

# RENEWAL SCHEDULE

Policy: HU PI6 9192133 (39)



## INSURANCE DETAILS

**Period of Insurance:** From 01 May 2018 to 30 April 2019 both days inclusive  
**Underwritten by:** Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy  
**General terms and conditions wording :** 11422 WD-HSP-UK-PSS-GTC(7e)  
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below  
**Payment Method :** Payment by Broker's Account  
**Anniversary Date:** 01 May 2018

## INSURED DETAILS

**Insured :** Members of British Kite Flying Association  
**Address :** Howardian View  
Great Barugh  
MALTON  
North Yorkshire  
YO17 6UZ  
**Additional Insureds :** There are no Additional Insureds on this policy.  
**Business :** Independent members of the British Kite Flying Association participating in kite flying in accordance with rules, regulations and accepted activities as agreed by the British Kite Flying Association and insurers.

## PREMIUM DETAILS

<b>Annual Premium :</b>	£ 1,630.66	<b>Annual Tax :</b>	£ 195.68	<b>Total :</b>	£ 1,826.34
<b>Total Premium :</b>	£ 1,630.66	<b>Total Tax :</b>	£ 195.68	<b>Total :</b>	£ 1,826.34



Sponsored by Hiscox  
2012-2015



BIA Customer Care Award  
2012



Outstanding Insurer Claims  
Team of the Year 2013

**Insurer:** Hiscox Insurance Company Limited

**PUBLIC AND PRODUCTS LIABILITY**

**Section wording :** 11420 WD-HSP-UK-PSS-GL(7e)

**Insurer:** Hiscox Insurance Company Limited

**Limit of indemnity:** £ 5,000,000

**Limit applies to :** Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.

**Excess Applies to :** each and every claim for property damage only

**Geographical Limits :** Worldwide

**Applicable Courts :** European Union

**Special limits** (included within and not in addition to the overall limit/amount insured above)

Pollution £ 100,000

**Endorsements**

**6167.0** Public and products liability: retroactive date (PS SCH7)

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

**Public and products liability: endorsements**

<b>Clause</b>	<b>6167.0</b>	<b>Public and products liability: retroactive date (PS SCH7)</b>
		We will not make any payment for any claim or loss arising from <b>your business</b> performed before 01/05/2015.

**Endorsements which apply to whole policy**

<b>Clause</b>	<b>603.1</b>	<b>Commercial assistance and legal advice helpline</b>
		This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.
		This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:
		<ul style="list-style-type: none"><li>• Employment</li><li>• Prosecutions</li><li>• Discrimination in the workplace</li><li>• Health &amp; safety</li><li>• European law</li></ul>
		<b>Helpline number:</b> +44 (0)800 840 2269
		<b>Helpline hours:</b> 24 hours a day, 7 days a week
		This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.

**Clause**

**Clause Data Protection Act**

Using your personal information

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

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

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

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



**Policy: HU PI6 9192133 (39)**

---

**INFORMATION ABOUT US**

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

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

---

**Insurers**

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

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



## Sport recreation and leisure liability insurance portfolio

Policy wording

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

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

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

---

### 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 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](mailto: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](http://www.financial-ombudsman.org.uk).

---

<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Additional insureds</b>	Any individuals or entities shown in the schedule or listed in any <b>endorsements</b> .
<b>Asbestos risks</b>	a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos other than where such exposure is due to <b>your activities</b> taking place in a building where <b>you</b> did not know asbestos, asbestos fibres or materials containing asbestos were present; or c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
<b>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Member</b>	<b>Your:</b> a. current registered members; b. past members whilst acting on <b>your</b> behalf under <b>your</b> supervision; c. prospective members whilst participating in <b>your activities</b> under <b>your</b> supervision.
<b>Nuclear risks</b>	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.
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Policyholder</b>	The insured named in the schedule, not including any <b>additional insureds</b> .
<b>Programme</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Retroactive date</b>	The agreed retroactive date shown in <b>your</b> schedule.
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or

## General terms and conditions

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

<b>Virus</b>	<b>Programmes</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in the schedule.
<b>You/your</b>	The <b>policyholder</b> and, if applicable, any <b>additional insureds</b> .
<b>Your activities</b>	<b>Your</b> activities declared to <b>us</b> and accepted by <b>us</b> , shown in the schedule.

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

<b>General conditions</b>	The following conditions apply to the whole of this <b>policy</b> . Any other conditions are shown in the section to which they apply.
Basis of insurance	<p>1. Because of its importance, all information which <b>you</b> or anyone on <b>your</b> behalf provided before <b>we</b> agreed to insure <b>you</b> is incorporated into and forms the basis of this <b>policy</b>.</p> <p>All facts and matters which might be relevant to <b>our</b> consideration of <b>your</b> proposal must be disclosed and all material representations made to <b>us</b> must be true, otherwise <b>we</b> are entitled to treat this insurance as if it had never existed.</p>
Change of circumstances	2. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> . (A material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance). <b>We</b> may then change the terms and conditions of this <b>policy</b> .
Due diligence	3. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair.
Premium payment	4. <b>We</b> will not make any payment under this <b>policy</b> unless the <b>policy</b> premium has been paid.
Cancellation	<p>5. The <b>policyholder</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days written notice. <b>We</b> will give a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation that has already been paid. However, <b>we</b> will not refund any premium under ten pounds.</p> <p>If <b>we</b> have agreed that the premium can be paid to <b>us</b> by instalments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium instalments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> in writing.</p>
Multiple insureds	<p>6. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>, unless otherwise agreed by <b>us</b> in any section of this <b>policy</b>.</p> <p><b>You</b> agree that the <b>policyholder</b> is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>
Aggregate limit	7. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b> .



