

A seamless integrated insurance solution for amateur sports and leisure activities clubs and coaches.

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

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

Our promise to you

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



Steve Langan
Managing Director, Hiscox UK

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about the sale of **your policy** or the service offered by **your** insurance agent, **you** should contact IntoSport:

email: sean@into-sport.com

Into Sport
14-16 Ivegate
Yeadon
Leeds
LS19 7RE.

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
Hiscox House
Sheepen Place
Colchester
CO3 3XL

or by telephone on 01206 773705
or by email at customer.relations@hiscox.com.

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

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<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 other than where such exposure is due to your activities taking place in a building where you did not know asbestos, asbestos fibres or materials containing asbestos were present; 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, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
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 including the use of inflatable play equipment;g. bonfires and firework displays;h. any other 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 .
Programme	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; or

General terms and conditions

- iii. endangers life other than that of the person committing the action; or
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

Virus	Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in the schedule.
You/your	The insured named in the schedule.
Your activities	<p>Your activities declared to us and accepted by us, shown in the schedule, including:</p> <ul style="list-style-type: none"> a. advertising, publicity, or promotion in or of your sporting club or association; b. the ownership, maintenance and repair of premises where you carry out your activities; c. the management and provision of canteen, social, sports or welfare organisations for the benefit of your employees; d. the management and provision of medical, fire and security services; e. private work undertaken by your employees for any director, partner, trustee, committee member or officer of you; f. fundraising activities.

Conditions precedent

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

General conditions

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

Information	<p>1. In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.</p> <p>You must tell us, as soon as possible, if there are any changes to the information you have given us. If you are in any doubt, please contact us or your insurance agent.</p> <p>When we are notified of a change we will tell you if this affects your policy. For example we may cancel your policy in accordance with the cancellation condition, amend the terms of your policy or require you to pay more for your insurance.</p> <p>If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.</p>
Due diligence	<p>2. 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.</p>
Premium payment	<p>3. We will not make any payment under this policy unless you have paid the premium.</p>
Cancellation	<p>4. 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.</p> <p>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 £10.</p>

General terms and conditions

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
5. 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
6. 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
7. **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.
- Misrepresentation
8. If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.
- If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:
- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
 - amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
 - charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**;
 - cancel **your policy** in accordance with the cancellation condition.
- We** or **your** insurance agent will write to **you** if **we**:
- intend to treat this insurance as if it never existed; or
 - need to amend the terms of **your policy**; or
 - require **you** to pay more for **your** insurance.
- Other insurance
9. **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.
- Governing law
10. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.
- Arbitration
11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

Your obligations

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

False claims

2. If **you** have made a false claim, **we** can refuse to pay a claim or **we** can treat this insurance as though it had never existed.

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

Special definitions for this section

Abuse or molestation	Bodily injury directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Employee	Any person working for you in connection with your activities who is: <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour-only basis under your control or supervision; d. engaged by labour-only sub-contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper whether in employment or not.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Member	Any person: <ul style="list-style-type: none"> a. formally registered as a member of yours; b. undertaking club or association 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 sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
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, other than abuse or molestation, 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 or member when they are acting on your behalf in whatever capacity.</p>
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We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Abuse or molestation claims

If, as a result of **your activities**, any party brings a claim against **you** during the **period of insurance** for **abuse or molestation**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

We will not in any event provide cover to any party who actually commits, condones or ignores any **abuse or molestation**.

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

Claims against members

If, as a result of sporting or leisure activities within **your** club or association, a claim for:

- a. **bodily injury**, other than **abuse or molestation**, or **property damage** occurring during the **period of insurance**;
- b. **personal injury** or **denial of access** committed during the **period of insurance**;

is brought against any **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.

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 **employees** or any spouse of any such person against legal liability as a result of **bodily injury**, **property damage** or **personal injury** incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland other than:

- 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**.

