>your</b> control or supervision;</li><li>engaged by labour only sub contractors;</li><li>a labour master or a person supplied by him;</li><li>engaged under a work experience or training scheme;</li><li>a voluntary worker engaged with <b>your</b> permission.</li></ol>
<b>Terrorism</b>	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>Your activities</b>	<b>Your</b> activities declared to us and accepted by us, undertaken with <b>your</b> full knowledge and authority and under <b>your</b> control or the control of an <b>employee</b> .

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**What is covered**

Claims against you	<p>If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> .
Claims against principals	<p>If, as a result of <b>your activities</b>, any party brings a claim, which falls within the scope of <b>what is covered</b>, claims against you, against a customer or client of <b>yours</b> for whom you are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer or client that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"><li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ol>

Unsatisfied court judgments	<p>If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, <b>we</b> will pay to the <b>employee</b> at <b>your</b> request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none"><li>the <b>bodily injury</b> is caused during the <b>period of insurance</b> and arises out of and in the course of his or her employment in <b>your activities</b>; and</li><li><b>we</b> would have covered <b>your</b> liability if <b>you</b> had caused the <b>bodily injury</b>; and</li><li>there is no appeal outstanding; and</li><li>the <b>employee</b> assigns his or her judgment to <b>us</b>.</li></ol>
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**Additional cover**

Court attendance compensation	<p>If any person within the definition of <b>you</b> has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day, or part of a day, that their attendance is required by <b>our</b> solicitor.</p>
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**What is not covered**

	<p><b>We</b> will not make any payment for:</p> <ol style="list-style-type: none"><li>any claim or loss directly or indirectly due to:<ol style="list-style-type: none"><li>any act, breach or omission <b>you</b> deliberately or recklessly commit, condone or ignore;</li><li>any <b>bodily injury</b> caused to any of <b>your employees</b> while they are offshore. An <b>employee</b> is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform;</li><li>any <b>bodily injury</b> to any <b>employee</b> while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where <b>you</b> are entitled to indemnity from any other source.</li></ol></li><li>any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.<p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p></li></ol>
Deliberate or reckless acts	
Offshore	
Road traffic legislation	
Claims outside the applicable courts	

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**How much we will pay****Special limits**

Terrorism	<p>The most <b>we</b> will pay for claims and their <b>defence costs</b> arising from <b>terrorism</b> is the amount shown in the schedule. If <b>we</b> decide that this limit applies to a claim, it is <b>your</b> responsibility to prove that the claim does not arise from <b>terrorism</b>.</p>
Criminal proceedings costs	<p><b>We</b> will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b>.</p>
Court attendance compensation	<p><b>We</b> will pay <b>you</b> the following compensation for each day, or part day:</p> <ol style="list-style-type: none"><li><b>you</b> or <b>your</b> partner or director £250</li><li>any other <b>employee</b> £100</li></ol> <p>the most <b>we</b> will pay for the total of all court attendance compensation is £10,000.</p>

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**Your obligations**

If a problem arises

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.

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

by email to [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com)

by post to Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body;
3. if, when dealing with **your employee** or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

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**Control of defence**

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

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**Compulsory insurance clause**

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

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

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**Special definitions for this section**

<b>Hacker</b>	Anyone who maliciously targets <b>you</b> and gains unauthorised access to <b>your</b> website, intranet, computer system, network, telephony equipment or data that <b>you</b> hold electronically.
<b>Personal effects</b>	Articles worn, used or carried about the person.
<b>Portable equipment</b>	Portable equipment used in connection with <b>your business</b> which belongs to <b>you</b> or for which <b>you</b> are legally responsible, including: <ol style="list-style-type: none"><li>1. <b>computers</b> including laptops and tablets;</li><li>2. mobile phones;</li><li>3. television and video equipment;</li><li>4. tools;</li><li>5. accessories associated with any of the above;</li><li>6. goods held in trust.</li></ol>

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**What is covered**

**We** will insure **you** against **damage** occurring during the **period of insurance** to **portable equipment** within the **geographical limits**.

