



Rationale Arts

Policy number: 14628489

Insurer: Hiscox

Your documents include:

Policy schedule

Summary of cover

Statement of fact

Policy wording

Certificates

YOUR HISCOX POLICY SCHEDULE

Policy details

Your Reference:	14628489
Insured:	Rationale Arts
Additional insureds:	There are no additional insureds on this policy
Address:	32 John Street, Chesterfield, S434LD
Business activities:	Registered charity or not-for-profit organisation involved in arts, culture, heritage, community, well-being, disability, sports and/or youth activities
Period of insurance:	Continuous cover from 13/08/2019 until the policy is cancelled
Retroactive date:	13/08/2019
Underwritten by:	Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited
General terms and conditions wording:	15661 WD-PIP-UK-GTCA(2) - The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

Premium details

Annual premium:	£180.00	Insurance premium tax:	£21.60	Total annual premium:	£201.60
-----------------	---------	------------------------	--------	------------------------------	----------------

YOUR HISCOX COVER

Professional indemnity

Wording:	5979 PI SPI V1
Limit of indemnity:	£100,000 in total for all claims, losses and defence costs
Excess:	£250 each claim or loss, excluding defence costs
Geographical limits:	Worldwide excluding USA and Canada
Applicable courts:	United Kingdom
Clause 6385.0	Amendment to cover: patent exclusion (Professional indemnity)

Public liability and event cover

Wording:	8388 WD-CHR-UK-GL(3)				
Limit of indemnity:	£1,000,000 each and every occurrence, defence costs in addition, other than for pollution or for products to which a single aggregate policy limit including defence costs applies				
Excess:	£250 each and every occurrence for property damage only				
Geographical limits:	Worldwide excluding USA and Canada				
Applicable courts:	United Kingdom				
Special limits (included within and not in addition to the overall limit above):	<table> <tr> <td>Criminal defence costs</td><td>£100,000 in the aggregate</td></tr> <tr> <td>Pollution defence costs</td><td>£100,000 in the aggregate</td></tr> </table>	Criminal defence costs	£100,000 in the aggregate	Pollution defence costs	£100,000 in the aggregate
Criminal defence costs	£100,000 in the aggregate				
Pollution defence costs	£100,000 in the aggregate				
Clause 305.1	Medical malpractice exclusion				
Clause 321.0	Hazardous premises exclusion				
Clause 728.1	Use of heat exclusion				
Clause 6382.0	Additional cover: Data Protection Act (Public and products liability)				
Clause 6383.0	Amendment to cover: work at height (Public and products liability)				

Trustees' liability

Wording:	12483 WD-HSP-UK-SDO(2)
Limit of indemnity:	£250,000 in total for all claims and defence costs
Excess:	Nil
Geographical limits:	United Kingdom
Applicable courts:	United Kingdom

Clause 705.4	Prior and pending litigation date
--------------	-----------------------------------

Crisis containment

Wording:	9809 WD-PIP-UK-CRI(2)
Limit of indemnity:	£25,000 in total for all insured incidents
Excess:	Nil
Special limits (included within and not in addition to the overall limit above):	Outside working hours discretionary crisis mitigation costs £2,500

Clause 9003.0	Crisis containment provider: Hill Knowlton
---------------	--

Volunteers' and employers' liability

Wording:	9418 WD-CHR-UK-EL(1)
Limit of indemnity:	£10,000,000 each and every occurrence, including costs
Excess:	Nil
Geographical limits:	Worldwide
Applicable courts:	United Kingdom
Special limits (included within and not in addition to the overall limit above):	Criminal defence costs £100,000 in the aggregate Terrorism £5,000,000 in the aggregate

Clause 3121.0	Employers' Liability Tracing Office (ELTO) - mandatory information required
---------------	---

HR Solutions

Wording:	7122 WD-PIP-UK-BHR(2)
Description:	HR Solutions provide an interactive website that gives you access to a variety of legally compliant HR documents for your business needs, along with extensive advice on handling all aspects of employment from recruitment to retirement. At an additional cost you can contact the experienced HR advisors at HR Solutions for advice on specific situations.

Equipment

Wording:	12835 WD-PIP-UK-PYA(2)
Amount insured:	£2,500 total amount insured
Excess:	£250 each and every loss
Geographical limits:	United Kingdom
Special limits (included within and not in addition to the overall limit above):	Fraud and dishonesty £5,000 in total during any one period of insurance
Additional cover (in addition to the overall amount insured above):	Reconstitution of electronic data £5,000 Additions to portable equipment £10,000 or 10% of the amount insured for portable equipment, whichever is the greater

Clause 6384.1

Additional cover: Money (Property)

Business interruption

Wording:	9248 WD-CHR-UK-PYL(2)	
Limit of indemnity:	£2,500	
Excess:	Nil	
Premises:	32 John Street, Chesterfield, S434LD	
Indemnity period:	12 months	
Item description:	Loss of income	Not insured
	Loss of gross profit	Not insured
	Increased costs of working	£2,500
	Additional increased costs of working	Not insured
	Outstanding debts	Not insured
Special limits (included within and not in addition to the overall limit above):	Denial of access	50% of the amount insured for Business interruption
	Bomb threat	50% of the amount insured for Business interruption
	Suppliers	50% of the amount insured for Business interruption
	Public utilities	50% of the amount insured for Business interruption
	Public authority	50% of the amount insured for Business interruption
	Loss of attraction	50% of the amount insured for Business interruption
	Customers	50% of the amount insured for Business interruption
	Equipment breakdown	nil
Additional cover (in addition to the overall amount insured above):	Death of a patron	£2,500

Legal expenses

Wording:	5999 WD-PIP-UK-DAS(7)
Limit:	£100,000 total amount insured
Excess:	Nil except aspect enquiries - £200

Clause DAS CDDR1

Contract disputes & debt recovery

Clause 500.1

Commercial legal protection (DAS) - important information

YOUR HISCOX CLAUSES

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

CLAUSES APPLICABLE TO PROFESSIONAL INDEMNITY INSURANCE

Clause 6385.0

Amendment to cover: patent exclusion (Professional indemnity)

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

24. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.

CLAUSES APPLICABLE TO PUBLIC LIABILITY AND EVENT COVER INSURANCE

Clause 305.1

Medical malpractice exclusion

We will not make any payment for any claim or loss directly or indirectly due to **bodily injury** or **personal injury** to any person arising out of any treatment administered or care provided by **you**.

Clause 321.0

Hazardous premises exclusion

We will not make any payment for any claim or loss directly or indirectly due to any work in or on any blast furnace, chimney, well shaft, viaduct, bridge mine, refinery, off-shore installation, power station,

dam, tunnel, airport, aerodrome, dock warf, pier, harbour, railway, motorway, ship, aircraft tower or steeple.

Clause 728.1

Use of heat exclusion

We will not make any payment for any claim or loss directly or indirectly due to any work involving the use or application of heat away from **your** own premises, other than the use of soldering irons.

Clause 6382.0

Additional cover: Data Protection Act (Public and products liability)

The following is added to **What is covered, Additional cover**:

Data Protection Act

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

- a. the Data Protection Act 1998
- b. the Data Protection (Amendment) Act 2003; or
- c. any similar or successor legislation,

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

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

- i. where **you** are entitled to indemnity under any other insurance;
- ii. for the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data; or
- iii. arising from circumstances that **you** knew about or ought reasonably have known about before **we** agreed to insure **you**.

For claims arising under this Additional cover, the most **we** will pay is £100,000 for the total of all such claims and their **defence costs**. **You** must pay the **excess** of £250 for each claim or loss, excluding **defence costs**.

Clause 6383.0

Amendment to cover: work at height (Public and products liability)

What is not covered, A., 16., b. is amended to read as follows:

b. any activity taking place:

- i. in or on water; or
- ii. underground; or
- iii. more than three metres above ground when outside a building or structure or three metres from floor level when inside a building or structure.

CLAUSES APPLICABLE TO TRUSTEES' LIABILITY INSURANCE

Clause 705.4

Prior and pending litigation date

Prior and pending litigation date: 13/08/2019

CLAUSES APPLICABLE TO CRISIS CONTAINMENT INSURANCE

Clause 9003.0

Crisis containment provider: Hill Knowlton

Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796.

Crisis containment provider: Hill & Knowlton.

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

If **you** first become aware of a **crisis** outside of **working hours**, **you** must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.

CLAUSES APPLICABLE TO VOLUNTEERS' AND EMPLOYERS' LIABILITY INSURANCE

Clause 3121.0

Employers' Liability Tracing Office (ELTO) - mandatory information required

You must provide **us** with the following information for each entity insured under this section of the **policy**:

1. Employer name; and
2. Full address of the employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must provide **us** with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform **us** immediately of any changes to the above information. The information is required by **us** to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

CLAUSES APPLICABLE TO EQUIPMENT INSURANCE

Clause 6384.1

Additional cover: Money (Property)

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

Business premises

The space that **you** occupy at the premises shown in the schedule located in a building of **standard construction** unless otherwise notified to **us** and to which **we** have confirmed **our** agreement. This includes any outbuildings **you** occupy on the same premises.

Money

Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to **you**.

The following is added to **What is covered, Additional cover**:

Money

3.damage occurring during the **period of insurance** to **money** held in connection with the **business** within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man. The most **we** will pay for **damage** to **money** is £500.