## General terms and conditions

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 | 8. <b>You and we</b> are the only parties to this <b>policy</b> . Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.   |
| Other insurance         | 9. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance. |
| Governing law           | 10. Unless some other law is agreed in writing, this <b>policy</b> 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. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> : <ol style="list-style-type: none"><li>give <b>us</b> prompt notice of anything which is likely to give rise to a claim under this <b>policy</b>, in accordance with the terms of each section;</li><li>give <b>us</b>, at <b>your</b> expense, any information which <b>we</b> may reasonably require and co-operate fully in the investigation of any claim under this <b>policy</b>;</li><li>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;</li><li>give <b>us</b> all assistance which <b>we</b> may reasonably require to pursue recovery of amounts <b>we</b> may become liable to pay under this <b>policy</b>, in <b>your</b> name but at <b>our</b> expense.</li></ol> |
| Fraud            | 2. If <b>you</b> , or anyone on <b>your</b> behalf, tries to deceive <b>us</b> by deliberately giving <b>us</b> false information or making a fraudulent claim under this <b>policy</b> then <b>we</b> will treat this <b>policy</b> as if 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**

<b>Abuse or molestation</b>	<b>Bodily injury</b> directly or indirectly caused by abuse, assault, harassment, mistreatment or maltreatment.
<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> 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 damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You/your</b>	Also includes any director, employee, <b>member</b> , volunteer, general partner, trustee or committee member of <b>yours</b> whilst acting on <b>your</b> behalf.

---

**What is covered**

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your activities</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b>, any party first brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring within the <b>geographical limits</b>; or</li><li><b>personal injury</b> or <b>denial of access</b> committed within the <b>geographical limits</b>;</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
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 trustees 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 or the Isle of Man other than:</p> <ol style="list-style-type: none"><li>where indemnity arises out of the ownership or occupation of land or buildings;</li><li>where indemnity is provided by any other insurance.</li></ol>
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 of <b>yours</b> for whom <b>you</b> 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 that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"><li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li></ol>

## Sport recreation and leisure liability – public and products liability

Policy wording

- 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.

### Motor contingent liability

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

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

- 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.

### Data Protection Act

**We** will indemnify **you** against **your** liability under Section 13 of the Data Protection Act 1998 in connection with personal data held by **you** but **we** will not make any payment for:

- a. any liability where **you** are entitled to indemnity under any other insurance;
- b. any claim for the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data;
- c. any claim arising from circumstances that **you** knew about or ought reasonably to have known about prior to the inception of this **policy**.

### Extended notification period

If **we** do not offer renewal terms to **you** for this **policy** for reasons other than **your** non compliance with any of the terms and conditions of this **policy**, **we** will extend the period in which **you** can notify **us** of claims for an additional 12 month period beginning at the end of the **period of insurance**.

The limit of indemnity for this extended notification period will be part of, and not in addition to, the limit of indemnity shown in your schedule.

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

- a. the incident that led to the claim occurred after the end of the **period of insurance**; or
- b. indemnity is provided by any other policy.

### 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**.

### Defamation

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

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

**We** will not make any payment for defamation:

- a. for any claim which arises out of circumstances notified to **your** previous insurers or which are known to **you** at inception;
- b. for any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication;
- c. for any claim brought outside the United Kingdom and Northern Ireland.

**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**

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. 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.
  2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than sailing craft less than 20 feet in length or hand propelled watercraft, in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

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 person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

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 or formulae provided by **you** for a fee.

Your products

7. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
8.
  - a. any **products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such **products**;
  - b. any **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 **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. <b>war, terrorism or nuclear risks.</b>
Asbestos	14. <b>asbestos risks.</b>
Abuse	15. <b>abuse or molestation</b>
Prior activities	16. any of <b>your activities</b> performed before the <b>retroactive date</b> . 17. <b>your</b> liability where <b>you</b> have performed as, or where <b>you</b> are deemed in law to be, a tour operator, travel agent, travel facilitator or travel organiser. 18. any physician, surgeon or dentist providing medical diagnosis, prescription, treatment or advice. B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against <b>you</b> resulting from <b>activities you</b> undertake in any country outside the <b>geographical limits</b> .

## How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. 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 set of circumstances will be regarded as one claim.

Claims brought by insured parties

For claims brought by an insured or insureds entitled to indemnity under this section of the **policy** against any other insured or insureds entitled to indemnity under this section of the **policy**, **we** will deal with such claims as if a separate **policy** has been issued to each insured party. However, the most **we** will pay is:

1. the limit of indemnity shown in the schedule;
  2. twice the limit of indemnity shown in the schedule in total;
- in respect of each such 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 against you in USA or Canada

If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most **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 all criminal proceedings brought during the **period of insurance** is the amount shown in the schedule.

Court attendance  
compensation

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

1. **you** or **your** partner or director £500
2. any other employee £250

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

**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 circumstance **you** first become aware of in the seven days before expiry:
  - a. **your** first awareness of any circumstance which is likely to lead to a claim against **you**.  
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
  - b. any claim or threatened claim against **you**.

However for claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within 30 days of a claim or anything which may give rise to a claim under this section. **You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:

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

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

At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.

2. 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.
3. 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.

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.