**Additional cover**

The following are also provided up to the amount shown in the schedule:

Reconstitution of electronic data	1. the reasonable costs of reconstituting the data <b>you</b> need to continue <b>your business</b> , if <b>your</b> electronic <b>business</b> records and electronic data have been lost or distorted as a direct result of <b>damage</b> covered under this section.
Additions to portable equipment	2. <b>damage</b> occurring during the <b>period of insurance</b> to any additional <b>portable equipment</b> , provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.

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**What is not covered**

**We** will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation or any gradually operating cause;
  - b. theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment;
  - c. a **virus** or **hacker**;
  - d. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire.
2. **damage** to **portable equipment** away from the **business premises** unless the **portable equipment** is in **your** care, custody, or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or premises.
3. **damage** to **portable equipment** being cleaned, worked on or maintained.
4. **damage** to any **portable equipment** directly resulting from its own **failure**.
5. **damage** to **personal effects**.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. loss or distortion of information resulting from error or malfunction of **portable equipment**.
8. the value to **you** of any lost or distorted information.

## Property – portable equipment

### Policy wording

9. unexplained loss or disappearance.
10. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
11.
  - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
  - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.
 

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.
12. any indirect losses which result from the incident which caused **you** to claim.
13. **war, confiscation and nuclear risks**.
14. the amount of the **excess**.

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### How much we will pay

Repair and replacement	<p><b>We</b> will pay up to the <b>amount insured</b> shown in the schedule unless limited below or in the schedule.</p> <p>At <b>our</b> option <b>we</b> will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> <li>1. for <b>portable equipment</b> the cost of repair or replacement as new;</li> <li>2. for goods held in trust, the lesser of:           <ol style="list-style-type: none"> <li>i. <b>your</b> liability in respect of the goods held in trust;</li> <li>ii. the cost of repair or replacement at the trade market value of such goods.</li> </ol> </li> </ol>
Under insurance	<p>If, at the time of <b>damage</b>, the <b>amount insured</b> is less than 85% of the total value of the <b>portable equipment</b>, the amount <b>we</b> pay will be reduced in the same proportion as the under insurance.</p>
Other interests	<p>Any payment <b>we</b> make will take into account the interest of any party having an insurable interest in the <b>portable equipment</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.</p>

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### Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> which might be covered.</p> <p><b>You</b> must report to the police or relevant local authority, as soon as reasonably possible, any <b>damage</b> arising from theft, attempted theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.</p> <p><b>You</b> must arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged <b>portable equipment</b>. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</p>
Backing-up electronic data	<p><b>We</b> will not make any payment for reconstitution of electronic data unless <b>you</b> take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the <b>business premises</b>.</p>



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

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### Special definitions for this section

<b>Bail costs</b>	Costs incurred with our prior written agreement to pay for a bond or other financial instrument to guarantee an <b>insured person's</b> bail or equivalent in any other jurisdiction.
<b>Claim</b>	Any written demand or civil, criminal, regulatory or arbitration proceeding made against an <b>insured person</b> seeking monetary damages or other legal relief alleging a <b>wrongful act</b> .
<b>Crisis containment costs</b>	Costs incurred in utilising the services of Chelgate Limited following a <b>claim</b> to prevent, limit or mitigate the actual or anticipated adverse or negative publicity or media attention of <b>you</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any <b>claim</b> made against an <b>insured person</b> or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any <b>claim</b> .
<b>Employee</b>	Any person under a contract of service with <b>you</b> or any person directly engaged by <b>you</b> with or without payment including any volunteer solely whilst under <b>your</b> control in connection with your <b>business</b> .
<b>Employment claim</b>	A <b>claim</b> by any <b>employee</b> for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other <b>claim</b> as a result of the employment or non-employment by <b>you</b> of any current, former or potential <b>employee</b> .
<b>Health and safety/ manslaughter claim</b>	Any <b>claim</b> against any <b>insured person</b> alleging involuntary, constructive or gross negligence manslaughter or any <b>claim</b> under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.
<b>Extradition proceeding</b>	Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.
<b>Insured person</b>	<ol style="list-style-type: none"><li>any natural person who was, is or during the <b>period of insurance</b> becomes a trustee, committee member, volunteer, director or officer of <b>you</b>.</li><li>any de facto director whilst acting in such capacity for <b>you</b>.</li><li>any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.</li><li>any <b>employee</b> of <b>you</b>.</li><li>the lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a <b>claim</b> against that person.</li><li>the estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a <b>claim</b> against that person.</li></ol> <p><b>Insured person</b> does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
<b>Investigation</b>	An official examination, official enquiry or official investigation into <b>you</b> or <b>any insured person</b> conducted by any regulator, government department or other body legally empowered.  Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to <b>your</b> or <b>any insured person's</b> conduct.
<b>Legal representation costs</b>	Reasonable and necessary legal costs, fees, charges and expenses for which any <b>insured person</b> is legally liable, incurred with <b>our</b> prior written consent (not including remuneration of any <b>insured person</b> or other additional costs of <b>yours</b> ) for legal representation directly in relation to an <b>investigation</b> .