CLAUSES APPLICABLE TO LEGAL EXPENSES

Clause DAS CDDR1

Contract disputes & debt recovery

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

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

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

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

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

Debt recovery

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

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

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

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

Clause 500.1

Commercial legal protection (DAS) - important information

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

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

DAS legal advice line: Tel. 0117 933 0626

CLAUSES APPLICABLE TO THE WHOLE POLICY

Clause 8501

Insurance Act 2015 endorsement for continuous policies

We and **you** have agreed to enter into this **policy** on a continuous basis. In order to achieve this and to ensure compliance with the Insurance Act 2015, it is necessary to amend:

- **How much we will pay**, under insurance, where you have cover under one of the property sections.

In addition, in the event that the cover under your policy is less favourable than it would be under the Insurance Act 2015, we will automatically apply the more favourable provisions of the Act.

Amendment of under insurance

If **you** have cover under any of the property sections, **How much we will pay**, Under insurance in each section is amended to read as follows:

Under insurance

If, at the time of any **damage, insured failure**, or restriction covered under this section, **we** establish that the **relevant value** does not represent the **actual value**, **we** will reduce the amount we pay for any claim or loss in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the **actual value**.

We will only apply this calculation if **we** establish that:

1. the **relevant value** declared to us is less than 85% of the **actual value**; and
2. **your** failure to declare the **actual value** was not deliberate or reckless and was a breach of **your** obligations to:
 - i. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - ii. notify **us** of a change of circumstances in relation to the **actual value**, which may materially affect the **policy**; or
 - iii. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the **actual value** which may materially affect the **policy**.

This remedy may apply in addition to General Conditions 2. b.ii. and 4. b. ii. If **your** failure to declare the **actual value** was deliberate or reckless, the remedy under General Conditions 2.a. or 4.a. will apply.

Special definitions for this **endorsement**:

Relevant value means any one of **amount insured, annualised amount insured, annualised declared amount, declared amount** or any equivalent sum;

Actual value means any one of the actual reinstatement cost, actual **gross profit** or actual **income** during the 12 months immediately preceding the start of the **period of insurance**, the total value of **contents**, the total value of **tools and equipment** or equivalent insured items.

Clause 603.1

Commercial assistance & 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.

INFORMATION ABOUT HISCOX

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

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

Insurers

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

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

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

Complaints procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any concerns about your policy or the handling of a claim you should, in the first instance, contact Hiscox customer relations either in writing at:

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

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

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service or your local Ombudsman. Further details will be provided at the appropriate stage of the complaints process. This complaint process is without prejudice to your right to take legal proceedings.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at www.fscs.org.uk.

Summary of cover

Your insurance needs

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

If you have any questions, please email us at contactus@policybee.co.uk. Or, call us on 0345 222 5360, Monday to Friday, 9.00am to 5.30pm.

Your exposure

Professional indemnity insurance

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

Public liability and event cover insurance

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

Trustees' liability insurance

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

Crisis containment insurance

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

Volunteers' and employers' liability insurance

If your organisation has staff, you need employers' liability by law. But you also have a duty to protect your volunteers, which the Health & Safety Executive puts on a more or less even footing with employees. This cover pays compensation and legal costs if someone suffers injury or illness while working for your organisation or helping out.

HR Solutions

Having inadequate employment documents or a lack of policies can put your organisation at risk from a costly employment tribunal. HR Solutions make it easy for you to stay on top of these, saving you time and money.

Equipment insurance

Replacing or fixing essential kit like your computers, equipment, and fixtures and fittings if they're damaged or go missing can be expensive and disruptive.

Equipment insurance covers repairs to or replacement of your organisation's fixed and portable property.

Business interruption insurance

Premises that are inaccessible because of fire, flood, or anything else can cause major disruption to your organisation's operations and ability to generate revenue.

Business interruption insurance pays to set you up temporarily elsewhere if needs be. It covers the costs of additional rent, hiring equipment, and lost income.

Legal expenses insurance

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

Summary of cover continued...

cover for all the main areas where legal disputes may arise.

Type of policy

Hiscox continuous policy

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

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

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

The insurer

Hiscox underwrites your professional indemnity insurance.

Hiscox underwrites your public liability and event cover insurance.

Hiscox underwrites your trustees' liability insurance.

Hiscox provides your crisis containment insurance.

Hiscox underwrites your volunteers' and employers' liability insurance.

Hiscox provide access to HR Solutions.

Hiscox underwrites your equipment insurance.

Hiscox underwrites your business interruption insurance.

Hiscox underwrite your legal expenses insurance.

The wording

5979 PI SPI V1 for your professional indemnity insurance.

8388 WD-CHR-UK-GL(3) for your public liability and event cover insurance.

12483 WD-HSP-UK-SDO(2) for your trustees' liability insurance.

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

9418 WD-CHR-UK-EL(1) for your volunteers' and employers' liability insurance.

7122 WD-PIP-UK-BHR(2) for your HR Solutions service.

12835 WD-PIP-UK-PYA(2) for your equipment insurance.

9248 WD-CHR-UK-PYL(2) for your business interruption insurance.

Summary of cover continued...

5999 WD-PIP-UK-DAS(7) for your legal expenses insurance.

Your cover

Professional indemnity insurance

You're covered for:

- Negligence or breach of duty of care.
- Negligent misstatement or negligent misrepresentation.
- Infringement of intellectual property rights including copyright, trademark, moral rights or any act of passing off.
- Defamation.
- Any dishonest act by an individual partner or director, or employee directly contracted to you and under your supervision.

Public liability and event cover insurance

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

- compensation and defence costs relating to claims against you for bodily injury, property damage and personal injury.

Trustees' liability insurance

You're covered for:

- compensation and defence costs relating to claims against you for any breach of duty, including fiduciary or statutory duty as a trustee in running your organisation.
- Negligence, defamation, wrongful trading.

Crisis containment insurance

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

Volunteers' and employers' liability insurance

If a claim is made against you by an employee or volunteer who is injured while working for your organisation or helping out, the policy will:

- Pay the cost of defending the claim against you.
- Pay any compensation that you're legally liable to pay.

HR Solutions

This service offers the following:

- Access to all the employee contracts, policies and letters you need to manage your staff.
- A wide range of downloadable HR and health and safety guides.
- A free online risk assessment for both HR and health and safety.
- A monthly update newsletter.

It's accessible via [this link](#). Login details are sent to you within 7 working days of purchase.

Equipment insurance

You're covered for repairs to or replacement of your organisation's stolen, lost or accidentally damaged equipment and contents.

Business interruption insurance

You're covered for increased operating costs (also known as 'additional expenditure' or 'increased costs of working'). If you have to relocate in order to carry on your organisation's activities you'll be covered for costs you incur, such as removal costs, extra rent and so on.

Legal expenses insurance

Summary of cover continued...

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

- Employment disputes and compensation awards
- Property protection
- Tax protection
- Attendance expenses (including Jury Service)
- Bodily injury
- Legal defence

What else are you covered for?

Professional indemnity insurance

Avoiding claims against you

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

Public liability and event cover insurance

Claims against principals

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

Criminal proceedings costs

Any governmental, administrative or regulatory body bringing criminal action against you for any breach of statute or regulation directly relating to any actual or potential claim under this section.

Court attendance compensation

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

Loss of third party keys

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

Trustees' liability insurance

Health and safety/manslaughter

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

Pollution

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

Crisis containment insurance

Outside of working hours support

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

Volunteers' and employers' liability insurance

Summary of cover continued...

Court attendance compensation

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

HR Solutions

HR advice helpline

As a registered user you'll receive your first 30 minutes to the advice line free of charge. The number is 0333 247 2004.

Equipment insurance

Portable equipment

Repairs to or replacement of the equipment you take around with you, like laptops and cameras.

Data

Also, the costs of reconstructing the data your organisation relies on, if your electronic records and data are lost or distorted as a direct result of accidental physical loss or physical damage.

Money

Theft or loss of money held on your organisation's behalf.

Business interruption insurance

Public authority

This policy will also cover you for any costs suffered resulting from your inability to use your premises due to restrictions imposed by a public authority following:

- A murder or suicide.
- An occurrence of a notifiable human disease.
- Injury or illness of any person traceable to food or drink consumed on the premises.
- Vermin or pests at the premises.

Death of a patron

The policy will reimburse you for the costs you incur to amend any of your printed literature or external webpages that refer to your patron as a result of their: death; or being the subject of a criminal investigation; or offending public taste. Your patron must be under the age of 70 at the start of the insurance.

Legal expenses insurance

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

How much are you covered for?

Professional indemnity insurance

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

Public liability and event cover insurance

£1m, £2m, £5m or £10m.

The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim up to the

Summary of cover continued...

maximum you're covered for. In addition, you're also covered for the legal costs of defending a claim against you, up to the level of cover you select.

Trustees' liability insurance

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

Crisis containment insurance

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

Volunteers' and employers' liability insurance

The limit of cover is £10m. The minimum legally required amount is £5m but you'll find most insurers only offer £10m. The level of cover selected applies to any one claim. Legal defence costs are included in this level of cover.

HR Solutions

The website is accessible 24 hours a day.

Equipment insurance

The policy will pay for the cost of repair or replacement, up to the amount of cover you have selected.

