

A seamless integrated insurance solution for canine clubs and societies, organisers of Companion Dog Shows, dog training instructors and canine behaviourists.

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

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Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Signed for and on behalf of Hiscox Underwriting Ltd:



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

or by telephone on +44 (0) 800 1164627 or +44 (0) 1904 681198
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.
Advertising	Advertising, publicity, or promotion in or of you or your club or society.
Asbestos risks	<ol style="list-style-type: none">a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orb. exposure to asbestos, asbestos fibres or materials containing asbestos; orc. 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.
Confiscation	Confiscation, nationalisation, requisition or 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.
Fundraising activities	The following fundraising activities arranged by you that occur within the geographical limits : <ol 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 fundraising activity not specifically excluded by the policy.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol 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	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">a. is committed for political, religious, ideological or similar purposes; andb. is intended to influence any government or to put the public, or any section of the public, in fear; andc.<ol style="list-style-type: none">i. involves violence against one or more persons; orii. involves damage to property; oriii. 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	Programs 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.
Your activities	Your activities, as shown in the schedule, including: <ul style="list-style-type: none">a. meetings, functions, events, training sessions and shows organised by you or in which you take part;b. advertising;c. the ownership, maintenance and repair of premises where you carry out your activities;d. the management and provision of canteen, social or welfare organisations for the benefit of your members;e. the management and provision of medical, fire and security services;f. fundraising activities;g. any other activity declared to us and accepted by us.

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: <ul style="list-style-type: none">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; orii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.
Change of circumstances	3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the Cancellation condition.

If you fail to notify us of a change of circumstances

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

we may treat this **policy** as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all premiums paid.

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

Reasonable precautions

5. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

Premium payment

6. **We** will not make any payment under this **policy** until **you** have paid the premium.

Cancellation

7. If **you** decide within the first 14 days of taking out this **policy** that this **policy** does not meet **your** requirements, **you** may cancel this **policy** and, provided that no claim has been made, receive a full refund of **your** premium.

We or, after 14 days **you**, 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 £25 where **you** have cancelled the **policy**.

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.
- Consumers 15. If **you**, or any individual entitled to cover under this **policy**, are a 'consumer', as defined in the Consumer Insurance (Disclosure and Representations) Act 2012, and the terms of the Act are more favourable to **you** or the person to be indemnified than the terms of this **policy**, **we** will treat this **policy** as if the terms of the Act apply.

General claims conditions

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

- Your obligations 1. **We** will not make any payment under this **policy** unless **you**:
- 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
 - 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:
- 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
 - give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.
- If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.
- False claims 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:
- 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;
 - 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;
 - you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and

d. **we** shall be entitled to retain all premiums paid;

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

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

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

Special definitions for this section

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.
Member	Any person: <ul style="list-style-type: none">a. officially registered as a member of yours;b. handling a dog for a registered member of yours;c. handling any other animal approved by us in writing for a registered member of yours;d. who is the owner or custodian of a dog being trained by you;e. who is the owner or custodian of any other animal approved by us in writing being trained by you.f. undertaking club or society activities on your behalf, including invited judges and stewards.
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 supplied to others which were sold, manufactured, repaired, installed, erected, altered, 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.
You/your	Also includes any person who was, is or during the period of insurance becomes your director, partner, trustee, committee member or officer in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your activities, any party brings a claim against you for:</p> <ul style="list-style-type: none">a. bodily injury or property damage occurring during the period of insurance;b. 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, volunteer worker or member 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>
Claims against members	<p>If, as a result of any member's activities at any meeting, function, event, training session or show organised by you or in which you take part, a claim for:</p> <ul style="list-style-type: none">a. bodily injury or property damage occurring during the period of insurance;b. personal injury or denial of access committed during the period of insurance; <p>is brought against such member (including a claim brought by another member but not a claim brought by you), we will indemnify that member against the sums they have to pay as compensation.</p>

However, **we** will not make any payment for any claim for **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with that **member**.

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

Overseas personal liability

We will indemnify **you** and if **you** so request, any of **your** directors, partners, trustees, committee members, officers or spouse of such person against legal liability as a result of **bodily injury, property damage** or **personal injury** incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man other than:

- a. where indemnity arises out of the ownership or occupation of land or buildings;
- b. where indemnity is provided by any other insurance.