## Charities - Trustees and individual liability

### Policy wording

<b>Loss</b>	<p>The amount any <b>insured person</b> becomes legally liable to pay in respect of a <b>claim</b> including <b>defence costs, legal representation costs</b>, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with <b>our</b> prior written agreement (which shall not be unreasonably withheld).</p> <p><b>Loss</b> does not include:</p> <ol style="list-style-type: none"><li>any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits;</li><li>punitive and exemplary damages in relation to an <b>employment claim</b>;</li><li>the multiplied portion of any damages award unless awarded for defamation.</li></ol>
<b>Pollutant</b>	<p>Any contaminant, irritant or other substance, including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).</p>
<b>Pollution</b>	<p>Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant.</p>
<b>Retired trustee</b>	<p>Any <b>insured person</b> no longer acting in such capacity</p>
<b>Subsidiary</b>	<p>Any entity in which <b>you</b>:</p> <ol style="list-style-type: none"><li>own directly or through one or more of <b>your</b> subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or</li><li>control a majority of its voting rights under a written agreement with other shareholders or members.</li></ol> <p>If an entity ceases to be a <b>subsidiary</b> during the <b>period of insurance</b>, cover will continue but only for a <b>claim</b> against <b>you</b> or an <b>insured person</b> arising from a <b>wrongful act or employment practice wrongful act</b> committed before it ceased to be a <b>subsidiary</b>.</p>
<b>Wrongful act</b>	<p>Any actual or alleged act, error or omission committed or attempted by an <b>insured person</b> arising from the performance of the <b>insured person's</b> duties in their capacity as <b>your</b> trustee, committee member, volunteer, director, officer or <b>employee</b> including:</p> <ol style="list-style-type: none"><li>breach of any duty, including fiduciary or statutory duty;</li><li>breach of trust;</li><li>negligence, negligent misstatement, misleading statement or negligent misrepresentation;</li><li>defamation;</li><li>wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);</li><li>breach of warranty of authority;</li><li>any other act, error or omission attempted or allegedly committed or attempted by an <b>insured person</b> solely because of their status as a director, officer or <b>employee</b> of <b>you</b>.</li></ol>
<b>You / your</b>	<p>Also includes any <b>subsidiary</b>, and any <b>subsidiary</b> created or acquired during the <b>period of insurance</b> provided that the newly created or acquired <b>subsidiary</b>:</p> <ol style="list-style-type: none"><li>is not domiciled in the United States of America;</li><li>does not trade any of its <b>securities</b> on any United States of America exchange;</li></ol> <p>but only for a <b>claim</b> against an <b>insured person</b> arising from a <b>wrongful act</b> committed after the date of creation or acquisition of such <b>subsidiary</b>.</p> <p>If <b>you</b> require cover for any newly created or acquired <b>subsidiaries</b> which do not fall within the above parameters, <b>we</b> will consider providing cover subject to <b>you</b> providing all appropriate information. <b>We</b> shall be entitled to amend the terms and conditions of this section during the <b>period of insurance</b> and may charge a reasonable additional premium.</p>

