



## Sport recreation and leisure liability insurance portfolio

Policy wording

**A seamless integrated insurance solution for clients in the sport, recreation and leisure sector.**

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

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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**.

**Steve Langan**  
CEO, Hiscox Insurance Company

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### Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York  
YO1 7PR

By telephone on 0800 1164627 or +44 (0) 1904 681198  
By email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Where **you** are not satisfied with the final response from Hiscox, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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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>Additional insureds</b>	Any individuals or entities shown in the schedule or listed in any <b>endorsements</b> .
<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 other than where such exposure is due to <b>your activities</b> taking place in a building where <b>you</b> did not know asbestos, asbestos fibres or materials containing asbestos were present; 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>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, 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>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<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 or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Member</b>	<b>Your:</b> <ol style="list-style-type: none"><li>a. current registered members;</li><li>b. past members whilst acting on <b>your</b> behalf under <b>your</b> supervision;</li><li>c. prospective members whilst participating in <b>your activities</b> under <b>your</b> supervision.</li></ol>
<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>Policyholder</b>	The insured named in the schedule, not including any <b>additional insureds</b> .
<b>Program</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Retroactive date</b>	The agreed retroactive date shown in <b>your</b> schedule.
<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></ol></li></ol>

## General terms and conditions

- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

<b>Virus</b>	<b>Programs</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
<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 <b>policyholder</b> and, if applicable, any <b>additional insureds</b> .
<b>Your activities</b>	<b>Your</b> activities declared to <b>us</b> and accepted by <b>us</b> , shown in the schedule.

### General conditions

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

Presentation of the risk	1. In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b> . <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	2. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid. b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows: i. if <b>we</b> would not have provided this <b>policy</b> , <b>we</b> may treat it as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> . <b>We</b> will refund any premiums <b>you</b> have paid; or ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b> . This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect.
Change of circumstances	3. <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> or cancel it in accordance with the Cancellation condition.
If you fail to notify us of a change of circumstances	4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to: i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b> ; or ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing us with information in relation to a change of circumstances; <b>we</b> may treat this <b>policy</b> as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid. b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to

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a change of circumstances, but that **you** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:

- i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
- ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

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|-------------------------------|--|
| Reasonable precautions        | 5. <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. <b>We</b> will not make any payment under this <b>policy</b> in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.  |
| Premium payment               | 6. <b>We</b> will not make any payment under this <b>policy</b> until the <b>policy</b> premium has been paid.   |
| Cancellation                  | 7. <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 <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium under £20.<br><br>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. |
| Multiple insureds             | 8. The most <b>we</b> will pay is the relevant amount shown in the schedule.<br><br>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> , unless otherwise agreed by <b>us</b> in any section of this <b>policy</b> .<br><br><b>You</b> agree that the <b>policyholder</b> is authorised to receive all notices and agree any amendments to the <b>policy</b> .  |
| Aggregate limit               | 9. 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> . 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.   |
| Rights of third parties       | 10. <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.  |
| Other insurance               | 11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.   |
| Cover under multiple sections | 12. Where <b>you</b> , including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b> , are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.   |

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- Governing law 13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration 14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

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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; and
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
  - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
  - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

#### Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
  - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
  - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
  - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
  - d. **we** shall be entitled to retain all premiums paid,

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

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****Membership dispute**

A claim brought against **you** by a member of **your** organization challenging the outcome of any disciplinary procedure or decision regarding membership status.

**You/your**

Also includes any director, employee, **member**, volunteer, general partner, trustee or committee member of **yours** whilst acting on **your** behalf.

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**What is covered****Claims against you**

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

- a. negligence or breach of a duty of care;
- b. negligent misstatement or negligent misrepresentation;
- c. infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off;
- d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
- e. dishonesty of **your** individual partners, directors, employees, trustees, committee members or self-employed freelancers directly contracted to **you** and under **your** supervision;
- f. any other civil liability unless excluded under **What is not covered** below;

**we** will indemnify **you** against the sums **you** have to pay as compensation.

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

**Avoiding a potential claim  
against you**

If **your** client has reasonable grounds for being dissatisfied with the work **you** have done, refuses to pay for any or all of it, including amounts **you** legally owe to subcontractors at the date of the refusal, and threatens to bring a claim against **you** for more than the amount owed, it may be possible to settle the dispute with the client by **you** agreeing not to press for the disputed amount. If so, **we** will pay **you** the amount owed to **you** at that time if **we** believe that this will avoid a legitimate claim for a greater amount and **we** have given **our** prior written approval to settling in this way and for this amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** will pay the amount owed to **you** at that time. If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity shown in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt less **your** reasonable expenses.