Claims against principals

If, as a result of **your activities**, any party brings a claim, which falls within the scope of **What is covered**, Claims against you, against 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:

- 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.

Cross liabilities

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.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

Additional cover**Court attendance compensation**

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

Motor contingent liability

If, any party brings a claim against **you** for **bodily injury** and or **property damage** occurring during the **period of insurance** and arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with **your activities** within the **geographical limits**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will not make any payment for any claim:

- a. arising from any mechanically propelled vehicle or any trailer attached to it which is:
 - i. owned by **you**; or
 - ii. loaned, leased, hired or rented to **you**; or
 - iii. provided by **you**; or
 - iv. being driven by **you**;
- b. for **property damage** to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;
- c. arising from the vehicle being driven by **you** or any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle;
- d. more specifically insured under another insurance policy.

What is not covered	A. We will not make any payment for any claim or loss directly or indirectly due to:
Property for which you are responsible	<p>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:</p> <ul style="list-style-type: none"> a. employees' or visitors' vehicles or effects 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. <p>2. the ownership, possession, maintenance or use by you or any member or on behalf of you or any member of any aircraft or other aerial device, hovercraft, watercraft or any mechanically propelled vehicles and their trailers.</p> <p>This does not apply to:</p> <ul style="list-style-type: none"> a. any tool of trade; b. the loading or unloading of any vehicle off the highway; c. any claim covered under What is covered, Motor contingent liability. <p>3. the ownership, possession, maintenance or use by you or any member or on behalf of you or any member of any weaponry.</p>
Events and activities	<p>4. any events or activities which involve any of the following:</p> <ul style="list-style-type: none"> a. mechanically driven rides; b. carriages or rides drawn or propelled by any animal; c. activities taking place more than five metres above the ground when outside a building or structure or five metres from floor level when inside a building or structure; d. winter sports including but not limited to skiing, ice skating and the use of sleds, sleighs or sledges; e. roller skating, roller blading or the use of skateboards; f. gymnastics or trampolining; g. climbing, caving, potholing or any underground activity or any activity that requires the use of cables, ropes, wires or guides; h. horse riding or any other equestrian activities; i. the use of any playground equipment or inflatable play equipment including but not limited to bouncy castles, slides and rides; j. fireworks, bonfires, sparklers, airborne lanterns, pyrotechnics or any explosive devices; k. contact sports or professional sports of any kind; l. 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.
Injury to employees	<p>5. bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you or any member.</p>
Pollution	<p>6. a. i. any pollution of buildings or other structures or of water or land or the atmosphere; or</p> <p>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;</p> <p>b. any pollution occurring in the United States of America or Canada.</p>
Computer virus	<p>7. transmission of a computer virus.</p>
Professional advice	<p>8. designs, plans, specifications, formulae, directions or advice prepared or given by you or any member.</p>

Your products	9. the costs of repairing, reconditioning or replacing any product or any of its parts. 10. any products other than food and drink.
Deliberate or reckless acts	11. any act, breach, omission or infringement you or a member 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	12. your or any member's liability under any contract which is greater than the liability you or such member would have at law without the contract.
Date recognition	13. date recognition .
War, terrorism and nuclear	14. war, terrorism or nuclear risks .
Asbestos	15. asbestos risks .
	B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your or any member's right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against you resulting from work you or any member 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.

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 USA/Canada	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	We will pay you the following compensation for each day, or part day: <table border="0" style="margin-left: 20px;"> <tr> <td>1. You or your director, partner, trustee, committee member or officer</td> <td style="text-align: right;">£250</td> </tr> <tr> <td>2. Any other employee</td> <td style="text-align: right;">£100</td> </tr> </table>	1. You or your director, partner, trustee, committee member or officer	£250	2. Any other employee	£100
1. You or your director, partner, trustee, committee member or officer	£250				
2. Any other employee	£100				

The most **we** will pay for the total of all court attendance compensation is £10,000.