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**What is covered**

Claims against an insured person	<b>We will pay on behalf of any insured person the loss arising from a claim first made during the period of insurance against any insured person for any wrongful act within the geographical limits.</b>
Charity/'not for profit' body reimbursement	<b>We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a claim first made during the period of insurance against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess (if any) shown in the schedule.</b>  If you are permitted or obliged to provide such payment but fail to do so for any reason other than your insolvency, we will pay the amount of the claim less the relevant excess regardless of whether you advanced payment or indemnified an insured person for such loss.
Employment claims	<b>We will pay on behalf of an insured person the loss arising from an employment claim first made against an insured person during the period of insurance brought by a current, former or potential employee of yours.</b>  This cover does not apply if the insured person is covered under the employment practices liability section of this policy.
Extradition proceedings	<b>We will pay on your behalf the loss arising from any extradition proceeding against any insured person during the period of insurance.</b>
Health and safety/manslaughter	<b>We will pay on your behalf loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a health &amp; safety/manslaughter claim (or equivalent legislation in any other jurisdiction) against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess shown in the schedule.</b>  This cover will only apply excess of any other insurance and indemnification available from any other source.
Pension/employee benefit schemes claims	<b>We will pay on your behalf loss in respect of a claim arising from an insured person's operation or administration of any pension or employee benefit scheme or trust fund.</b>
Pollution claims	<b>We will pay on your behalf loss in respect of a claim arising from pollution.</b>
Representation costs	<ol style="list-style-type: none"><li><b>We will pay on behalf of any insured person the legal representation costs arising from an investigation where your or an insured person's attendance is required first notified as being required during the period of insurance,</b></li><li><b>We will pay on your behalf the legal representation costs arising from an investigation where an insured person's attendance is required which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.</b></li></ol>
Bail costs	<b>We will pay on behalf of any insured person bail costs arising from a claim against an insured person for a wrongful act within the geographical limits.</b>  The limit provided under this cover shall be 10% of the total limit shown on the schedule or £250,000 whichever is the lesser. This limit shall form part of the total aggregate limit for this section shown in the schedule.
Crisis containment costs	<b>We will pay on behalf of any insured person the crisis containment costs arising from a claim.</b>  The limit provided under this cover shall be limited to a maximum of £25,000 per policy. This limit shall be in addition to the total aggregate limit for this section shown in the schedule.  For the avoidance of doubt, should the Professional and legal liability section of this policy also be effected, only one crisis containment costs limit shall apply.

What is not covered	A. We will not make any payment for any <b>claim, loss or investigation</b> :
Deliberate or dishonest acts	1. based upon, attributable to or arising out of: <ol style="list-style-type: none"> <li data-bbox="510 392 1457 459">i. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any <b>insured person</b>;</li> <li data-bbox="510 459 1457 526">ii. an act intended to secure or which does secure a personal profit or advantage to which any <b>insured person</b> was not legally entitled.</li> <li data-bbox="510 526 1457 593">iii. an act intended to secure or which does secure a profit for any other company where an <b>insured person</b> is a director, officer or employee of such company.</li> </ol> This exclusion will only apply after a judgment or other final adjudication or an admission by an <b>insured person</b> that such act did occur.
Charity commissioners	2. based upon, attributable to or arising out of an act which an <b>insured person</b> knew, or must be assumed to have known, was not in the interests of the charity or where the <b>insured person</b> did not care whether it was in your best interests or not.
Prior claims, investigations and circumstances	3. based upon, attributable to or arising out of any <b>claim, investigation</b> or circumstance which <b>you</b> were aware of, or that has been reported under any policy existing or expired, prior to the start of the <b>period of insurance</b> .
Prior litigation	4. based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an <b>insured person</b> or <b>you</b> initiated prior to the date shown under the prior and pending litigation date in the schedule.
Defined benefit pension schemes	5. based upon, attributable to or arising out of an <b>insured person's</b> operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Claims in the United States of America	6. based upon, attributable to or arising out of any <b>wrongful act</b> committed or attempted in the United States of America.
Bodily injury or property damage	7. based upon, attributable to or arising from or mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property unless arising directly from any designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> .  This exclusion shall not apply to any <b>health and safety/manslaughter claim</b> . This cover will only apply <b>excess</b> of any other insurance and indemnification available from any other source.
Takeovers and mergers	8. based upon, attributable to or arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> after <b>you</b> merge or consolidate with another company.  In the event of a <b>subsidiary</b> ceasing during the <b>period of insurance</b> to be a <b>subsidiary</b> cover under this section shall be amended to apply solely to <b>loss</b> arising out of any <b>claim</b> for a <b>wrongful act</b> committed by an <b>insured person</b> prior to the effective date of sale or dissolution.