The limit for claims for money held on your organisation's behalf is £500.

Business interruption insurance

This policy covers the additional expenses incurred following an interruption to your organisation's activities, up to the amount you have selected.

Legal expenses insurance

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

How much excess do you have to pay?

Professional indemnity insurance

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

Public liability and event cover insurance

£250 for each and every occurrence of property damage.

Trustees' liability insurance

No excess is applicable for this coverage.

Crisis containment insurance

No excess applies.

Volunteers' and employers' liability insurance

No excess applies.

HR Solutions

No excess applies.

Equipment insurance

You will pay the first £250 of all claims.

Business interruption insurance

No excess applies.

Legal expenses insurance

No excess applies, except you will be required to pay the first £200 of claims arising from an examination by the Inland Revenue which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return.

Notifying a claim

Professional indemnity insurance

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

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

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

Public liability and event cover insurance

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

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

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

Trustees' liability insurance

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

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

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

Crisis containment insurance

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

Volunteers' and employers' liability insurance

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

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

Summary of cover continued...

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

HR Solutions

If you've a concern with any of your employees, contact the advice line on 0333 247 2004. As a registered user you'll receive your first 30 mins to the advice line free of charge.

Equipment insurance

It's a condition of the policy that you notify us promptly of any loss or damage. If you think a crime has been committed you must report it to the police.

In the case of loss or theft of any technical equipment while it is away from your premises, it is a condition of the policy that you should report the loss to the police within 48 hours of becoming aware of it.

In the first instance, we will require the following information:

- A receipt of purchase for the items.
- A quotation for repair or replacement.
- Details of the incident that caused the loss or damage.

Business interruption insurance

Notify promptly any accidental physical loss or physical damage or event which might prevent or hinder you from carrying on your organisation's activities.

Legal expenses insurance

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

Send your claim to:

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

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

Geographical cover and jurisdiction

Professional indemnity insurance

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

Public liability and event cover insurance

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

Trustees' liability insurance

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

Crisis containment insurance

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

Volunteers' and employers' liability insurance

Summary of cover continued...

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

HR Solutions

Advice can only be given on issues which fall under the laws of the United Kingdom.

Equipment insurance

Cover applies to property:

- At your organisation's location.
- At the home of any trustee, or employee.
- Temporarily away from your organisation's location or home.
- In transit, as long as they are under the personal supervision of a trustee or employee.

Business interruption insurance

Cover applies to the premises insured as noted on your policy schedule.

Legal expenses insurance

Legal advice can only be given on issues which fall under the laws of one of the following: the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland, Norway.

Exclusions you should be made aware of

Professional indemnity insurance

Any investment of, or direct advice on the investment of client funds.

Claims arising from 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.

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.

Your breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Any pollution or contamination

Fines and contractual penalties, aggravated, punitive or exemplary damages, and additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.

Public liability and event cover insurance

Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.

Fundraising activities involving mechanically driven rides, playground equipment or inflatable play equipment, fireworks, activities in or under water, activities underground, winter sports, any kind of race, endurance test, strength test, assault or obstacle course, horse riding, gymnastics, aerial activities, extreme sports and contact sports.

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

Trustees' liability insurance

Prior claims/circumstances/litigation.

The operation or administration of any defined benefit pension scheme

Summary of cover continued...

Claims brought by or on behalf of anyone owning 15% or more of your issued share capital.

Proceedings commenced under the provision of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.

Crisis containment insurance

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

Volunteers' and employers' liability insurance

Bodily injury caused to any of your employees or volunteers while they are offshore.

Bodily injury to any employee in relation to travelling in a vehicle for which insurance or security is required under any road traffic legislation.

HR Solutions

Only the first 30 minutes to the advice line are free of charge, further time is charged at £95 per hour.

Equipment insurance

The policy will not pay for:

- Damage caused by wear and tear.
- Theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment.
- Damage to property being cleaned, worked on or maintained.

Under insurance

If, at the time of damage, the amount insured is less than 85% of the total value of the equipment, then the amount your insurer will pay is reduced in the same proportion as the under insurance.

Business interruption insurance

This policy will not pay for any interruption to your business directly or indirectly caused by, resulting from, or in connection with terrorism.

This policy will not make any payment under this section if your activities are discontinued permanently or if a liquidator or receiver is appointed.

Legal expenses insurance

This policy will not pay any costs involved if you approach a solicitor or accountant before DAS have agreed that this is acceptable.

Cancelling your policy

Cooling off period

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

Cancelling the policy

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

Cover not included

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

Cyber and data

Cyber and data insurance supports your business in the event of a data breach (electronic or otherwise).

Statement of fact

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

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

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

In respect of your Hiscox charities insurance

- Your organisation does not engage in:
 - Environmental or governmental campaigning or lobbying
 - International or overseas aid
 - Regulation or certification
 - Accountancy, financial or legal advice
- Your organisation does not provide services related to:
 - Human rights or the prevention of cruelty or abuse
 - Mental or sexual health
 - Medical or surgical research, care, advice, diagnosis or treatment
 - Homelessness, refugees or asylum seekers
- Your organisation is registered in the UK or, if unregistered, based in the UK.
- Your organisation does not own, manage or administrate any of the following:
 - A shop or warehouse
 - A drop-in centre
 - A care home
 - A hospice
 - A children's nursery
 - An animal shelter or rescue
 - A residential drug or alcohol facility
 - A facility supporting homelessness, refugees or asylum seekers
 - A swimming pool, sports centre or arena
 - A place of worship
- You do not need cover for domestic or horticultural work, or land management.
- You do not need cover for activities and/or fundraising events that include:
 - Mechanically driven rides or any activities at speeds exceeding ten miles per hour
 - Playground equipment or inflatable play equipment including but not limited to bouncy castles, slides and rides
 - Fireworks, bonfires, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern
 - Weapons
 - Roller skates, blades or boards
 - Activities in or on water, or underground
 - Activities more than 3 metres above ground when outside or 3 metres from floor level when inside
 - Aerial activities including bungee jumping
 - Winter sports including skiing, ice skating and the use of bobsleighs or skeletons
 - Any kind of race, endurance test, strength test, assault or obstacle course (marathon, iron man competition, mountain bike race, weightlifting)
 - Horse riding or any other equestrian activities
 - Gymnastics or trampolining
 - Extreme activity including mountaineering, rock-climbing or potholing
 - Any activity that requires the use of guides or ropes (other than tug of war)
 - Any contact sport or professional sports of any kind
 - Arranging a package trip away on behalf of the charity or any residential trip involving those under the age of 18
 - Care that includes the lifting or hoisting of any person
 - Events where more than 500 people will attend at any one time
- Your organisation does not provide any medical products or aids (wheelchairs, walking aids, bathing aids) or any second hand equipment.
- Your organisation's accounts have shown a surplus in at least one of the past three years.
- At least two people are required to sign cheques or issue instructions for fund distributions above £2,500.

Statement of fact continued...

- You are not aware of any fact, circumstance, incident, illness, injury or complaint that could give rise to a claim against your organisation.
 - You have submitted a copy of your charity's accounts and an independent examiner's or auditor's report to the Charity Commission.
 - Your organisation does not operate outside the UK for more than 90 consecutive days.
 - Your organisation does not have any assets outside the UK.
 - Your organisation does not visit territories where the Foreign Office advise against all non-essential travel.
 - The equipment to be insured is normally stored somewhere that is:
Constructed with external walls of brick, stone or concrete and roofed with slates, tiles or profile metal
Heated by a conventional electric, gas, oil or solid fuel central heating system
Not left unoccupied for a period exceeding 30 consecutive days
Not undergoing any contract works/extensive renovations with a value exceeding £75,000
 - Neither you or any of your trustees have:
 - Been declared bankrupt either in a personal capacity or as a charity or business
 - Been convicted of or charged with a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974
 - Had an insurance policy cancelled by the insurer
 - In the last five years, suffered any claim or loss that would fall within the scope of this insurance
 - To the best of your knowledge, the location where you store the equipment to be insured, has not been affected by flooding and is not within 250 metres of any water source (lake, river, sea).
 - In the last five years, the total value of all claims made by you for property damage did not exceed £2,500.
-

Confidentiality of personal data

All personal information is treated by us as confidential and is processed in accordance with the relevant legislation

We will not use or disclose personal information without your consent other than in the normal course of arranging and administering your insurance except where we are compelled by law (including by regulators or law enforcement agencies) to disclose such information.

Duty of disclosure

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

YOUR DETAILS

Your reference	14628489
Insurer	Hiscox
Business name	Rationale Arts
Address	32 John Street, Chesterfield, S434LD
Contact name	Vignesh Murali
Telephone	07908132927
Business activities	Registered charity or not-for-profit organisation involved in arts, culture, heritage, community, well-being, disability, sports and/or youth activities
Turnover	Your maximum allowable turnover is £100,000 (your last declared turnover used for rating was £50,000)
No. of employees/committee members	5 part-time, 5 volunteers, 3 trustees

YOUR PROFESSIONAL INSURANCE

<u>Cover type</u>	<u>Level of cover</u>
Professional indemnity	£100,000
Public liability and event cover	£1,000,000
Trustees' liability	£250,000
Crisis containment	£25,000
Volunteers' and employers' liability	£10,000,000
HR Solutions	£1
Equipment	£2,500
Business interruption	£2,500
Legal expenses	£100,000
Total premium (including insurance premium tax at 12%)	£201.60
Policy renewal date	13/08/2020

CONTACT US

Telephone number	0345 222 5360 (from 9 to 5.30 Monday to Friday)
Email	contactus@policybee.co.uk

IMPORTANT

What is a continuous policy?