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

If a problem arises

1. **We** will not make any payment under this section unless:
 - a. **you** notify **us** promptly of any claim or threatened claim against **you**. 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 agent) ensuring **you** quote **your** policy number.
 - b. **you** notify **us** within seven days of a claim or anything which may give rise to a claim under this section, arising out of **bodily injury**. 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) ensuring **you** quote **your** policy number.
 - c. **you** notify **us** promptly of any claim or threatened claim against any **member** in connection with **your activities**.
 - d. **you** notify us as soon as practicable of:
 - i. **your** discovery that **products** are defective;
 - ii. any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your** client or a third-party, **you** or any **member** must not admit that **you** or any **member** are liable for what has happened or make any offer, deal or payment, unless **you** or any **member** have **our** prior written agreement. If **you** or a **member** does, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Correcting problems

You must 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. If **you** do not, **we** may reduce any payment **we** make by an amount equal to the detriment **we** have suffered as a result.

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

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	<p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man working for you in connection with your activities who is:</p> <ol style="list-style-type: none">employed by you under a contract of service or apprenticeship;hired to or borrowed by you;self-employed and working on a labour-only basis under your control or supervision;engaged by labour-only sub-contractors;a labour master or a person supplied by him;engaged under a work experience or training scheme;a voluntary helper.
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.

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 costs	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you .
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.
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

- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

Additional cover

Court attendance compensation

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.

What is not covered

We will not make any payment for:

1. any claim or loss directly or indirectly due to:
 - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
 - 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.
 - 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.
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
- 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**.
- Criminal proceedings costs
- 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**.
- Court attendance compensation
- We** will pay **you** the following compensation for each day, or part day:
1. **You** or **your** director, partner, trustee, committee member or officer £250
 2. Any other **employee** £100
- The most **we** will pay for the total of all court attendance compensation is £10,000.

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless:
 - a. **you** notify **us** within seven days of 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 agent) ensuring **you** quote **your policy** number.
 - b. **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
2. When dealing with **your employee** or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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.

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

Special definitions for this section

Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Retroactive date	The date stated as the retroactive date in the schedule.
You/your	Also includes any person who was, is or during the period of insurance becomes your director, partner, trustee, committee member or officer in actual control of your operations.
Your business activities	The provision of dog and dog handler training and advice relating to the advancement and promotion of dog related activities.

What is covered

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

- a. negligence or breach of a duty of care, failure in a duty to educate or failure in a duty to supervise;
- b. negligent misstatement or negligent misrepresentation;
- c. infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off;
- d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
- e. defamation;
- f. dishonesty of **your** individual partners, directors, trustees, committee members, employees or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision;

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

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

Avoiding a potential claim against you

If **your** client has reasonable grounds for being dissatisfied with the work **you** have done, refuses to pay for any or all of it, including amounts **you** legally owe to 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.

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

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

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

Your own losses

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

Additional cover

Court attendance compensation

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

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any investment of, or direct advice on the investment of, client funds.
 2. any survey or valuation of physical property or any construction or erection work.
 3. any 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. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
 5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
 6. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
 7. transmission of a computer **virus**.
 8. any liability under any contract which is greater than the liability **you** would have at law without the contract.

Matters insurable elsewhere

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

this clause does not apply to **your** own loss under the Loss of documents cover 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 held electronically.
16. any personal liability incurred by a director, trustee, committee member or officer of **yours** when acting in that capacity or managing **your** organisation, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** organisation contained in **your** accounts, reports or financial statements.
17. any supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

18. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.

Pre-existing problems

20. anything, including any actual or alleged shortcoming in **your** work, likely to lead to a claim against **you**, which **you** knew or ought reasonably to have known about, before **we** agreed to insure **you**.

Date recognition	21. date recognition.
War, terrorism and nuclear	22. war, terrorism or nuclear risks.
Asbestos	23. asbestos risks.
	B. we will not make any payment for:
Claims brought by a related party	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 activities .
Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract.
Lost profit and VAT	3. your lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	5. fines and contractual penalties, tax liabilities or debts, 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	6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

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, unless limited below or in the schedule. **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.

Special limits

Loss of documents The most **we** will pay during the **period of insurance** for the cost of restoring or replacing all documents, information or data of **yours** is £10,000.

Court attendance compensation **We** will pay **you** the following compensation for each day, or part day:

- | | |
|--------------------------------------------------------------------------------------|------|
| 1. You or your director, partner, trustee, committee member or officer | £250 |
| 2. Any other employee | £100 |

The most **we** will pay for the total of all court attendance compensation is £10,000.