### Special conditions

#### General terms

The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each **insured person** and to **you**, except for General condition 3. Premium payment, which applies only to **you**.

General condition 1, paragraph 2, shall not apply to this section. Under this section only **we** waive **our** right to rescind the **policy** on the grounds of non-disclosure or mis-representation.

General condition 5. Cancellation will only apply to this section at the end of the **period of insurance** or anniversary date whichever comes first.

**You** agree to act on behalf of all the **insured persons** as regards paying the premium and giving or receiving notice of all matters relevant to this section.

## Charities - Trustees and individual liability

### Policy wording

Information provided by  
an Insured person

All information which any **insured person** provides before **we** agreed to insure **you** will be considered as a separate application for each **insured person** and as such the knowledge of or any statement made by an **insured person** will not be imputed to any other **insured person** for the purposes of determining whether cover is available for any **claim** against such other **insured person**.

Extended notification period

If **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, **you** may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If **you** do so, the first paragraph of item 1 under **Your Obligations** will then be amended to:

**We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

This extended notification period is only available if:

- a. **we** receive **your** written notice of purchase and **your** premium within 30 days following the end of the **period of insurance**; and
- b. this section of the **policy** is not replaced or succeeded by any other policy providing directors' and officers' liability cover; and
- c. at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

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

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

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

**You** will not have the right to purchase an extended notification period if **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital or if cover under this section is continued solely as a result of the Retired trustees special condition.

Takeovers and mergers  
extended notification period

In the event that **you** merge or consolidate with another company during the period of insurance you may on payment of an additional premium of 200% of the annual section premium request that this section continue in force for a period of 72 months from the expiry date of the current period of insurance, provided that such extension shall only apply to claims arising from any wrongful act committed or alleged prior to the date of such takeover or merger.

The extended notification period and retired trustees special condition shall not apply to any such extension.

Retired trustees

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who retires prior to the date of non-renewal for reasons other than disqualification from holding such a position, this section shall continue in force for a period of 120 months from the date of non renewal (the 'run-off period'), provided that:

- a. this section shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of retirement of the **insured person**;
- b. the run-off period shall run concurrently with any extended notification period;
- c. no similar insurance is effected elsewhere.

Additional defence costs

In the event that the limit of indemnity is exhausted **we** will provide an additional limit of indemnity of £250,000 in the aggregate, provided that the **insured person** has not been the subject of a previous **claim** for a **wrongful act** or series of **wrongful acts** that led to the exhaustion of the limit of indemnity.

This limit applies to the payment of **defence costs** only.

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**How much we will pay**

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation expenses** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

**You** must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

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

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**Your obligations**

Notification

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 45 days after it expires:
  - a. The **insured person's** first awareness of any **wrongful act**.  
If **we** accept the **insured person's** notification **we** will regard any subsequent **claim** as notified to this insurance.
  - b. Any **claim** or threatened **claim** against the **insured person** or the **insured person's** lawful spouse, civil or unmarried partner of any person.
  - c. Any **investigation** into **you**.
  - d. The start of any disqualification proceedings against any **insured person**.
  - e. Any threat to start proceedings against any **insured person** for pollution.
2. **You** may notify **us** of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.
3. If any **insured person** prior to the **period of insurance** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**, that **insured person** will have no cover under this section.

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**Control of defence and payment of a claim**

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

Any **insured person** may with **our** prior written approval appoint legal representation. However, where a **claim** is made against more than one **insured person** the same legal representative should be used unless there is a material conflict of interest between **insured persons**.