Additional cover

Court attendance compensation

If any person within the definition of **you**, or any **employee**, 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 **us**.

Motor contingent liability

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

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

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

We will not make any payment under this clause 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

Property for which you are responsible

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

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway;
- c. any claim covered under **What is covered**, Motor contingent liability.

Injury to employees

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

Pollution

4. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**;

unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
- b. any **pollution** occurring in the United States of America or Canada.

Computer virus

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

Professional design

6. designs, plans, specifications or formulae prepared or given by **you** or any **member** for a fee.

Medical treatment

7. any physician, surgeon or dentist providing medical diagnosis, prescription, treatment or advice.

Your products

8. the costs of repairing, reconditioning or replacing any **product** or any of its parts.
9. a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground-support or control equipment used in connection with such products;

- b. any of **your products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **your products**.
- Inefficacy 10. **inefficacy**.
- 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** liability under any contract which is greater than the liability **you** would have at law without the contract.
- Tour operators 13. **your** liability where **you** have performed as, or where **you** are deemed in law to be, a tour operator, travel agent, travel facilitator or travel organiser.
- Date recognition 14. **date recognition**.
- War, terrorism and nuclear 15. **war, terrorism or nuclear risks**.
- Asbestos 16. **asbestos risks**.
- Sporting and fundraising activities 17. a. any activity involving the use of or provision of:
 - i. any animal, including but not limited to hunting, horse riding or any other equestrian activities, however this does not apply to the provision of donkey rides or falconry displays by a third-party during **fundraising activities**;
 - ii. any mechanically propelled rides or vehicles at speeds which exceed 15 kilometres per hour, however this does not apply to any claim covered under **What is covered**, Motor contingent liability;
 b. any activity taking place underground, including but not limited to caving or potholing;
 c. any activity taking place more than five metres from floor level when inside a building or structure or more than five metres above ground when, outside a building or structure, including but not limited to mountaineering or rock climbing;
 d. any aerial activity including but not limited to hang-gliding, parachuting, parascending, paragliding, kite surfing or bungee jumping;
 e. any trampolining or gymnastics other than floor-based activities;
 f. any combat sport including but not limited to boxing, wrestling or martial arts;
 g. the following contact sports: Gaelic football, Australian rules football or any form of rugby other than tag rugby;
 unless declared to **us** and agreed by **us**.
- Bonfires and firework displays 18. any bonfire or firework display unless **you** ensure that:
 - a. there is a written risk assessment in place for the proposed event; and
 - b. the relevant local authorities have been notified, their permission for the event has been granted and any requirements from them are fully complied with; and
 - c. the fire brigade have been notified of the details of the event at least seven days before the event is due to take place; and
 - d. fireworks are purchased from a reputable supplier and are not modified in any way; and
 - e. all manufacturers guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and
 - f. all **employees** have received appropriate training (recorded in writing) and are aware of the safety procedures for the event; and
 - g. there is appropriate fire extinguishing equipment available at the event and **employees** have been instructed in the safe operation and use of such equipment; and

- h. there is appropriate provision for first aid on site, in line with the risk assessment document; and
- i. the bonfire is kept at least 25 metres away from the firework display area, and is not located within five metres of any trees, fencing or other combustible material; and
- j. the bonfire is kept at least 100 metres away from any premises, car park or storage of any flammable or dangerous materials; and
- k. all members of the public are kept at least 25 metres from both the display area and the bonfire itself behind appropriate safety fencing; and
- l. no accelerants or other flammables are used on the bonfire; and
- m. an appropriate check is made of the weather conditions prior to the event going ahead and, if appropriate, a check is made with the fire brigade as to whether to continue with the event; and
- n. at the end of the display, the bonfire area is doused in water and a thorough check is undertaken to ensure that no potential fire hazards remain with a written record kept; and
- o. any sub-contractor who is operating the display has public liability insurance in place to a limit no less than **your** limit shown in the schedule, and **you** have retained a copy of their policy schedule including their policy number.

