

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

#### Special definitions for this section

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

## Public and products liability (Charity)

### Policy wording

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

## What is covered

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

### What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
    - a. vehicles or personal effects belonging to **your employees** or visitors, while on **your** premises;
    - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
    - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
  2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
 

This does not apply to:

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

Injury to employees

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

Pollution

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

Computer virus

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

Professional advice

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

Your products

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

Inefficacy

9. **inefficacy**;

Deliberate or reckless acts

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

Contracts

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

Date recognition

12. **date recognition**;

War, terrorism and nuclear

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

Asbestos

14. **asbestos risks**;

Abuse or molestation

15. **abuse or molestation**;

### Fundraising activities

16. a. any activity involving the use of or provision of any:
- i. mechanically driven rides or any activities at speeds exceeding ten miles per hour; or
  - ii. playground equipment or inflatable play equipment including but not limited to bouncy castles, slides and rides; or
  - iii. fireworks, bonfires, pyrotechnics, sparklers or any airborne lantern, sky candle or wish lantern; or
  - iv. weapons; or
  - v. sporting or roller skates, blades or boards.
- b. any activity taking place:
- i. in or on water; or
  - ii. underground; or
  - iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure.
- c. aerial activity of any kind including bungee jumping;
- d. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons;
- e. any kind of race, endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of **bodily injury** including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting or commando challenge;
- f. horse riding or any other equestrian activities;
- g. gymnastics or trampolining;
- h. extreme activity including but not limited to mountaineering, rock-climbing or potholing;
- i. any activity that requires the use of guides or ropes (other than tug of war);
- j. any contact sport or professional sports of any kind;
- unless declared to **us** and agreed by **us**.

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

### Restricted recovery rights

1. that part of any claim where **your** right of recovery is restricted by any contract;

### Non-compensatory payments

2. fines and contractual penalties, punitive or exemplary damages;

### Claims outside the applicable courts

3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts;

### Work undertaken outside the geographical limits

4. any claim brought against **you** resulting from work **you** undertake in any country outside the **geographical limits**.

## How much we will pay

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

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

## Public and products liability (Charity)

### Policy wording

#### Special limits

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

#### Your obligations

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

## Public and products liability (Charity)

### Policy wording

#### Correcting problems

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

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#### Control of defence

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