If it is not possible to obtain **our** consent prior to incurring **defence costs** we will give retrospective consent provided our consent is obtained within 14 days of first incurrence of such **defence costs**.

**We** shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

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



## Charities - Trustees and individual liability

### Policy wording

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

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

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### Crisis containment costs contact details

24 hour crisis line: Telephone 0207 9397 999

Main contacts – Terence Fane-Saunders/James Darley

Chelgate can also be contacted at: No 1 Tanner Street, London, SE1 3LE

Tel: 020 7939 7939

Fax: 020 7939 7938

Email: [hiscox@chelgate.com](mailto:hiscox@chelgate.com)

Web: [www.chelgate.com](http://www.chelgate.com)

**You** will be asked to provide **your policy** number and to confirm that a **claim** has been notified to **us**.

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

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### Special definitions for this section

<b>Benefits</b>	Any compensation awarded to an <b>employee</b> other than basic remuneration including but not limited to health benefits, amounts due in respect of employee benefit or pension scheme, share or stock options, incentives or deferred compensation.
<b>Claim</b>	Any written demand or civil, criminal, regulatory or arbitration proceeding made against <b>you</b> or an <b>insured person</b> seeking monetary damages or other legal relief alleging an <b>employment practice wrongful act</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any <b>claim</b> made against <b>you</b> or an <b>insured person</b> or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any <b>claim</b> .
<b>Employee</b>	Any person under a contract of service with <b>you</b> or any person directly engaged by <b>you</b> with or without payment including any volunteer solely whilst under <b>your</b> control in connection with your <b>business</b> .
<b>Employment claim</b>	A <b>claim</b> by any <b>employee</b> for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other <b>claim</b> as a result of the employment or non-employment by <b>you</b> of any current, former or potential <b>employee</b> .
<b>Employment practice wrongful act</b>	Any actual or alleged act, error or omission committed or attempted by <b>you</b> or an <b>insured person</b> or by any third party where <b>you</b> are held vicariously liable relating to any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related mis-representation, wrongful deprivation or a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy or any other <b>claim</b> arising solely as a result of the employment by <b>you</b> of any current, former or prospective <b>employee</b> .
<b>Insured person</b>	<ol style="list-style-type: none"><li>1. any natural person who was, is or during the <b>period of insurance</b> becomes a trustee, committee member, volunteer, director or officer of <b>you</b>.</li><li>2. any de facto director whilst acting in such capacity for <b>you</b>.</li><li>3. any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.</li><li>4. Any <b>employee</b> of <b>you</b>.</li><li>5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a <b>claim</b> against that person.</li><li>6. The estates, heirs or legal representatives of any person in above who has died or become incapacitated, insolvent or bankrupt but only for a <b>claim</b> against that person.</li></ol> <p><b>Insured person</b> does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
<b>Investigation</b>	An official examination, official enquiry or official investigation into <b>you</b> conducted by any Regulator, Government Department or other body legally empowered.  Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to <b>your</b> or any <b>insured person's</b> conduct.
<b>Legal representation costs</b>	Reasonable and necessary legal costs, fees, charges and expenses for which <b>you</b> are legally liable, incurred with <b>our</b> prior written consent (not including remuneration of any <b>insured person</b> or other additional costs of <b>yours</b> ) for legal representation directly in relation to an <b>investigation</b> .



## Charities - Employment practices liability

### Policy wording

#### Subsidiary

Any entity in which **you**:

1. own directly or through one or more of **your** subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or
2. control a majority of its voting rights under a written agreement with other shareholders or members.

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a **claim** against **you** or an **insured person** arising from a **wrongful act or employment practice wrongful act** committed before it ceased to be a **subsidiary**.

#### Loss

The amount **you** and/or any **insured person** becomes legally liable to pay in respect of a **claim** including **defence costs, legal representation costs**, awards of damages, awards of costs, settlements with **our** prior written agreement (which shall not be unreasonably withheld).

**Loss** does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an **employment claim** or the multiplied portion of any damages award.

#### Retaliation

Any **claim** brought against an **employee** relating to any actual or alleged action taken by such **employee** exercising or attempting to exercise their rights under law.