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

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of anything, including any actual or alleged shortcoming 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, trustee, committee member, employee, sub-contractor or outsourcer has acted dishonestly;
 - d. **your** discovery that any document, information or data of **yours** has been lost, damaged or destroyed.
2. When dealing with **your** client or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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.

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**.

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 or entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which you:</p> <ol style="list-style-type: none"> 1. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or 2. control a majority of its voting rights under a written agreement with other shareholders or members. <p>provided that such entity does not trade any of its securities on any United States of America exchange.</p> <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"> 1. breach of any duty, including fiduciary or statutory duty; 2. breach of trust; 3. negligence, negligent misstatement, misleading statement or negligent misrepresentation; 4. defamation; 5. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation); 6. breach of warranty of authority; 7. 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 or entity 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

We will not make any payment for any **claim** or **loss**:

- | | |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliberate or dishonest acts | <p>1. based upon, attributable to or arising out of:</p> <ol style="list-style-type: none"> 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 company or entity where an insured person is a director, partner, officer or employee of such company or entity. <p>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.</p> |
| Prior claims and circumstances | <p>2. based upon, attributable to or arising out of any claim or loss, or anything likely to lead to a claim or loss, which you or any insured person knew or ought reasonably to have known about, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.</p> |
| Prior litigation | <p>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.</p> |
| Defined benefit pension schemes | <p>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.</p> |
| Claims in the United States of America | <p>5. based upon, attributable to or arising out of any wrongful act committed or attempted in the United States of America.</p> |
| Matters insurable elsewhere | <p>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.</p> <p>This exclusion shall not apply to any health and safety/manslaughter claim.</p> <p>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.</p> |
| Claims brought by a related party | <p>8. based upon, attributable to or arising out of any claim brought or maintained by you or an insured person.</p> |
| Breach of professional duty | <p>9. based upon, attributable to or arising out of any claim relating to a breach of or failure to provide professional duties or services.</p> |
| Shareholders | <p>10. brought by or on behalf of anyone owning 15% or more of your issued share capital.</p> |
| Takeovers and mergers | <p>11. based upon, attributable to or arising out of any claim for a wrongful act committed by an insured person after you merge or consolidate with another company or entity or any party acquires more than 50% of your issued share capital.</p> <p>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.</p> |
| Share offerings | <p>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.</p> |

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 .
Claims outside the applicable courts	17. based upon, attributable to or arising out of any claim or investigation brought outside the courts set out in the schedule under applicable courts.

Special conditions

General terms	<p>The General definitions, General conditions and General claims conditions set out in the General terms and conditions all apply equally to each insured person and to you, except for General condition 6, Premium payment which applies only to you.</p> <p>General condition 7. Cancellation shall only apply to this section at the end of the period of insurance or the anniversary date whichever comes first.</p> <p>You agree to act on behalf of all the insured persons as regards paying the premium and giving or receiving notice of all matters relevant to this section.</p>
Information provided by an insured person	<p>All information which any insured person provided before we agreed to insure you will be considered as a separate application for each insured person and as such the knowledge of or any statement made by an insured person will not be imputed to any other insured person for the purposes of determining whether cover is available for any claim against such other insured person.</p>
Takeovers and mergers extended notification period	<p>In the event that you merge or consolidate with another company or entity, or any party acquires more than 50% of your 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 takeover or merger.</p>

How much we will pay

Paying out the limit of indemnity	<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> <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>
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Your obligations

Notification	<p>1 We will not make any payment under this section:</p> <ol style="list-style-type: none"> a. unless you or any insured person notifies us promptly of the following within the period of insurance or at the latest within 14 days after it expires for any problem you or an insured person become aware of within the seven days before expiry: <ol style="list-style-type: none"> i. the insured person's first awareness of any wrongful act;
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- ii. any **claim** or anything likely to lead to a **claim** against an **insured person** or the **insured person's** lawful spouse, civil or unmarried partner;
 - iii. the threat or commencement of any disqualification proceedings against any **insured person**;
 - iv. the threat or commencement of proceedings against any **insured person** for **pollution**.
 - b. to any **insured person** who, prior to the **period of insurance**, had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**.
2. When dealing with a third-party, **you** or the **insured person** must not admit that **you** or the **insured person** are liable for what has happened, or make any offer, deal or payment without **our** prior written agreement. If **you** or an **insured person** does, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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**