Once **we** agree to make this payment **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

**We** will not make any payment for any part of a claim not covered by this section.

**Your own losses****Loss of documents**

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your activities** is lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount shown in the schedule.

<b>What is not covered</b>	
Matters specific to your activities	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p> <ol style="list-style-type: none"> <li>1. any investment of, or direct advice on the investment of, client funds.</li> <li>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.</li> <li>3. <b>your</b> 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 <b>your</b> breach of any legislation or regulation related to these activities.</li> <li>4. <b>your</b> liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.</li> <li>5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.</li> <li>6. the work of any personnel supplied by <b>you</b> to a client, unless <b>you</b> have breached a duty of care in supplying them.</li> <li>7. transmission of a computer <b>virus</b>.</li> <li>8. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.</li> </ol>
Matters insurable elsewhere	<ol style="list-style-type: none"> <li>9. the death or any bodily or mental injury or disease suffered by anyone.</li> <li>10.               <ol style="list-style-type: none"> <li>a. anyone's employment with or work for <b>you</b>; or</li> <li>b. any breach of an obligation owed by <b>you</b> as an employer; or</li> <li>c. any kind of discrimination, harassment or unfair treatment; unless arising directly from <b>your</b> breach of a duty of care in the performance of <b>your activities</b>.</li> </ol> <p>Paragraph c. above shall not apply to a <b>membership dispute</b>.</p> </li> <li>11. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.</li> <li>12. the loss, damage or destruction of any tangible property other than <b>your</b> own loss under the Loss of documents cover in <b>What is covered</b>.</li> <li>13. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.</li> <li>14. the loss or distortion of any data held electronically.</li> <li>15. any personal liability incurred by a director, officer, trustee, employee, volunteer, <b>member</b> or committee member of <b>yours</b> when acting in that capacity or managing <b>your activities</b>, or <b>your</b> breach of any fiduciary duty. or any statement, representation or information concerning <b>you</b> or <b>your</b> business contained in <b>your</b> accounts, reports or financial statements.</li> <li>16. <b>your</b> supply, manufacture, sale, installation or maintenance of any product.</li> </ol>
Defamation	<ol style="list-style-type: none"> <li>17. defamation.</li> </ol>
Deliberate, reckless or dishonest acts	<ol style="list-style-type: none"> <li>18. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.</li> </ol>
Pre-existing problems	<ol style="list-style-type: none"> <li>19. any existing problem arising from <b>your activities</b> which <b>you</b> knew about, or ought reasonably to have known about, before <b>we</b> agreed to insure <b>you</b>.</li> </ol>
Prior activities	<ol style="list-style-type: none"> <li>20. any of <b>your activities</b> performed before the <b>retroactive date</b>.</li> </ol>
Date recognition	<ol style="list-style-type: none"> <li>21. <b>date recognition</b>.</li> </ol>
War, terrorism and nuclear	<ol style="list-style-type: none"> <li>22. <b>war, terrorism or nuclear risks</b>.</li> </ol>
Asbestos	<ol style="list-style-type: none"> <li>23. <b>asbestos risks</b>.</li> <li>24. <b>your</b> liability where <b>you</b> have performed as, or where <b>you</b> are deemed in law to be, a</li> </ol>

	tour operator, travel agent, travel facilitator or travel organiser.
	25. any physician, surgeon or dentist providing medical diagnosis, prescription, treatment or advice.
	B. <b>We</b> will not make any payment for:
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.
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.

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**.

The most **we** will pay for claims where **we** are providing indemnity to more than one person or entity within the definition of **you** is a single limit of indemnity for all such claims and their **defence costs**.

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**.

### Your obligations

If a problem arises

**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 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:

- a. **your** first awareness of anything, including any actual or alleged shortcoming in **your** work, 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, trustee, committee member or self-employed freelancer has acted dishonestly.



## Sport recreation and leisure liability – professional indemnity

Policy wording

2. When dealing with **your** client or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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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>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<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> or any <b>member</b> to perform the function or serve the purpose for which it was intended.
<b>Member</b>	Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man who was: <ul style="list-style-type: none"> <li>a. an officially registered member of <b>yours</b>; or</li> <li>b. a prospective member of <b>yours</b>, participating in <b>your activities</b>, under <b>your</b> supervision.</li> </ul> at the time that the <b>bodily injury</b> or <b>property damage</b> was alleged to have occurred or the <b>personal injury</b> or <b>denial of access</b> was alleged to have been committed.
<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> or any <b>member</b> .
<b>Property damage</b>	Physical loss of or damage 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 director, employee, volunteer, general partner, trustee or committee member of <b>yours</b> while acting on <b>your</b> behalf.