#### You/your

Also includes:

1. any **subsidiary**;
2. any **subsidiary** created or acquired during the **period of insurance** provided that the number of the subsidiary's employees does not exceed 20% of the existing number employed by **you**, but only for a **claim** against **you** or an **Insured person** arising from an **employment practice wrongful act** committed after the date of acquisition.

## What is covered

#### Claims by employees

**We** will pay on **your** behalf the **loss** arising from a **claim** by an **employee** first made during the **period of insurance** against **you** or an **insured person** for an **employment practice wrongful act**.

**You** must pay the relevant **excess** (if any) shown in the schedule. This **excess** shall not apply to any **claim** brought solely against an **insured person**.

#### Claims by others

**We** will pay on **your** behalf the **loss** arising from a **claim** by anyone other than an **employee** first made during the **period of insurance** against **you** for an **employment practice wrongful act**.

**You** must pay the relevant **excess** (if any) shown in the schedule. This **excess** shall not apply to any **claim** brought solely against an **Insured person**.

#### Representation costs

**We** will pay on behalf of **you** or any **insured person** the **legal representation costs** where **your** or an **insured person's** attendance is required arising from an **investigation** first notified as being required during the **period of insurance**.

## What is not covered

A. **We** will not make any payment for any **claim, loss or investigation**:

1. based upon, attributable to or arising out of:
  - a. membership or non-membership of any trade union or equivalent labour organisation or any involvement in trade union activities;
  - b. **your** failure to act in accordance with any collective bargaining agreement.

The above shall not apply to any **claim** for **retaliation**.

2. based upon, attributable to or arising out of any responsibility, duty or obligation imposed by law in relation to health & safety, unemployment, social security, retirement or disability benefits or any similar law whether statutory or common law.

The above shall not apply to **retaliation**.

## Charities - Employment practices liability

### Policy wording

Matters insurable elsewhere	3.	for the death or any bodily or mental injury or emotional distress suffered by anyone, or the loss, damage or destruction of any tangible property, other than emotional distress directly arising from any <b>employment practice wrongful act</b> .
Prior claims, investigations and circumstances	4.	based upon, attributable to or arising out of any <b>claim, investigation</b> or circumstance which <b>you</b> were aware of, or that has been reported under any policy existing or expired, prior to the start of the <b>period of insurance</b> .
Claims in the United States of America	5.	based upon, attributable to or arising out of any <b>employment practice wrongful act</b> committed or attempted in the United States of America.
Prior litigation	6.	based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an <b>insured person, you</b> or an <b>outside entity</b> initiated prior to the date shown under the prior and pending litigation date in the schedule.
Deliberate or dishonest acts	7.	based upon, attributable to or arising out of a dishonest or fraudulent act or omission or committed by any <b>insured person</b> .  This exclusion shall only apply after a judgment or other final adjudication or an admission by an <b>insured person</b> such act did occur.  In applying the above, the actions of any <b>insured person</b> shall not be imputed to any other <b>insured person</b> for the purposes of determining whether cover is available for any <b>claim</b> against such other <b>insured person</b> .
Specific activities	B.	<b>We will not make any payment other than defence costs or legal representation costs:</b>
	1.	based upon, attributable to or arising out <b>your</b> failure to pay any amount <b>you</b> are contractually committed to pay to an <b>employee</b> including but not limited to any payments for contractual or statutory notice periods or breach of any obligation pursuant to any minimum wage legislation or <b>benefits</b> payable.
	2.	based upon, attributable to or arising out <b>your</b> failure to pay taxes.
Non-compensatory payments	3.	based upon, attributable to or arising out any non-pecuniary or injunctive relief.
	4.	based upon, attributable to or arising out of anyone else's liability which <b>you</b> are legally obliged to assume under any contract or agreement. This does not apply to any <b>claim</b> that would have resulted in the absence of such contract or agreement.
	5.	based upon, attributable to or arising out any amount in respect of the costs of complying or refusing to comply with a court or other order for the reinstatement of an <b>employee</b> , however this shall not apply to basic remuneration from the original date of dismissal to the date of court or other order.

## Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each <b>insured person</b> and to <b>you</b>, except for General condition 4. Premium payment, which applies only to <b>you</b>.</p> <p>General condition 1, paragraph 2 and General claims condition 2 shall only apply to <b>you</b>.</p> <p>General condition 2 shall not apply to this section.</p> <p><b>You</b> agree to act on behalf of all the <b>insured persons</b> as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Extended notification period	<p>If <b>we</b> or <b>you</b> refuse to renew this section of the <b>policy</b> for any reason other than non-payment of premium, <b>you</b> may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If <b>you</b> do so, the first paragraph of item 1 under <b>Your Obligations</b> will then be amended to:</p> <p><b>We</b> will not make any payment under this section:</p> <ol style="list-style-type: none"> <li>1. unless <b>you</b> notify <b>us</b> promptly of the following within the <b>period of insurance</b> or at the latest within 12 months after it expires:</li> </ol>

## Charities - Employment practices liability

### Policy wording

This extended notification period is only available if:

- a. **we** receive **your** written notice of purchase and **your** premium within 45 days following the end of the **period of insurance**; and
- b. this section of the **policy** is not replaced or succeeded by any other policy providing employment practices liability cover; and
- c. at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

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

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

**We** will not make any payment for a **claim** due to an **employment practice wrongful act** committed or alleged to have been committed after the end of the original **period of insurance**.

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

**You** will not have the right to purchase an extended notification period if **you** merge or consolidate with another company.

Excess reduction for  
Business HR audit

If **you** complete and implement any recommendations of an online audit by Business HR at **your** own cost, **we** agree to reduce the excess shown in the schedule by 50%.

Takeovers and  
acquisitions

If during the **period of insurance** **you** acquire or create a **subsidiary** where the number of employees exceeds 20% of the total number already employed by **you**, then this section will cover that **subsidiary** for 30 days after its acquisition or creation. Cover will not extend beyond this period unless **we** have received written notice containing full details of such acquisition or creation and **we** have agreed by written endorsement to provide cover and **you** have paid any additional premium. **We** will not provide any cover for any **claim** arising from an **employment practice wrongful act** occurring prior to the acquisition or creation, unless **we** specifically agree to do so.

No cover will be available under this section for claims based on any **employment practice wrongful act** occurring after the date of:

- a. **your** acquisition by, or **your** merger or consolidation with another entity so that **you** are not the surviving entity;
- b. the appointment of a liquidator, trustee, receiver or any similar official; or

unless **we** have received prior written notice and **we** have agreed by written endorsement to provide cover and **you** have paid any additional premium.

In the event of a **takeover or merger** occurring during the period of insurance **we** may extend the **policy** to continue in force for a period of up to 72 months from the expiry date of the current **period of insurance**, provided that such extension shall only apply to **claims** arising from any **employment practice wrongful act** committed or alleged prior to the date of takeover or merger.

The above extension shall be at **our** sole discretion and will be subject to such additional terms and conditions and premium as **we** may require. The extended notification period special condition shall not apply to any such extension.

### How much we will pay

Paying out the limit of indemnity

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on an **insured person's** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse, civil or unmarried partner.

Each **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

**You** must pay the relevant **excess** shown in the schedule. The **excess** shall not apply to any **claim** or **investigation** made solely against an **insured person**.

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

### Your obligations

Notification

**We** will not make any payment under this section:

1. unless **you** notify us promptly of the following within the **period of insurance** or at the latest within 45 days after it expires:
  - a. **your** first awareness of any **employment practice wrongful act**.  
If **we** accept **your** notification **we** will regard any subsequent **claim** as notified to this insurance.
  - b. any **claim** or threatened **claim** against **you**;
2. if, when dealing with an employee or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance.

**You** must notify us of any circumstance **you** reasonably expect to give rise to a claim giving reasons for such expectation and including full particulars as to the dates and persons involved.

### Control of defence and payment of a claim

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

Any **insured person** may with **our** prior written approval appoint legal representation. However, where a **claim** is made against more than one **insured person** the same legal representative should be used unless there is a material conflict of interest between **insured persons**.

**We** shall have the right to participate fully in the defence of any **claim** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

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

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

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