Inflatable play equipment	<p>19. the use of any inflatable play equipment unless you ensure that:</p> <ul style="list-style-type: none"> a. a written risk assessment for the inflatable play equipment has been undertaken and all requirements of this assessment are in force at all times; and b. the inflatable play equipment is inspected prior to use, after use and periodically during use for any defects by a suitably qualified person with a written record of inspection kept; and c. the inflatable play equipment has been erected and positioned in accordance with the manufacturer's instructions, by a suitably qualified person. The equipment is not to be used outdoors in wet or windy weather and is to be securely fastened to the ground at all times; and d. suitable additional safety equipment is in place around the inflatable play equipment, including safety mats on any hard surfaces in the vicinity; and e. at least one person who is fully trained in the safety procedures for such equipment supervises the use of the inflatable play equipment at all times to ensure it is used in a safe manner; and f. the inflatable play equipment is only used in accordance with the manufacturer's guidelines including the number of users at any one time, the mix of ages of users at any one time, the safety advice in terms of clothing and footwear and any other relevant best practice; and g. no one over the age of 12 years old or under the age of two years old uses the inflatable equipment; and h. any sub-contractor responsible for the inflatable play equipment has public liability insurance in place to a limit no less than your limit shown in the schedule, and you have retained a copy of their policy schedule including their policy number. <p>B. We will not make any payment for:</p>
Restricted recovery rights	<p>1. that part of any claim where your right of recovery is restricted by any contract.</p>
Non-compensatory payments	<p>2. fines and contractual penalties, punitive or exemplary damages.</p>
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Work undertaken outside the geographical limits	<p>4. any claim brought against you resulting from your activities in any country outside the geographical limits.</p>

Criminal actions against employees for abuse or molestation

5. any criminal investigation or proceedings brought against any **employee** for **abuse or molestation**.

However **we** will pay the costs incurred with **our** prior written consent to defend such an action against **your employee**, but only up to the date of any judgment or other final adjudication against that **employee** or an admission by the **employee** that an act of **abuse or molestation** did occur.

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.

Abuse or molestation claims

The most **we** will pay for claims arising during the **period of insurance** from **abuse or molestation** is £1,000,000 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.

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for defence costs in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

Claims brought in against you in USA/Canada

If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.

Criminal proceedings costs

The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.

Court attendance compensation

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 **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**.

The most **we** will pay for claims where **we** are providing indemnity to more than one person is a single limit of indemnity for all such claims.

Your obligations

We will not make any payment under this section:

If a problem arises

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

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

by email to: liability.claims@hiscox.com; or

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

2. unless **you** notify us promptly of any claim or threatened claim against any **member of yours** arising out of their sporting or leisure activities within **your** club or association.
3. unless you notify us as soon as practicable of:
 - a. **your** discovery that **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
4. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
5. if, when dealing with a third-party, any **member** admits that they are liable for what has happened or makes any offer, deal or payment, unless they have **our** prior written agreement. Any **member** must also not reveal the amount of cover available under this insurance, unless they have **our** prior written agreement.

Correcting problems

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

Control of defence

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

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.

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your activities on or after the retroactive date within the geographical limits, any party brings a claim against you for:</p> <ol style="list-style-type: none">negligence, breach of a duty of care, failure in a duty to educate or failure in a duty to supervise;negligent misstatement or negligent misrepresentation;infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;defamation;dishonesty of your individual partners, directors, trustees, committee members, officers, employees, volunteers or members;negligence or breach of a duty of care in connection with the transmission of a computer virus or a denial of service attack; <p>we will indemnify you against the sums you have to pay as compensation.</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>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work or services you have provided or which has been done or provided on your behalf, refuses to pay for any or all of it, including amounts you legally owe to sub-contractors or outsourcers at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity shown in the schedule. You must return the amount we have paid if you eventually recover the debt less your reasonable expenses.</p> <p>Once we agree to make this payment you will assign to us such rights as you have in relation to the amounts owed to you.</p> <p>We will not make any payment for any part of a claim not covered by this section.</p>
Your own losses	
Loss of documents	<p>If during the period of insurance any document, information or data of yours which is necessary for the performance of your activities is lost, damaged or destroyed while in your possession, we will pay the reasonable expenses you incur with our prior written consent in restoring or replacing it.</p>