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.
Bank cards	Credit, debit, charge, cheque, bank and cash point cards.
Computers	Computers and ancillary equipment, 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.
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.
Insured equipment	<p>Tangible property used in connection with your activities which belongs to you or for which you are legally responsible, including:</p> <ul style="list-style-type: none">a. computers;b. money;c. stock;d. trophies, cups and awards;f. specialist clothing and footwear;g. bags and carry cases;h. training equipment;i. communications equipment;j. photographic equipment;k. safety equipment;l. tools and machinery;m. hired-in plant and equipment;n. PA, projection and video equipment;o. exhibition stands;p. tents and marquees;q. general office contents. <p>The following are not included within this definition:</p> <ul style="list-style-type: none">a. bank cards;b. personal effects:c. documents and electronic data;d. motorised vehicles, including off-road vehicles, their keys and accessories, other than gardening equipment and wheelchairs;e. watercraft, aircraft and their accessories;f. animals;g. trees, shrubs and plants;h. land and water;i. buildings, walls, gates and fences.

Money	Cash, bank and currency notes, cheques, travelers' 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, travelers tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers.
Personal effects	Personal clothing and personal property worn, used or carried about the person including personal money, jewellery and watches.
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Stock	Goods held in trust, stock, samples, merchandise goods, food and drink,
Software	Programmes which run your computers , including both your own operating programmes and application programmes used in the course of your activities .
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **insured equipment**:

- a. at any meeting, function, event, training session or show organised by **you** or which **you** take part in;
- b. at the home of any partner, director, trustee, committee member, employee, volunteer, member or trainee of **yours**;
- c. in a locked building or safe;
- d. in transit;

within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Additional cover

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

Additions to insured equipment	1. damage to any additional insured equipment , provided you tell us the additional values as soon as possible and pay the appropriate premium.
Reconstitution of documents and data	2. the reasonable cost of replacing or reconstituting the documents and electronic data you need to continue your activities , if such documents and electronic data have been lost, destroyed or distorted as a direct result of damage covered under this section. However, 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 your business premises.
Debris removal	3. the necessary and reasonable costs and expenses you incur to remove debris of insured equipment from the premises or the area immediately adjacent, following damage insured by this section.
Continuing hire charges	4. continuing hire charges for insured equipment hired in by you whilst such insured equipment is being repaired as a direct result of damage , provided: <ol style="list-style-type: none"> a. you are legally liable for such costs; and b. we have made payment or admitted liability for such damage.
Lock replacement	5. the costs you incur to replace locks and keys necessary to maintain the security of your business premises or safes following theft of keys involving force or violence.
Personal assault	6. compensation as shown in the schedule if any partner, director, trustee, committee member, employee or volunteer of yours is physically injured in the course of your activities in a robbery or attempted robbery within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 75 at the start of the period of insurance .