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

Duty of disclosure continued...

Your business activities

We have your business activities as **Registered charity or not-for-profit organisation involved in arts, culture, heritage, community, well-being, disability, sports and/or youth activities**. We are providing insurance for these business activities only. If your business activities have changed, you must declare them so that we can re-assess your policy terms and conditions.

What is a 'duty of disclosure'?

This document reminds you of some of what you told us about your business. If anything has changed, or you have exceeded the limits set out for your turnover or payroll, it is your duty to tell us as soon as you can. This will allow us to make sure that your policy terms and conditions are correct.

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

A seamless integrated insurance solution for professionals.

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.

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

Complaints procedure

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

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

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

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

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ul style="list-style-type: none"> a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos; or 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.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	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.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 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; c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	<p>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:</p> <ul style="list-style-type: none"> a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or 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.
Virus	Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	The insured named in the schedule.

General conditions

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

Presentation of the risk

1. In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

If you fail to make a fair presentation

2.
 - a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.
 - b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:
 - i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

Change of circumstances

3. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the Cancellation condition,

If you fail to notify us of a change of circumstances

4.
 - a. If **we** establish that **you** deliberately or recklessly failed to:
 - i. notify **us** of a change of circumstances which may materially affect the **policy**; or
 - ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing us with information in relation to a change of circumstances;

we may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.
 - b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:
 - i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or
 - ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

General terms and conditions

Reasonable precautions	5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.
Premium payment	6. We will not make any payment under this policy until you have paid the premium.
Cancellation	7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £20. If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy . In this event, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing.
Multiple insureds	8. The most we will pay is the relevant amount shown in the schedule. If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you . You agree that the insured named in 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 policy .
Aggregate limit	9. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance . If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy 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. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Cover under multiple sections	12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover.
Governing law	13. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
 - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
 - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

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

Fraud

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

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

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

Special definitions for this section

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

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity within the geographical limits for clients, any party brings a claim against you for:</p> <ol style="list-style-type: none"> negligence or breach of a duty of care, negligent misstatement or negligent misrepresentation, infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off, defamation, dishonesty of your individual partners, directors, employees or self-employed freelancers directly contracted to you and under your supervision, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>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 sub-contractors 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 your 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.</p> <p>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.</p> <p>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.</p> <p>We will not make any payment for any part of a claim not covered by this section.</p>
Your own losses Loss of documents	<p>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.</p>

What is not covered

Matters specific to your business	<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"> any investment of, or direct advice on the investment of, client funds. 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.
-----------------------------------	--

Professional Indemnity for General Professionals

Policy wording

	<ol style="list-style-type: none"> 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 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. breach of confidence or misuse of any information or infringement of any right to privacy. 7. the work of any personnel supplied by you to a client, unless you have breached a duty of care in supplying them. 8. transmission of a computer virus. 9. your liability under any contract which is greater than the liability you would have at law without the contract.
Matters insurable elsewhere	<ol style="list-style-type: none"> 10. the death or any bodily or mental injury or disease suffered by anyone. 11. 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. 12. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle. 13. the loss, damage or destruction of any tangible property. This does not apply to documents in your care, custody or control in connection with a business activity for a client or to your own loss under the cover for loss of documents in What is covered. 14. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper. 15. the loss or distortion of any data of yours held electronically. 16. 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, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements. 17. your supply, manufacture, sale, installation or maintenance of any product.
Deliberate, reckless or dishonest acts	<ol style="list-style-type: none"> 18. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication. 19. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim 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.
Pre-existing problems	<ol style="list-style-type: none"> 20. any shortcoming, or alleged shortcoming, in your work which you knew about, or ought reasonably to have known about, before we agreed to insure you.
Date recognition	<ol style="list-style-type: none"> 21. date recognition.
War, terrorism and nuclear	<ol style="list-style-type: none"> 22. war, terrorism or nuclear risks.
Asbestos	<ol style="list-style-type: none"> 23. asbestos risks.
	<p>B. We will not make any payment for:</p>
Claims brought by a related party	<ol style="list-style-type: none"> 1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of your business activity.
Restricted recovery rights	<ol style="list-style-type: none"> 2. that part of any claim where your right of recovery is restricted by any contract.

Consequential loss	<p>3. your lost profit, mark-up or liability for VAT or its equivalent.</p> <p>4. any trading loss or trading liability including those arising from the loss of any client, account or business.</p>
Non-compensatory payments	5. fines and contractual penalties, aggravated, punitive or exemplary damages, and 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	<p>6. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

How much we will pay

The most **we** will pay for the total of all claims, losses and **defence costs** is the single limit of indemnity shown in the schedule, irrespective of the number of claims. **You** must pay the **excess** shown in the schedule for each claim, including **defence costs**.

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.

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. This includes **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for any claim, loss or costs.

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.
 - d. **your** discovery that any document, information or data of **yours** has been lost, damaged or destroyed.
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.

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.

Special definitions for this section

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

Public and products liability (Charity)

Policy wording

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

What is covered

Claims against you	<p>If, as a result of your activities, any party brings a claim against you for:</p> <ol style="list-style-type: none"> bodily injury or property damage occurring during the period of insurance; personal injury or denial of access committed during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners or employees or any spouse of any such person 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, the Isle of Man or the Republic of Ireland other than:</p> <ol style="list-style-type: none"> where indemnity arises out of the ownership or occupation of land or buildings; where indemnity is provided by any other insurance.
Claims against principals	<p>If, as a result of your activities, any party brings a claim, which falls within the scope of what is covered, claims against you, against a customer or client of your activities for whom you are providing services under contract or agreement 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 or client that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> 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.
Cross liabilities	<p>If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.</p>
Criminal proceedings costs	<p>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.</p>
Additional cover	
Court attendance compensation	<p>If any person within the definition of you has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day that their attendance is required by our solicitor.</p>
Loss of third party keys	<p>We will pay the reasonable costs to replace locks, keys or electronic pass cards of third parties following your loss of their keys or electronic pass cards for which you are legally responsible.</p>
Unauthorised use of third party telephones by your employees	<p>We will pay for the sums you have to pay as compensation to third parties following the unauthorised use of their telephone system by any of your employees during the period of insurance, provided that the unauthorised use is notified to us within three months of its happening.</p>

What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. vehicles or personal effects belonging to **your employees** or visitors, while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or on **your** 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.

This does not apply to:

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

Injury to employees

3. **bodily injury** to any **employee**;

Pollution

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

Computer virus

5. transmission of a computer **virus**;

Professional advice

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

Your products

7. the costs of repairing, reconditioning or replacing any **product** or any of its parts;
8.
 - a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
 - b. any of **your products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **your products**.

Inefficacy

9. **inefficacy**;

Deliberate or reckless acts

10. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated;

Contracts

11. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.

Date recognition

12. **date recognition**;

War, terrorism and nuclear

13. **war, terrorism or nuclear risks**;

Asbestos

14. **asbestos risks**;

Abuse or molestation

15. **abuse or molestation**;

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"> i. mechanically driven rides or any activities at speeds exceeding ten miles per hour; or ii. playground equipment or inflatable play equipment including but not limited to bouncy castles, slides and rides; or iii. fireworks, bonfires, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or iv. weapons; or v. sporting or roller skates, blades or boards. <p>b. any activity taking place:</p> <ul style="list-style-type: none"> i. in or on water; or ii. underground; or 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. <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 bodily injury 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 us and agreed by us.</p> <p>B. We will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract;
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages;
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts;</p>
Work undertaken outside the geographical limits	4. any claim brought against you resulting from work you undertake in any country outside the geographical limits .

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.

Public and products liability (Charity)

Policy wording

Special limits

Products	For claims arising from your products , the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule.
Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. The most we will pay for defence costs in relation to pollution claims is the amount shown in the schedule. You must pay the relevant excess 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 we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule.
Criminal proceedings costs	The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	<p>We will pay you the following compensation for each day, or part day:</p> <ol style="list-style-type: none"> You or your partner or director £250 Any other employee £100 <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>
Loss of third party keys	The most we will pay in total for the costs of replacing third parties' keys or electronic pass cards in any one period of insurance is the amount shown in the schedule. You 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 we will pay for the total of all such claims in any one period of insurance is the amount shown in the schedule. You must pay the excess for this additional cover shown in the schedule.
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

Your obligations

	We will not make any payment under this section:
If a problem arises	<ol style="list-style-type: none"> 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; or By post to Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE. unless you notify us as soon as practicable of: <ol style="list-style-type: none"> your discovery that products are defective; any threatened criminal action by any governmental, administrative or regulatory body. 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.

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.

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.

Special definitions for this section

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

Applicable courts

The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.

Claim

Any written demand or civil, criminal, regulatory or arbitration proceeding first made against an **insured person** during the **period of insurance** seeking monetary damages or other legal relief or penalty alleging a **wrongful act**.

Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend any **claim** made against an **insured person** or to fund an appeal, including any premium paid for an appeal bond or similar bond obtained in relation to it, arising from any judgment, decision or award in relation to any **claim**.

Employee

Any person under a contract of service with **you**.

Employment claim

Any **claim** by any **employee** or volunteer 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, retaliation, defamation, invasion of privacy arising solely as a result of the employment or non-employment by **you** of any current, former or prospective **employee** or volunteer.

Extradition proceeding

Any proceeding commenced under the provision of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals.

Health and safety/ manslaughter claim

Any **claim** against any **insured person** alleging involuntary, constructive or gross negligence manslaughter or any **claim** under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction.

Insured person

1. Any natural person who was, is, or during the **period of insurance** becomes a director, partner, trustee, committee member or officer of **you**.
2. Any de facto director of **you** whilst acting in such capacity for **you**.
3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction.
4. Any **employee** of **you**.
5. The lawful spouse, civil or unmarried partner of any person above solely because of their spousal, civil or unmarried partner relationship following a **claim** against that person.
6. The estates, heirs or legal representatives of any person above who has died or become incapacitated, insolvent or bankrupt but only for a **claim** against that person.

Loss

In respect of a **claim** the amount any **insured person** becomes legally liable to pay for **defence costs**, awards of damages including punitive and exemplary damages where legally permissible, awards of costs including claimants legal costs and expenses and settlements with **our** prior written agreement.

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 unless awarded for defamation.

Outside entity

Any organisation other than **you**:

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

Pollutant

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).

Pollution

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**.

Directors' and trustees' liability

Policy wording

Prior and pending litigation date	The date stated as the prior and pending litigation date in the schedule.
Securities	Any debt or equity interest in you .
Subsidiary	<p>Any private limited company not domiciled outside of the United Kingdom of Great Britain and Northern Ireland or Republic of Ireland in which you:</p> <ol style="list-style-type: none"> 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 control a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act committed before it ceased to be a subsidiary.</p>
Wrongful act	<p>Any actual or alleged act, error or omission committed or attempted by an insured person arising from the performance of the insured person's duties solely in their capacity as your director, partner, trustee, committee member, officer or employee including:</p> <ol style="list-style-type: none"> breach of any duty, including fiduciary or statutory duty; breach of trust; negligence, negligent misstatement, misleading statement or negligent misrepresentation; defamation; wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation); breach of warranty of authority; any other act, error or omission attempted or allegedly committed or attempted by an insured person solely because of their status as a director, partner, trustee, committee member, officer or employee of you.
You/your	Also includes a subsidiary , and any subsidiary created or acquired during the period of insurance , but only for a claim against an insured person arising from a wrongful act committed after the date of creation or acquisition of such subsidiary .

What is covered

Claims against an insured person	We will pay on behalf of any insured person the loss arising from a claim against any insured person for any wrongful act within the geographical limits .
Company reimbursement	<p>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 against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess shown in the schedule.</p> <p>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.</p>
Health and safety/ manslaughter	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 and safety/manslaughter claim , including any 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.
Pollution	We will pay on behalf of any insured person the loss in respect of a claim arising from pollution within the geographical limits .

What is not covered

Deliberate or dishonest acts	We will not make any payment for any claim or loss :
	<ol style="list-style-type: none"> based upon, attributable to or arising out of:

Directors' and trustees' liability

Policy wording

- a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any **insured person**;
- b. an act intended to secure or which does secure a personal profit or advantage to which any **insured person** was not legally entitled;
- c. an act intended to secure or which does secure a profit for any other entity where an **insured person** is a director, partner, trustee, committee member, officer or employee of such entity.

This exclusion will only apply after a judgment or other final adjudication or an admission by an **insured person** that such act did occur. **We** may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exclusion shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on **us** and the **insured person**. The costs of such opinion shall be met by **us**.

Prior claims and circumstances	2. based upon, attributable to or arising out of any claim or circumstance which you or any insured person were aware of, or that has been reported under any policy existing or expired, prior to the start of the period of insurance .
Prior litigation	3. 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 you or an insured person initiated prior to the prior and pending litigation date .
Defined benefit pension schemes	4. based upon, attributable to or arising out of an insured person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities.
Claims outside the applicable courts	5. brought outside the applicable courts shown in the schedule.
Matters insurable elsewhere	6. for mental or emotional distress, 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. This exclusion shall not apply to any health and safety/manslaughter claim . 7. based upon, attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation.
Claims brought by a related party	8. based upon, attributable to or arising out of any claim brought or maintained by you or an insured person .
Breach of professional duty	9. based upon, attributable to or arising out of any claim relating to a breach of or failure to provide professional duties or services.
Shareholders	10. brought by or on behalf of anyone owning 15% or more of your issued share capital.
Acquisition of your assets or issued share capital	11. based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person after any party acquires more than 50% of either your assets or issued share capital. In the event of a subsidiary ceasing during the period of insurance to be a subsidiary cover under this section shall be amended to apply solely to loss arising out of any claim for a wrongful act committed by an insured person prior to the effective date of sale or dissolution.
Share offerings	12. based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person in relation to any actual public offering of your share capital unless we have given our prior written agreement and you have paid any additional premium and accepted any amendments we may require to the terms and conditions of this section.
Financial advantage	13. based upon, attributable to or arising out of the gaining of any financial advantage to which the insured person was not entitled, including the repayment of any wrongfully received monies.

Employment claims	14. based upon, attributable to or arising out of any employment claim .
Extradition proceedings	15. based upon, attributable to or arising out of any extradition proceeding .
Outside entities	16. based upon, attributable to or arising out of any actual or alleged wrongful act committed by an insured person for or on behalf of an outside entity .

Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each insured person and to you, except for General condition 4, Premium payment which applies only to you.</p> <p>General condition 1 and General claims condition 2 shall not apply to this section. Under this section only we waive our right to rescind the policy on the grounds of misrepresentation or fraud.</p> <p>General condition 5, Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date whichever comes first.</p> <p>You agree to act on behalf of all the insured persons as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	<p>All information which any insured person provided before we agreed to insure you will be considered as a separate application for each insured person and as such the knowledge of or any statement made by an insured person will not be imputed to any other insured person for the purposes of determining whether cover is available for any claim against such other insured person.</p>
Extended notification period following acquisition of your assets or issued share capital	<p>In the event that any party acquires more than 50% of either your assets or issued share capital during the period of insurance, you may on payment of an additional premium of 100% of the annual section premium request that this section continue in force for a period of 12 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 acquisition.</p>

How much we will pay

	<p>The most we will pay for the total of all claims and their defence costs is the limit of indemnity shown in the schedule irrespective of the number of claims made.</p> <p>The amount we will pay for claims and their defence costs includes any amount we pay on your behalf, and for claims against an insured person's spouse, civil or unmarried partner.</p> <p>Each claim shall be treated as first made when we receive notice of the first claim. You must pay the relevant excess shown in the schedule.</p>
Paying out the limit of indemnity	<p>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.</p>

Your obligations

Notification	<p>We will not make any payment under this section:</p> <ol style="list-style-type: none"> 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 become aware of within the seven days before expiry: <ol style="list-style-type: none"> the insured person's first awareness of any wrongful act; any claim or threatened claim against an insured person or the insured person's lawful spouse, civil or unmarried partner; the threat or commencement of any disqualification proceedings against any insured person; the threat or commencement of proceedings against any insured person for pollution.
--------------	---

Directors' and trustees' liability

Policy wording

2. if, when dealing with a third-party, **you** or the **insured person** admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement.
You must also not reveal the amount of cover available under this insurance.
3. to any **insured person** who, prior to the **period of insurance**, had knowledge that the information provided to **us** upon which **we** agreed to insure **you** was inaccurate or incomplete.

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.

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

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 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.

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

Special definitions for this section

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

What is covered

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

What is not covered

We will not make any payment for:

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

How much we will pay

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

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

Your obligations

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

If a crisis arises during working hours

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

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

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

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

If a crisis arises outside of working hours

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

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

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

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	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 you in connection with your activities who is: <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour only basis under your control or supervision; d. engaged by labour only sub contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary worker engaged with your permission.
Terrorism	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.
Your activities	Your activities declared to us and accepted by us, undertaken with your full knowledge and authority and under your control or the control of an employee .

What is covered

Claims against you	<p>If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within the geographical limits, we will indemnify you against the sums you have to pay as compensation.</p> <p>The amount we pay will include defence costs but we 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 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 .
Claims against principals	<p>If, as a result of your activities, any party brings a claim, which falls within the scope of what is covered, claims against you, against a customer or client of yours for whom you are providing services under contract or agreement 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 or client that we would have made to you, provided that the party to be indemnified:</p> <ul style="list-style-type: none"> a. has not, in our reasonable opinion, caused or contributed to the claim against them; b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section; c. has not admitted liability or prejudiced the defence of the claim before we are notified of it; d. gives us the information and co-operation we reasonably require for dealing with the claim.