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** the amount shown in the schedule as 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 or part of a claim or loss directly or indirectly due to:
1. any investment of, or direct advice on the investment of, client funds.
 2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.
 3. 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. any computer **virus** that was not specifically targeted to **your** system.
 8. any liability under any contract which is greater than the liability **you** would have at law without the contract.
 9. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.

Matters insurable elsewhere

10. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer.
11. any discrimination, harassment or unfair treatment.
12. the death of or any bodily or mental injury or disease suffered by anyone.
13. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.
14. the loss, damage or destruction of any tangible property other than documents in **your** care, custody or control in connection with **your activities**.
This clause does not apply to **your** own loss under the Loss of documents cover in **What is covered**.
15. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
16. the loss or distortion of any data held electronically.
17. any personal liability incurred by a director, partner, trustee, committee member or officer of **yours** when acting in that capacity or managing **your** business, or a breach of any fiduciary duty, other than when performing **your activities**, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
18. any supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

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

Pre-existing problems

21. any shortcoming in **your** work or **your** own loss which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.

Date recognition	22. date recognition.
War, terrorism and nuclear	23. war, terrorism or nuclear risks.
Asbestos	24. asbestos risks.
Claims brought by a related party	B. We will not make any payment for: <ol style="list-style-type: none"> 1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of your 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 also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

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

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

Special limits

Aggregate limit for dishonesty	For claims brought against you arising from dishonesty of your partners, directors, officers, trustees, committee members, employees, volunteers or members, the most we will pay is a single limit of indemnity for the total of all such losses and claims and their defence costs . You must pay the relevant excess shown in the schedule.				
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> <p>The most we will pay for the total of all court attendance compensation is £10,000.</p>	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				
Paying out the limit of indemnity	At any stage of a claim we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for that claim or its defence costs .				

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of a shortcoming in **your** work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
 - b. any claim or threatened claim against **you**;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, officer, trustee, committee member, employee, volunteer or member has acted dishonestly.
2. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

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, the Isle of Man or Republic of Ireland working for you in connection with your activities who is:</p> <ul style="list-style-type: none">a. employed by you under a contract of service or apprenticeship;b. hired to or borrowed by you;c. self-employed and working on a labour-only basis under your control or supervision;d. engaged by labour-only sub-contractors;e. a labour master or a person supplied by him;f. engaged under a work experience or training scheme;g. a voluntary helper whether in employment or not.
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	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 that we would have made to you, provided that the party to be indemnified:</p> <ul style="list-style-type: none">a. has not, in our reasonable opinion, caused or contributed to the claim against them;b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section;c. has not admitted liability or prejudiced the defence of the claim before we are notified of it;d. gives us the information and co-operation we reasonably require for dealing with the claim.
Unsatisfied court judgments	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:

- a. 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

We will not make any payment under this section:

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

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

by email to: liability.claims@hiscox.com

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

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

Control of defence

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

Compulsory insurance clause

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

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.
Business premises	The space you occupy at the premises shown in the schedule for the purposes of your activities .
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> <ol style="list-style-type: none">stock;computers;sports equipment, clothing and footwear;bags and carry-cases;tools and cleaning equipment;lamps and safety equipment;power supplies and control equipment;binoculars and photographic equipment;walkie-talkies and communications equipment;exhibition stands and equipment;PA, projection and video equipment;cups, trophies and awards;tenant's improvements, decorations, fixtures and fittings;general office contents. <p>The following are not included within this definition:</p> <ol style="list-style-type: none">money and bank cards;valuables;personal effects:documents and electronic data;motorised vehicles, including off-road vehicles, their keys and accessories, other than gardening equipment and wheelchairs;aircraft and their accessories;animals;trees, shrubs and plants;land and water;buildings and marquees.
Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National

Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers.