What is not covered

- A. **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. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft, attempted theft or malicious damage unless it involves entry, or exit to a building or vehicle by forcible or violent means;
 - f. theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot, trailer, roof box or locked compartment of a motor vehicle and all security measures on the motor vehicle, trailer or roof box are in force at the time of the theft or attempted theft;
 - g. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the premises are occupied and in use;
 - h. **date recognition**;
 - i. any **virus** or anyone who maliciously targets **you** and gains unauthorised access to **your** website, intranet, computer system, network, telephony equipment or data that **you** hold electronically.
 - j. **storm** or **flood** to tents or marquees.
 2. **damage** to property being cleaned, repaired, inspected, worked on or maintained.
 3. loss or distortion of information resulting from computer error or malfunction.
 4. the value to **you** of any lost or distorted information.
 5. **damage** to any electrical or mechanical plant or equipment directly resulting from its own breakdown, explosion or collapse.
 6. **damage** to **insured equipment** while stored at any building which has been left unoccupied for more than 90 consecutive-days.
 7. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 8. unexplained loss or disappearance or inventory shortage.
 9. loss due to clerical or accounting errors.
 10. loss by fraud or dishonesty of any director, partner, trustee, committee member, volunteer or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
 11. financial loss due to **your** parting with title or possession of property or rights to **insured equipment** prior to receiving payment in full.
 12. any indirect losses which result from the incident which caused **you** to claim.
 13. pollution or contamination except **damage** to **insured equipment** which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section; or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
 14.
 - 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.
 15. **war, confiscation** and **nuclear risks**.
 16. 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 insured equipment (other than stock) that can be economically repaired, the cost of the repairs; 2. for insured equipment (other than stock) that cannot be economically repaired, the cost of replacement as new; 3. for stock, other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to you; 4. for second-hand stock, the cost of repair or replacement at the trade market value; 5. 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. <p>If the insured equipment was built or assembled by you we will only pay the cost of replacement for the constituent parts.</p>
Wear and tear	<p>The amount that we will pay for damage to any clothing or footwear will be reduced to take into account wear and tear. The reduction will be based on the following scale:</p> <ol style="list-style-type: none"> 1. less than one year old, no reduction for wear and tear; 2. between one and two years old, a 10% reduction for wear and tear; 3. between two and three years old, a 20% reduction for wear and tear; 4. between three and five years old, a 40% reduction for wear and tear; 5. between five and seven years old, a 60% reduction for wear and tear. <p>We will not make any payment for any clothing or footwear that is more than seven years old.</p>
Pairs and sets	<p>If any insured equipment which has an increased value because it forms part of a pair or set is damaged any payment we make will take account of the increased value.</p>
Other interests	<p>Any payment will take into account the interest of any party having an insurable interest in the insured 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>
Personal assault	<p>We will not pay compensation under more than one heading in the schedule for the same injury.</p>
Special limits	
Money	<p>The most we will pay for money is the amount shown in the schedule for any one incident of damage.</p>
Trophies, cups and awards	<p>The most we will pay for trophies, cups and awards is the amount shown in the schedule for any one incident of damage and the most we will pay for trophies, cups and awards which are not specified in the schedule is £2,500 for any one item, pair or set.</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, as soon as reasonably possible, any damage arising from 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 property. We will tell you if we want to do this.</p>
Cash, bank and currency notes in transit	<p>We will not make any payment under this section unless cash, bank and currency notes in transit with a total value:</p>

- a. between £1,000 and £2,500 is carried by at least two able-bodied adults;
- b. between £2,501 and £5,000 is carried by at least three able-bodied adults;
- c. in excess of £5,000 is carried by a security industry authority approved cash and valuables in transit company.

Please check the **policy** schedule to see what cover **you** have for **money** as it may be lower than the above limits.

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

Special definitions for this section

Employee	An individual performing employment duties solely on your behalf in the ordinary course of your activities and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform your activities . You and your independent contractors will not be treated as employees under this section.
Hacker	Anyone, including an employee of yours , who specifically and maliciously targets you and gains unauthorized access to your website, intranet, network, computer system or data you hold electronically via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such unauthorized access. A hacker does not include any director, partner, trustee, committee member or officer of yours , or any person who while on your premises (other than your employee) directly gains unauthorized access to any computer system.
Limit of indemnity	The limit of indemnity shown in the schedule.
Loss	Any financial harm caused to you .

What is covered

If a **hacker**, during the **period of insurance**, causes **you** a **loss** by:

- damaging, destroying, altering, corrupting, or misusing **your** website, intranet, network, computer system, programs, or data **you** hold electronically; and/or
- copying or stealing any program or data **you** hold electronically;

we will pay all the reasonable and necessary expenses incurred with **our** prior written consent in replacing or repairing **your** website, intranet, network, computer system, programs, or data **you** hold electronically to the same standard and with the same contents as before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.

In addition, at **your** request **we** will pay for the fees of:

- a public relations firm to assist **you** in re-establishing **your** business reputation; or
- a forensic consultant to establish the identity of the **hacker**; or
- a security consultant to review **your** electronic security and the cost of any reasonable security improvements.

Any payment **we** agree to make for these fees will be within and not in addition to the **limit of indemnity** and will not exceed 10% of the amount of each **loss** **we** have paid and will be subject to a maximum of £25,000 for all losses notified to **us** in the **period of insurance**.

How much we will pay

We will pay up to the **limit of indemnity** shown in the schedule.

You must pay the relevant **excess** shown in the schedule and **our** duty to make any payment under this section will only arise after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered part of the **loss**.