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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 activities</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b>, any party first brings a claim against <b>you</b> for:</p> <ul style="list-style-type: none"> <li>a. <b>bodily injury</b> or <b>property damage</b> occurring within the <b>geographical limits</b>; or</li> <li>b. <b>personal injury</b> or <b>denial of access</b> committed within the <b>geographical limits</b>;</li> </ul> <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>
Claims against members	<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 <b>member</b>, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such <b>member</b> that <b>we</b> would have made to <b>you</b>, provided that the <b>member</b> to be indemnified:</p> <ul 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; and</li> </ul>

- c. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.  
This includes a claim brought by another **member**, but not a claim brought by the insured named in the schedule or, if applicable, any **additional insured**.
- Criminal proceedings costs** If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.
- Overseas personal liability** **We** will indemnify **you** and if **you** so request, any of **your members**, directors, partners or trustees against legal liability as a result of **bodily injury, property damage or personal injury** incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man in connection with **your activities** other than:
- where indemnity arises out of the ownership or occupation of land or buildings;
  - where indemnity is provided by any other insurance.
- Claims against principals** If, as a result of **your activities**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against any party with whom **you**, or any **member** has, entered into a contract or agreement in connection with **your activities** and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you** or such **member**, provided that the party to be indemnified:
- has not, in **our** reasonable opinion, caused or contributed to the claim against them;
  - accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
  - has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
  - gives **us** the information and co-operation **we** reasonably require for dealing with the claim.
- Motor contingent liability** If any party first brings a claim against **you** or any **member** during the **period of insurance** for **bodily injury** and or **property damage** arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with **your activities** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.
- We** will not make any payment for any claim:
- arising from any mechanically propelled vehicle or any trailer attached to it which is:
    - owned by **you**; or
    - loaned, leased, hired or rented to **you**; or
    - provided by **you**; or
    - being driven by **you**.
  - for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
  - arising from the vehicle being driven by **you** or any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
  - more specifically insured under another insurance policy.
- Data Protection Act** **We** will indemnify **you** or any **member** against such party's liability under Section 13 of the Data Protection Act 1998 in connection with personal data held in connection with **your activities** but **we** will not make any payment for:
- any liability where **you** are, or any **member** is, entitled to indemnity under any other insurance;
  - any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data;
  - any claim arising from circumstances that **you** or any **member** knew about or ought reasonably to have known about prior to the inception of this **policy**.

Extended notification period	<p>If <b>we</b> do not offer renewal terms to <b>you</b> for this <b>policy</b> for reasons other than <b>your</b> non-compliance with any of the terms and conditions of this <b>policy</b>, <b>we</b> will extend the period in which <b>you</b> can notify <b>us</b> of claims for an additional 12 month period beginning at the end of the <b>period of insurance</b>.</p> <p>The limit of indemnity for this extended notification period will be part of, and not in addition to, the limit of indemnity shown in your schedule.</p> <p>We will not make any payment for any claim or loss where:</p> <ul style="list-style-type: none"> <li>a. the incident that led to the claim occurred after the end of the <b>period of insurance</b>; or</li> <li>b. indemnity is provided by any other policy.</li> </ul>
Defamation	<p>If, during the <b>period of insurance</b>, any party brings a claim against <b>you</b> or any <b>member</b> for defamation in connection with <b>your activities</b> on or after the <b>retroactive date</b> within the <b>geographical limits we</b> will indemnify <b>you</b> against the sums <b>you</b> or such <b>member</b> has 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> <p><b>We</b> will not make any payment for defamation:</p> <ul style="list-style-type: none"> <li>a. for any claim which arises out of circumstances notified to <b>your</b> previous insurers or which are known to <b>you</b> at inception;</li> <li>b. for any claim which arises out of any statement which <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication;</li> <li>c. for any claim brought outside the United Kingdom and Northern Ireland.</li> </ul>
<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, or part of a day that their attendance is required by <b>our</b> solicitor.</p>