Personal effects	Personal clothing and personal property worn, used or carried about the person excluding money, bank cards and valuables .
Software	Programmes which run your computers , including both your own operating programmes and application programmes used in the course of your business .
Stock	Goods held in trust, stock, samples, merchandise goods, food, drink, and tobacco.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Valuables	Gold, silver, platinum, gold and silver plate, jewellery, gemstones and watches.

What is covered **We** will insure **you** against **damage** occurring within the **geographical limits** during the **period of insurance** to **insured equipment**.

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

Additions to insured equipment	1. damage occurring within the geographical limits during the period of insurance 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 business premises .
Continuing hire charges	3. 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	4. the costs you incur to replace locks and keys necessary to maintain the security of the business premises or safes following theft of keys involving force and violence first discovered during the period of insurance .

What is not covered **We** will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless this is a result of fire or, where covered by this section, **storm**;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft or attempted theft unless the **insured equipment** is:
 - i. stored in a locked building or shipping container or gated compound secured with a closed shackle padlock and the theft or attempted theft involves entry to, or exit from the building, shipping container or compound by forcible or violent means; or
 - ii. 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;

- f. **storm or flood** unless the **insured equipment** is stored in a shipping container or in a building that is built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material;
 - g. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing of a building which is occupied and in use;
 - h. 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;
 - i. a **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.
2. **damage to insured equipment** being cleaned, repaired, inspected, worked on or maintained.
 3. **damage to insured equipment** directly resulting from its own breakdown, explosion or collapse.
 4. **damage to insured equipment** while being used.
 5. **damage to insured equipment** while stored at any building which has been left unoccupied for more than 90 consecutive days.
 6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 7. unexplained loss or disappearance or inventory shortage.
 8. loss due to clerical or accounting errors.
 9. loss by fraud or dishonesty.
 10. **damage to any insured equipment** while in transit by air or sea, stowed in the hold of an aircraft or watercraft, or in the custody and control of the airport or seaport operator or their agents unless the **insured equipment** is packed securely in a protective case designed to be used with the **insured equipment** or is packed by a professional transit company.
 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. the cost of any routine repair, inspection, maintenance, cleaning or adjustment where no **damage** has occurred.
 13. deliberate damage to or neglect of **your insured equipment** by **you**.
 14. any reduction in the value of an item that has not suffered **damage** because it forms part of a pair or set.
 15. any indirect losses which result from the incident which caused **you** to claim including any loss of use or expense incurred through not being able to use **your insured equipment** following **damage**.
 16. pollution or contamination except **damage** to insured property 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.
 17.
 - 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.
 18. **war, confiscation and nuclear risks**.
 19. any cost incurred in preparing or submitting a claim under this **policy**.
 20. the amount of the **excess**.

How much we will pay

Repair and replacement

We will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

At **our** option **we** will repair, restore, replace or pay for any lost or damaged items on the following basis:

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:
 - i. **your** liability in respect of the goods held in trust; or
 - ii. the cost of repair or replacement at the trade market value of such goods.

If the **insured equipment** was built or assembled by **you** we will only pay the cost of replacement for the constituent parts.

Wear and tear

The amount that **we** will pay for **damage** to any clothing or footwear insured within **your insured equipment** will be reduced to take into account wear and tear. The reduction will be based on the following scale:

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.

We will not make any payment for any clothing or footwear that is more than seven years old.

Under insurance

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

Other interests

Any payment will take into account the interest of any party having an insurable interest in the **insured equipment**, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Your obligations

If any damage occurs

We will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered.

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.

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.