Your obligations

If a problem arises	<p>We will not make any payment under this module unless you give us written notice promptly and during the period of insurance of::</p> <ol style="list-style-type: none">your first awareness of a problem which is likely to give rise to your website, intranet, network, computer system, programs or data you hold electronically being damaged, destroyed, altered, corrupted, copied, stolen or misused;your website, intranet, network, computer system, programs or data you hold electronically having been damaged, destroyed, altered, corrupted, copied, stolen or misused.
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The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Abandonment	The inability to complete the insured event once commenced.
Cancellation	The inability to proceed with the insured event prior to commencement.
Damage	Accidental physical loss or physical damage.
Employee	Any person working for you in connection with your activities who is: 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.
Event venue	The place or places where an insured event is to be held.
Expenses	The total of all costs and charges which would have been incurred by you in preparing, running or participating in the insured event had a loss not occurred. The premium and any expense incurred in the formulation of a claim are not included.
Insured event	Any meeting, function, event, training session or show organised by you or which you take part in within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with your activities or which you attend in order to advertise, publicise or promote your activities .
Postponement	The unavoidable deferment of the insured event to another time.
Relocation	The unavoidable removal of the insured event to another venue.

What is covered

Irrecoverable expenses	We will pay the expenses that you must legally pay and are unable to recover, less any savings that you are able to make, in the event of the necessary and unavoidable postponement, abandonment, cancellation or relocation of an insured event as a sole and direct result of a cause not otherwise excluded which occurs during the period of insurance and is entirely beyond your control. In the event of a loss you must prove to our reasonable satisfaction that you have paid or legally have to pay and are unable to recover the expenses of the insured event .
Additional expenses	We will pay the necessary and reasonable additional expenses incurred by you for the sole purpose of avoiding or reducing a loss under this section provided such expenses do not exceed the reduction in loss saved.

What is not covered

We will not make any payment for any loss or expense directly or indirectly due to:

Contractual breach	1. your liability under any contract which is greater than the liability you would have at law without the contract.
Unusable venue	2. the unavailability of the event venue or essential accommodation facility for the insured event as a result of any work being carried out there by contractors making it unusable in

	whole or in part, other than as a result of an emergency occurring after the inception of this section.
Mourning	3. national, court or religious mourning, whether declared or not.
Financial failure	4. a. any failure, withdrawal or inadequacy of necessary finance; b. any financial failure of or financial default by any person, corporation or entity.
Lack of support or non-attendance	5. a. lack of, inadequate or insufficient receipts or sales for, or interest in: i. an insured event ; or ii. any other event linked to an insured event ; b. lack of or inadequate response or support or withdrawal of such support from any person, corporation or entity; c. non-attendance of any person or group of persons.
Strikes and industrial action	6. strikes, industrial action or labour disputes, whether actual or threatened.
Communicable diseases	7. a. imposition of quarantine or restriction in movement of people or animals by any national or international body or agency resulting from any communicable disease, or the actual or perceived fear or threat of any such imposition; b. any travel advisory or warning being issued by a national or international body or agency resulting from any communicable disease, or the actual or perceived fear or threat of such advisory or warning; c. any other action taken to control, prevent or suppress or in any way relating to a communicable disease. If we allege that by reason of this exclusion, any loss is not covered by this insurance you will have the burden of proving the contrary.
Influenza A	8. a. influenza A (H5N1) (also known as 'avian flu' or 'bird flu'); or b. influenza A (H1N1) (also known as 'swine flu'); or c. any strain, virus, complex or syndrome that is related to influenza A (H5N1) or influenza A (H1N1); d. any fear or threat (whether actual or perceived) of the above. If we allege that by reason of this exclusion, any loss is not covered by this insurance you will have the burden of proving the contrary.
Adverse weather	9. adverse weather affecting any part of: a. an insured event ; or b. any other event linked to an insured event ; held outdoors, under canvas or in a temporary structure.
Pollution	10. any pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance and is a direct cause of a loss under this section.
Fraud and dishonesty	11. fraud, dishonesty or any criminal act of any trustee, partner, director or employee of yours .
Death, accident, injury or illness to employees	12. death of or bodily or mental injury or disease to any trustee, partner director or employee of yours .
Volcanic activity	13. any volcanic activity.
War, terrorism and nuclear	14. war, terrorism or nuclear risks .
Chemical and biological	15. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
Asbestos	16. asbestos risks .