Unsatisfied court judgments	<p>If any employee obtains a judgment for damages following bodily injury 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, we will pay to the employee at your request the amount of any unpaid damages and awarded costs provided that:</p> <ol style="list-style-type: none"> the bodily injury is caused during the period of insurance and arises out of and in the course of his or her employment in your activities; and we would have covered your liability if you had caused the bodily injury; and there is no appeal outstanding; and the employee assigns his or her judgment to us.
-----------------------------	---

Additional cover

Court attendance compensation	<p>If any person within the definition of you has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day, or part of a day, that their attendance is required by our solicitor.</p>
-------------------------------	---

What is not covered

We will not make any payment for:

	1. any claim or loss directly or indirectly due to:
Deliberate or reckless acts	a. any act, breach or omission you deliberately or recklessly commit, condone or ignore;
Offshore	b. any bodily injury caused to any of your employees while they are offshore. An employee 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;
Road traffic legislation	c. any bodily injury to any employee 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 you are entitled to indemnity from any other source.
Claims outside the applicable courts	2. 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, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

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

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
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.

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.

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.

Thank you for signing up with HR Solutions

Currently, HR Solutions had in excess of 65,000 registered clients that used HR Solutions' reference tools, trusting in its quality service to inform them of the latest in HR and health and safety.

Like them, you can now enjoy support on HR and health and safety issues through HR solutions' website. HR Solutions provide a range of support services at an additional cost.

To access the website, please register online at <https://www.policybee.co.uk/hr-service.html> using the last seven digits of your policy number and postcode to gain access to the website.

A risk management service at your fingertips

Included as standard through an easy to navigate website:

- access to a variety of the employee contracts, forms, policies, letters and a handbook that you may need to manage your staff
- a wide range of downloadable HR and health and safety guides
- a free online risk assessment for both HR and health and safety
- monthly e-newsletters, keeping you up-to-date with changes in the law

Available at an additional charge:

- advice helpline – when you register, you are entitled to one **free** call to the advice service of up to 30 minutes duration – just call 0333 247 2004. There is no further registration required for this.

The advice line is staffed by experienced advisors who will give you pragmatic guidance either by telephone or email. All advice given over the telephone is confirmed by email.

You are able to purchase additional time for just £95 plus VAT per hour, saving on solicitor's bills and reducing the risk of legal claims. All purchased unused time is saved for your next call and all advice given is confirmed by email.

- HR consultant services - HR Solutions' on site consultancy services cover all aspects of HR management such as grievances, disciplinaries, recruitment, redundancy programmes, training and development, job evaluation exercises or assistance with performance management issues, all of which are available to you at an attractive rate. To find out more please contact HR Solutions on 0844 324 5840.

Also available from HR Solutions are comprehensive compliance reviews which can, if required, incorporate convenient online updating of all your HR documentation as the fine detail of the law changes. To find out more just contact HR Solutions on 0844 324 5840.

Registering

To register your HR Solutions account, visit <https://www.policybee.co.uk/hr-service.html> with your policy details. If you have any difficulty logging on, please telephone 0333 247 2004.

Special definitions for all property sections

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Breakdown	<ol style="list-style-type: none"> 1. Breaking, failure, distortion or burning out of any part of equipment or a computer whilst in ordinary use, arising from defects in the equipment or computers causing its sudden stoppage and necessitating repair or replacement before it can resume work; or 2. fracturing of any part of equipment or a computer by frost which renders such equipment or computers inoperative; or 3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.
Buildings	<p>The buildings, which belong to you or for which you are legally responsible, at the premises shown in the schedule, including:</p> <ol style="list-style-type: none"> 1. outbuildings and annexes; 2. landlord's fixtures and fittings, fixed fuel tanks; 3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises; 4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains. <p>The land at the premises is not included within this definition.</p>
Computers	Computers and ancillary equipment, which belong to you or for which you are legally responsible, including software and data carrying media but excluding data or information entered by you or on your behalf.
Damage	Accidental physical loss or physical damage.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunami.
Employee	<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 you in connection with your activities who is:</p> <ol style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour only basis under your control or supervision; d. engaged by labour only sub contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary worker engaged with your permission.
Equipment	<p>Equipment, which belongs to you or for which you are legally responsible:</p> <ol style="list-style-type: none"> 1. built to operate under vacuum or pressure, other than the weight of contents; or 2. used for the generation, transmission or utilisation of energy. <p>Computers are not included in this definition.</p>
Explosion or collapse	<ol style="list-style-type: none"> 1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured equipment together with forcible ejection of the contents; or 2. sudden and dangerous distortion of any part of the insured equipment caused by crushing stress by force of steam or other fluid pressure.

Property definitions (Charity)

Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.

Failure

Damage caused by:

1. electrical or mechanical **breakdown**, including rupture or bursting caused by centrifugal force; or
2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; or
3. **explosion or collapse** of **equipment** owned or leased by **you** or under **your** control and operating under steam or other fluid pressure; or
4. any condition or event, not otherwise excluded by this section, occurring inside **equipment** operating under steam or other fluid pressure; or
5. any condition or event, not otherwise excluded by this section, occurring inside hot water boilers or other water heating equipment; or
6. operator error.

Flood

Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by **storm** or not.

Identity fraud

Someone, or a group of people, knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

Insured location

The space **you** occupy at the premises shown in the schedule located in a building of **standard construction** unless otherwise notified to **us** and to which **we** have confirmed **our** agreement. This includes any outbuildings **you** occupy on the same premises.

Production or process equipment

Any **equipment** which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such **equipment** and any other machine or apparatus used exclusively with such **equipment**.

Property

Tangible property.

Reconstitution of data

Reconstitution of the data **you** need to continue **your activities**, if **your** electronic business records and electronic data have been lost or distorted.

Software

Programmes which run **your computers**, including both **your** own operating programmes and application programmes used in the course of **your activities**.

Standard construction

Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.

Storm

High winds of a destructive nature, rainstorm, hailstorm or snowstorm.

Subsidence

Subsidence, landslip or heave.

Your activities

Your activities declared to **us** and accepted by **us**, undertaken with **your** full knowledge and authority and under **your** control or the control of an **employee**.

Property – portable equipment

Policy wording

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

Special definitions for this section

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

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

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**.

How much we will pay

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

Your obligations

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

Please read the schedule to see if **your** loss of **income**, loss of **gross profit**, **increased costs of working** or **additional increased costs of working** are covered.

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

Special definitions for this section

Additional increased costs of working	The additional costs and expenses, not including the costs of reconstitution of data , reasonably incurred by you with our prior consent in order to continue your activities or minimise your loss of income or loss of gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.
Alternative hire costs	The reasonable hire costs incurred by you during the period of insurance for the necessary hire of a substitute item of similar type and capacity either whilst property is being repaired or until permanently replaced, following insured damage or insured failure .
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Income	The total income from your activities carried out from the insured location .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income from your activities during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date of the insured damage or insured failure , or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage , insured failure or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	<p>Damage, other than failure, to property occurring during the period of insurance provided that:</p> <ol style="list-style-type: none"> the damage is not otherwise excluded by the buildings, contents or other property section of this policy; and payment has been made or liability admitted by the insurer under any insurance covering such damage.
Insured failure	<p>Failure of equipment, computers, oil or water storage tanks and other insured items provided that:</p> <ol style="list-style-type: none"> the failure is not otherwise excluded by the Equipment breakdown section of this policy; and payment has been made or liability admitted by us under the Equipment breakdown section of this policy.
Notifiable human disease	Any human infectious or human contagious disease, an outbreak of which must be notified to the local authority.
Rate of gross profit	The percentage produced by dividing gross profit by your income during the financial year immediately before any insured damage , insured failure or restriction.
Rent	<p>Rent:</p> <ol style="list-style-type: none"> for the insured location that you must legally pay whilst the insured location or any part of it is unusable as a result of insured damage, insured failure or restriction; that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage, insured failure or restriction.
Uninsured working expenses	Purchases less discounts received, bad debts, rent and any other item described in the schedule.

What is covered	We will insure you for your financial losses and other items specified in the schedule, resulting solely and directly from an interruption to your activities caused by:
Financial losses from insured damage	<ol style="list-style-type: none"> insured damage to property: <ol style="list-style-type: none"> insured under any Property section of this policy other than Equipment breakdown; or insured elsewhere, but not under this policy, provided the damage occurred whilst the property was at the insured location;
Denial of access	<ol style="list-style-type: none"> insured damage in the vicinity of the insured location which prevents or hinders your access to the insured location;
Bomb threat	<ol style="list-style-type: none"> your total inability to access the insured location due to restrictions imposed by the police, An Garda Síochána, the British Armed Forces or the Irish Defence Forces caused by the presence or suspected presence of an incendiary or explosive device within the premises or in the vicinity of the insured location during the period of insurance, provided that such restriction applies for more than four hours and subject to our liability being limited to the actual period that total access is denied. No cover will be provided if actual damage or failure is caused by the device;
Suppliers	<ol style="list-style-type: none"> insured damage, other than damage caused by flood or earth movement, arising at the premises of one of your suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services;
Public utilities	<ol style="list-style-type: none"> failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the insured location for more than 24 consecutive hours caused by insured damage, other than damage caused by flood or earth movement, to any land based premises of the supply authority or the terminal feed to the insured location or to underground pipes or underground cables conveying such services from the supply authority to your premises;
Public authority	<ol style="list-style-type: none"> your inability to use the insured location due to restrictions imposed by a public authority during the period of insurance following: <ol style="list-style-type: none"> a murder or suicide; an occurrence of any notifiable human disease; injury or illness of any person traceable to food or drink consumed on the premises; defects in the drains or other sanitary arrangements; vermin or pests at the insured location;
Loss of attraction	<ol style="list-style-type: none"> insured damage in the vicinity of the insured location or any fundraising event resulting in a shortfall in your expected income or gross profit for more than seven consecutive days;
Customers	<ol style="list-style-type: none"> insured damage, other than damage caused by flood or earth movement, at the premises of one of your direct customers operating and based in the European Union;
Equipment breakdown	<ol style="list-style-type: none"> insured failure.
Additional cover	The following are also provided up the amount shown in the schedule:
Death of a patron	<ol style="list-style-type: none"> We will reimburse you for the necessary and reasonable costs you incur to amend any of your printed literature or external webpages that refer to your patron as a result of their: <ol style="list-style-type: none"> death; or being the subject of a criminal investigation; or offending public taste, during the period of insurance, provided that you notify us promptly and obtain our approval of the costs before they are incurred. This cover only applies where your patron is under the age of 70 at the start of the period of insurance.