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**What is not covered**

Property for which you are responsible	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p> <ul 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: <ul style="list-style-type: none"> <li>a. employees or visitors vehicles or effects 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> </ul> </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 sailing craft less than 20 feet in length or hand propelled watercraft, in inland or territorial waters) or any mechanically propelled vehicles and their trailers.</li> </ul> <p>This does not apply to:</p> <ul 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> <li>c. any claim covered under <b>What is covered</b>, Motor contingent liability.</li> </ul>
Injury to employees	<ul style="list-style-type: none"> <li>3. <b>bodily injury</b> to any person arising out of and in the course of their employment under a contract of service or apprenticeship with <b>you</b>.</li> </ul>
Pollution	<ul 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 <ul 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> </ul> </li> </ul>

	b.	any <b>pollution</b> occurring in the United States of America or Canada.
Computer virus	5.	transmission of a computer <b>virus</b> .
Professional advice	6.	designs, plans, specifications or formulae provided by <b>you</b> for a fee.
Your products	7.	the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts.
	8.	a. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b> ; b. any <b>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>products</b> .
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 or nuclear risks</b> .
Asbestos	14.	<b>asbestos risks</b> .
Abuse	15.	<b>abuse or molestation</b>
Prior activities	16.	any of <b>your activities</b> performed before the <b>retroactive date</b> .
	17.	<b>your</b> liability where <b>you</b> have performed as, or where <b>you</b> are deemed in law to be, a tour operator, travel agent, travel facilitator or travel organiser.
	18.	any physician, surgeon or dentist providing medical diagnosis, prescription, treatment or advice.
	B.	<b>We</b> will not make any payment for:
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.
Claims outside the geographical limits	4.	any claim brought against <b>you</b> resulting from <b>activities 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**.

All claims brought against **you** and any **member** which arise from the same original cause, a single source or a repeated or continuing set of circumstances will be regarded as one claim.

If a payment greater than the limit of indemnity has to be made for a claim which is brought against more than one party covered under this section of the **policy**, the amount of the limit of indemnity that **we** will pay on behalf of each party will be limited to the same proportion for which they are found liable.

If a payment greater than the limit of indemnity has to be made for a claim which is brought by more than one party, the amount of the limit of indemnity that **we** will pay to each party will be limited to the same proportion as that which is awarded to each party.

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.

### 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 <b>defence costs</b> 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 against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <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.
Claims against members	For claims against <b>members</b> , <b>we</b> will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited elsewhere in <b>How much we will pay</b> . <b>We</b> will also pay for <b>defence costs</b> .  The <b>member</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 all criminal proceedings brought during the <b>period of insurance</b> is the amount shown in the schedule.
Paying out the limit of indemnity	At any stage <b>we</b> can pay <b>you</b> or any <b>member</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> .

### Additional cover

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>1. <b>you</b> or <b>your</b> partner or director £500</li> <li>2. any other employee £250</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	<ol style="list-style-type: none"> <li>1. <b>We</b> will not make any payment under this section unless:             <ol style="list-style-type: none"> <li>a. <b>you</b> or any <b>member</b> notify <b>us</b> promptly of the following within the <b>period of insurance</b>, or at the latest within 14 days after it expires for any circumstance <b>you</b> or the <b>member</b> first become aware of in the seven days before expiry:                 <ol style="list-style-type: none"> <li>i. <b>your</b> or the <b>member's</b> first awareness of any circumstance which is likely to lead to a claim against <b>you</b> or the <b>member</b>.  If <b>we</b> accept the notification, <b>we</b> will regard any subsequent claim as notified to this insurance;</li> <li>ii. any claim or threatened claim against <b>you</b> or any <b>member</b>.</li> </ol> </li> <li>b. <b>you</b> or any <b>member</b> notify <b>us</b> within seven days of a claim or anything which may give rise to a claim under this section, arising out of <b>bodily injury</b>. At <b>our</b> request, <b>you</b> or the <b>member</b> must confirm the facts within 30 days with as much information as is available.  <b>You</b> or the <b>member</b> should make this notification directly to <b>us</b> (and <b>your</b> insurance adviser) by telephoning 01206 773 899, ensuring <b>you</b> quote <b>your policy</b> number.</li> </ol> </li> </ol>
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- c. **you** or any **member** notify us as soon as practicable of:
  - i. the discovery by **you** or any **member** that **products** are defective;
  - ii. any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your** client or a third-party, **you** or any **member** must not admit liability for what has happened or make any offer, deal or payment, unless **you** or the **member** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Correcting problems

**You** or any **member** must take reasonable steps to remedy or rectify, at **your** or their own expense, any defect or failure in the goods or services supplied to a client, customer or distributor. If this is not done, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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**Control of defence**

**We** have the right, but not the obligation, to take control of and conduct in **your** name, or that of any **member**, 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, or that of any **member**, 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.