How much we will pay

We will pay up to the limit of indemnity shown in the schedule unless limited below or in the schedule. **You** must pay the **excess** shown in the schedule.

Your obligations

You must:

Written agreements

1. take reasonable measures to ensure that for any **insured event** there is an agreement evidenced in writing between:

- a. **you** and the **event venue**; or
- b. any third-party event organiser engaged by **you** and the **event venue**.

Necessary authorisations

2. obtain all necessary authorisations including, but not limited to, licences, permits, visas, copyright and patents, and such authorisations must be obtained in a timely manner and must be valid for the period of the **insured event**.

Due diligence

3. take reasonable steps to prevent or mitigate any loss including, but not limited to:

- i. the rearrangement of a cancelled or abandoned **insured event**; and
- ii. ensuring that any property to be exhibited or used at an **insured event** arrives in good time.

We will not make any payment under this section in respect of any incident occurring whilst **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss or incident occurring in the circumstances in which it occurred.

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

Special definitions for this section

Accidental bodily injury	An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the operative time and which results in the insured person's death or disablement within 24 calendar months of the date of the accident.
Disablement	Loss of sight, loss of hearing, loss of limb or loss of speech.
Inception	Start date of the period of insurance as shown in the schedule.
Insured person	Any person shown in the schedule provided that the person is under 80 years old at inception .
Loss of sight	Permanent and total loss of sight in an eye.
Loss of hearing	Permanent and total loss of hearing.
Loss of limb	Loss by physical separation of an arm, hand, foot or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Permanent and total loss of speech.
Medical expenses	The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section.
Operative time	The time during the period of insurance when the insured person is covered under this section as shown in the schedule.
Permanent total disablement	Disablement which totally prevents the insured person from working in their usual occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.

What is covered

We will pay **you** the appropriate benefit shown in the schedule if:

- a. the **insured person** suffers **accidental bodily injury**;
- b. the **insured person** incurs **medical expenses** in connection with the **accidental bodily injury**.

What is not covered

We will not make any payment for:

Hazardous pursuits

1. any injury sustained while taking part in:
 - a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition. Off piste skiing is only covered if the **insured person** is accompanied by a suitably experienced guide;
 - b. the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant Club or Association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;

- c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;
- d. armed forces activities including operations, exercises or training;
- e. flying as a pilot or any other aerial activities other than travel by commercial airlines as a passenger.

Other exclusions

- 2. any injury directly or indirectly arising out of or contributed to by:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly);
 - c. the **insured person** committing suicide or attempted suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
 - d. any criminal act by the **insured person**;
 - e. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
 - f. pregnancy or any condition connected with pregnancy or childbirth;
 - g. any physical or mental defect, infirmity or medical condition known to the **insured person at inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
 - h. **war, terrorism or nuclear risks.**

How much we will pay

Payment of benefit	We will pay the appropriate benefit shown in the schedule, but we will not pay more than one of the benefits in respect of the same accident.
Payment of medical expenses	We will also pay medical expenses incurred in connection with the accidental bodily injury up to but not exceeding 15% of the benefit paid, subject to a maximum amount of £10,000 for each insured person during the period of insurance .
Maximum accumulation any one conveyance	The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of all insured persons travelling in the same conveyance is the accumulation limit shown in the schedule. If a claim exceeds the maximum accumulation limit stated in the schedule, we will pay an amount under this policy which is proportionately reduced so that the total under this and any other applicable personal accident insurance does not exceed the said limit.

Your obligations

If a problem arises

We will not make any payment under this section unless:

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

If **we** consider it necessary, the **insured person** must allow a medical adviser chosen by **us** to examine them and to see all medical records.

Claims

Procedural conditions
for claims

1. Written notice must be given to Van Ameyde & Wallis Limited as soon as practicable of any accident or illness which causes or may cause a claim to be made under this insurance. If **disablement** results or may result, the **insured person** must place themselves as early as possible under the care of a suitably qualified medical practitioner.
2. **All correspondence and supporting documentation in connection with claims should be sent to Van Ameyde & Wallis Limited, 34 The Mall, Bromley, Kent, BR1 1TS (telephone number 020 8466 6034), quoting the Hiscox policy number and the broker's name and reference.**

If these conditions are not complied with, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.