What is not covered	<ol style="list-style-type: none"> We will not make any payment for any interruption to your activities directly or indirectly caused by, resulting from or in connection with terrorism. This does not apply to the cover under What is covered, Bomb threat. We will not make any payment under this section if your activities are discontinued permanently or if a liquidator or receiver is appointed.
----------------------------	---

How much we will pay	<p>We will pay up to the amount insured unless limited below or shown in the schedule. We will pay for no longer than the period shown in the schedule against each insured item.</p> <p>If you are accountable to the tax authorities for Value Added Tax, the amount we pay will be exclusive of such tax.</p> <p>The amount we pay for each item will be calculated as follows:</p>
Loss of income	the difference between your actual income during the indemnity period and the income it is estimated you would have earned during that period or, if this is your first trading year, the difference between your income during the indemnity period and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses you pay out of your income during the indemnity period . We will also pay for increased costs of working and alternative hire costs ;
Loss of gross profit	the sum produced by applying the rate of gross profit to any reduction in income during the indemnity period plus increased costs of working and alternative hire costs , less any business expenses or charges which cease or are reduced;
Outstanding debts	any of your outstanding debts which you are unable to recover following loss of your accounting records as a direct result of insured damage or insured failure .
Accountant's charges	the amount we will pay for loss of income , or loss of gross profit if applicable, includes the reasonable charges you pay to your professional accountant for producing information we require in support of a request for settlement under this section.
Under insurance	if the annualised amount insured is less than 85% of your actual income , or your actual gross profit if applicable, during the 12 months immediately preceding the date of the insured damage, insured failure or restriction, the amount we pay will be reduced in the same proportion as the under insurance.
Business trends	the amount we pay for loss of income or loss of gross profit will be amended to reflect any special circumstances or business trends affecting your activities , either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the insured damage, insured failure or restriction had not occurred.
Special limits	
Loss of attraction	We will only pay for your financial losses or other items specified in the schedule for up to three consecutive months from the time of the insured damage .

Your obligations	
If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage or event which might prevent or hinder you from carrying on your activities .
Property insurance	Where the damage involves property you own or are legally responsible for, we will not make any payment unless you have property insurance in force covering the damage and payment has been made, or liability admitted, under that insurance for the damage .
Accounts records	We will not make any payment for outstanding debts unless you keep a record of all amounts owed to you and keep a copy of the record away from the insured location .

Commercial legal protection

Policy wording

This section is provided by DAS Legal Expenses Insurance Company Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS will always try to give **you** a quality service. If **you** think **DAS** have let you down, please write to the Customer Relations Department at the head office address. Or **you** can phone **DAS** on 0117 934 0066 or email customerrelations@das.co.uk. Details of **DAS'** internal complaint handling procedures are available on request.

Head and Registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England. Registered in England and Wales, number 103274.

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

It will help if **you** keep the following points in mind:

- Once **you** have sent **DAS** the details of **your** claim and **DAS** have accepted it, **DAS** will start to resolve **your** legal problem.
- Always report **your** claim to **DAS** in writing and as soon as possible. **DAS** can send **you** a claim form to help **you** do this.

DAS normally deal with claims through their Legal Claims Centre but sometimes **DAS** use appointed lawyers.

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

Send your claim to	Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.
If you need help from DAS	You can phone DAS any time on 0117 933 0626 for advice on any commercial legal or tax problem affecting your business. If you require a claim form you can phone DAS on 0117 933 0626.
When DAS cannot help	Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, DAS will not pay the costs involved.
Cover	<p>This section will cover the insured person in respect of any insured incident arising in connection with the business shown in the policy schedule if the premium has been paid.</p> <p>DAS agree to provide the insurance in this section in accordance with the operative covers shown in the policy schedule as long as:</p> <ol style="list-style-type: none"> the date of occurrence of the insured incident happens during the period of insurance and within the territorial limit; and any legal proceedings will be dealt with by a court, or other body which DAS agree to, in the territorial limit; and in civil claims it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence. <p>For all insured incidents, DAS will help in appealing or defending an appeal as long as the insured person tells DAS within the time limits allowed that they want DAS to appeal. Before DAS pay any costs and expenses for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.</p> <p>If an appointed representative is used, DAS will pay the costs and expenses incurred for this.</p> <p>DAS will pay compensation awards that DAS have agreed to.</p> <p>The most DAS will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the amount shown in the schedule for this section.</p>

Special definitions for this section

DAS	DAS Legal Expenses Insurance Company Limited.
The policyholder	The insured named in the policy schedule.
Insured person	The policyholder and the policyholder's directors, partners, managers, employees and any other individuals declared to us by the policyholder .
Appointed representative	The lawyer, accountant or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of this section.
Full enquiry	An extensive examination by the HM Revenue & Customs which considers all aspects of the policyholder's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Aspect enquiry	An examination by the HM Revenue & Customs which considers one or more specific aspects of the policyholder's self assessment and/or corporation tax return.
Date of occurrence	<ol style="list-style-type: none"> For civil cases (other than under insured incident - 4 Tax protection), the date of occurrence is when the cause of action first accrued. For criminal cases, the date of occurrence is when the insured person commenced or is alleged to have commenced to violate the criminal law in question. For full enquiries or aspect enquiries, the date of occurrence is when the HM Revenue & Customs first notifies in writing the intention to make enquiries. For Employers' Compliance and Value Added Tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the policyholder.
Costs and expenses	
Legal costs	<p>All reasonable and necessary costs chargeable by the appointed representative on a standard basis.</p> <p>Also the costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with the agreement of DAS.</p>
Accountant's costs	A reasonable amount in respect of all costs reasonably incurred by the appointed representative .
Attendance expenses	<p>The insured person's salary or wages for the time that the insured person is off work to attend any arbitration, court or tribunal hearing at the request of the appointed representative or while attending jury service. DAS will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for.</p> <p>The amount DAS will pay is based on the following:</p> <ol style="list-style-type: none"> the time the insured person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours; if the insured person works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages; if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.
Territorial limit	<p>For insured incidents 2 Legal Defence (excluding 2.4), and 3 b. Bodily Injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey..</p> <p>For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with DAS.</p>

Insured incidents we will cover

1. Employment disputes and compensation awards

a. Employment disputes

DAS will defend **the policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute with:
 - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or
 - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

1. Any claim in respect of damages for personal injury or loss of or damage to property.
2. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation.

b. Compensation awards

DAS will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident** 1.a.

Provided that:

1. In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - a. followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
 - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c. sought and followed advice from the **DAS** legal advice service.
2. For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Legal Claims Centre prior to serving notice of redundancy.
4. The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

What is not covered

1. Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

c. Service occupancy

DAS will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2. Legal defence

At **the policyholder's** request:

1. **DAS** will defend the **insured person's** legal rights
 - a. prior to the issue of legal proceedings when dealing with the
 - Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - c. if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
2. **DAS** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
3. **DAS** will defend the **insured person's** (other than **the policyholder**) legal rights if:
 - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
4. **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.
6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

1. In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies.
2. At the time of the **insured incident**, the **policyholder** has registered with the Information Commissioner in respect of **insured incident 1 c**.

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. Property protection and bodily injury

a. Property protection

DAS will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes or could cause physical damage to such material property; or
2. any nuisance or trespass.

What is not covered

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

b. Bodily injury

At **the policyholder's** request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

4. Tax protection

a. Full or aspect enquiries

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry** and **any subsequent appeal proceedings**.

b. Employers' compliance

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

c. VAT disputes

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that:

1. For all **insured incidents**, the **policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
2. **DAS** will not pay more than £2,000 for **aspect enquiries**.

What is not covered

1. In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
2. Any **insured incident** arising from a tax avoidance scheme.
3. Any **insured incident** caused by the failure of the **policyholder** to register for Value Added Tax.
4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Compliance Office.
5. Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. Compensation Awards** and **2 Legal Defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by the **policyholder**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in the **policyholder** unless such shareholding was acquired under a scheme open to all employees of the **policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of the **policyholder**.
9. Judicial review.
10. Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.

Conditions which apply to the whole section

1. An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - b. notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - d. try to prevent anything happening that may cause a claim;
 - e. send everything **DAS** ask for, in writing;
 - f. give **DAS** full details of any claim as soon as possible and give **DAS** any information they need.
2. a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
DAS can negotiate any claim on behalf of an **insured person**.

- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - ii. there is a conflict of interest.
 - c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
 - d. An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
 - e. **DAS** will have direct contact with the **appointed representative**.
 - f. An **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
 - g. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
 3.
 - a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
 - b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
 - c. **DAS** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
 4.
 - a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
 - b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
 5. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
 6. If an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
 7. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS**' internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
 8. **DAS** may at their discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
 9. This policy will be governed by English law.

Helpline services

DAS provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** record all calls.

Eurolaw commercial legal advice

DAS will give the **policyholder** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice

DAS will give the **policyholder** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Business assistance

In the event of an unforeseen emergency affecting the **policyholder's** business premises which causes damage or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on behalf of the **policyholder**. All costs of assistance provided are the responsibility of the **policyholder**.

To contact the above services, phone us on 0117 933 0626 quoting your policy number.

Counseling

DAS will provide all employees (including any members of their immediate family who permanently live with them) of the **policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0117 934 2121

These calls are not recorded. **DAS** will not accept responsibility if the Helpline Services fail for reasons **DAS** cannot control. Please do not phone **DAS** to report a general insurance claim.

The employment manual

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **DAS** at marketing@das.co.uk with **your** e mail address, quoting **your** policy number and **DAS** will contact **you** by e mail to inform **you** of future updates to the information.

DAS Businesslaw

At www.dasbusinesslaw.co.uk **you** will find a free, online reference full of the sorts of letters, articles and forms that will help **you** run **your** business successfully. DASbusinesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, **you** will find the content provided by DASbusinesslaw is updated regularly by legal experts to help **you** keep **your** business one step ahead.

To access DASbusinesslaw, please go to www.dasbusinesslaw.co.uk and register **your** details. When asked for **your** policy number, please insert **your** Hiscox policy number and the password is **DAS472301**.

Terms of business

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

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

Status - PolicyBee LLP is an independent intermediary authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. Our FCA register number is 537595.

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

If you have a complaint

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

We'll follow our complaint handling procedure, available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

Further details can be obtained here: <https://www.financial-ombudsman.org.uk/publications/ordering-leaflet/leaflet>.

Online Dispute Resolution (ODR)

If you bought your policy online through our website, you may also submit a complaint through the ODR platform <http://ec.europa.eu/odr>.

Financial Services Compensation Scheme (FSCS)

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

Our services

These include: assessing your needs and making a personal recommendation about your insurance, arranging your cover and helping you with any policy changes you, we or the insurer make. As part of our service, we'll also help you with any claim.

We conduct a fair and personal analysis of the market to meet your demands and needs. Sometimes, this means we'll only offer products from a single insurer but we'll let you know who this is.

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

Our remuneration

This is commission, which is a percentage of the premium paid by you; commission may well include a profit share arrangement that your policy may contribute towards. If any fee is due, we'll agree this with you before you purchase the policy.

We are committed to ensuring complete transparency of our remuneration and we will, at your request fully disclose our remuneration.

Fair presentation of risk

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

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

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

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

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

Security

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

GDPR/Data Protection - how we use your data

We treat your personal information as private and confidential, and we're registered with the ICO as a Data Controller. We comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. If you'd like specific information on how we use your personal data, and other rights you have under GDPR such as 'Right of Access', please contact us. You can review our privacy notice at: <https://www.policybee.co.uk/info/privacy-notice.html>.

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

Credit Checks

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

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

Claims

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

Handling your money

Our financial arrangements with most insurance companies are on a 'risk transfer' basis. This means we act as agents of the insurer in collecting premiums and handling refunds. In these circumstances, money is deemed to be held by the insurer(s) arranging your policy. However, if risk transfer does not apply, we'll hold that money in a statutory trust account set up in accordance with the FCA Client Assets Sourcebook (CASS) and with our nominated bank. Holding money in line with CASS ensures your money is protected and used only for the settlement of Insurer accounts. We'll retain interest earned on money in a statutory trust account.

Cancellation Clause

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

Financial Crime

The National Crime Agency (NCA) requires us to report any suspicious transactions to them. In these circumstances, we might ask for evidence of your identity. This could mean we ask to see your passport, a utility bill or a bank statement. For companies, we might want to see your Certificate of Incorporation or we may check the Companies House register.

Health & Safety

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

Termination

Our services may be terminated without cause or penalty by giving one month's notice in writing. If our services are terminated by you other than at the expiry of the policy, we will be entitled to retain the commission payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.

Law and Jurisdiction

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

Contact us

Address: PolicyBee LLP, 14 Brightwell Barns, Waldringfield Road, Ipswich, IP10 0BJ
Tel: 0345 222 5360
Fax: 01473 357873

PolicyBee LLP's Fair Processing Notice

We collect and process your information to provide insurance policies and to process claims. We also use your information for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from third parties such as insurers, loss adjusters, or our regulators.

If you have questions or concerns about how your information has been used, please call us on 0345 222 5360 or email contactus@policybee.co.uk.

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

Hiscox's Fair Processing Notice

Using your personal information

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

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

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

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



CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 and subsequently amended by regulation 2 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy. This requirement will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form)

Policy number: 14628489
Name of Policyholder: Rationale Arts
Date of commencement of insurance policy: 13/08/2019
Date of expiry of insurance policy: 12/08/2020 both days inclusive

We hereby certify that subject to paragraph 2:

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney (b); and
2. the minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of Hiscox Insurance Company Ltd

Steve Langan
Managing Director, Hiscox UK and Ireland

Notes:

(a) Where the employer is a company to which regulation 3(2) of the regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in regulation 4(6) of the Regulations.

(c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

The certificate above shows that you are insured

- (i) with an authorised insurer, and
- (ii) terms required by the Act for your liability for bodily injury or disease sustained by your employees.

The certificate (or any copy) must not be displayed unless the policy has been renewed.

Hiscox Insurance Company Ltd
Registered in England Number 70234
Registered Office 1 Great St Helen's, London EC3A 6HX
Telephone No: 020 7448 6000



Employers' Liability Tracing Office (ELTO)

Hiscox is a member of ELTO and must collect certain information about the entities insured for UK Employers' liability insurance under your policy.

Information we hold for your policy

Your reference: 14628489

Name of Policyholder: Rationale Arts

We hold the following information for your policy. Please check it and notify us (or your insurance intermediary if you have one) if anything is incorrect.

Employer/registered name	Main/registered address	Postcode	HMRC Employer Reference Number (ERN)	ERN not applicable reason
Rationale Arts	32 John Street, Chesterfield	S434LD	TBC	n/a

Please refer to your policy schedule for details of our obligations, your rights and how your information may be used.

Mandatory information - what is required?

Below is a summary of the information we must collect from you to help you provide the correct information.

For the main policyholder and each additional employer or subsidiary company in the UK insured under the policy, the following is required:

1. Employer name
2. Full address of employer including postcode
3. HMRC Employer Reference Number (ERN)

Entities which do not have an HMRC ERN

If any entity insured does not have an ERN, a reason must be supplied to us from the following:

- All employees below PAYE threshold
- Business registered outside England, Scotland, Wales or NI
- The business does not have any employees



CERTIFICATE OF PUBLIC LIABILITY AND EVENT COVER INSURANCE

Policy Number: 14628489

Name of Policyholder: Rationale Arts

Description of Activities: Registered charity or not-for-profit organisation involved in arts, culture, heritage, community, well-being, disability, sports and/or youth activities

Date of commencement of insurance policy: 13/08/2019

Date of expiry of insurance policy: 12/08/2020 expiring at Midnight

Limit of Indemnity: £1,000,000

Signed on behalf of Hiscox Insurance Company Ltd

Steve Langan
Managing Director, Hiscox UK and Ireland

Notes:

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

About the insurer:

Insurer	Hiscox Insurance Company Ltd
Company registration	Registered in England number 70234
Registered address	1 Great St Helen's, London EC3A 6HX
Status	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority



CERTIFICATE OF PROFESSIONAL INDEMNITY INSURANCE

Policy Number:	14628489
Name of Policyholder:	Rationale Arts
Description of Activities:	Registered charity or not-for-profit organisation involved in arts, culture, heritage, community, well-being, disability, sports and/or youth activities
Date of commencement of insurance policy:	13/08/2019
Date of expiry of insurance policy:	12/08/2020 expiring at Midnight
Retroactive Date:	13/08/2019
Limit of Indemnity:	£100,000 in total for all claims, losses and defence costs

Signed on behalf of Hiscox Insurance Company Ltd

Steve Langan
Managing Director, Hiscox UK and Ireland

Notes:

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

About the insurer:

Insurer	Hiscox Insurance Company Ltd
Company registration	Registered in England number 70234
Registered address	1 Great St Helen's, London EC3A 6HX
Status	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Invoice

Your invoice from PolicyBee LLP

Reference no. 14628489

Issued on 13 August 2019

Rationale Arts

For your Hiscox charity insurance

Effective from 13/08/2019

Premium including IPT @ 12%	£201.60
-----------------------------	---------

Total	£201.60
-------	---------

Policy being paid by monthly Direct Debit

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay by Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Hiscox Underwriting Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Hiscox Underwriting Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Hiscox Underwriting Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Hiscox Underwriting Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.