

RENEWAL SCHEDULE

Policy: HU PI6 1838055 (127)



INSURANCE DETAILS

Period of Insurance:	From 01 October 2017 to 30 September 2018 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 :	6253 WD-PIP-UK-GTC(7) 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
Endorsement Effective:	01 October 2017

INSURED DETAILS

Insured :	Lawn Tennis Association Ltd
Address :	National Tennis Centre 100 Priory Lane LONDON SW15 5JQ
Additional Insureds :	For Additional Insureds refer to the Additional Insureds Section below.
Business :	Governing body of tennis in Great Britain, the Channel Islands and the Isle of Man with the general object of advancing and safeguarding the interests of tennis and to promote an increase in participation at all levels of the game and property owners



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BIA Customer Care Award
2012



Outstanding Insurer Claims
Team of the Year 2013

PROFESSIONAL INDEMNITY

Section wording : 5998 WD-PIP-UK-SP(4)
Insurer: Hiscox Insurance Company Limited

Professional indemnity

Limit of indemnity: £ 10,000,000
Limit applies to : any one claim excluding defence costs
Excess Applies to : each claim or loss excluding defence costs
Geographical Limits : Worldwide
Applicable Courts : Worldwide excluding claims brought in USA/Canada

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

Dishonesty of your employees, sub-contractors and outsourcers £ 250,000 any one claim and in the aggregate including defence costs

Additional cover (in addition to the overall limit/amount insured above)

Court attendance compensation - directors and partners £ 500 per person, per day
Court attendance compensation - employees £ 250 per person, per day
Court attendance compensation: in total £ 100,000 in total during any one period of insurance

Special limit for claims brought in USA/Canada (included within and not in addition to the overall limit above)

Limit of indemnity: £ 10,000,000
Limit applies to : any one claim and in the aggregate including defence costs
Excess Applies to : each claim or loss including defence costs
Geographical Limits : USA and Canada
Applicable Courts : USA and Canada

Additional cover (in addition to the overall limit/amount insured above)

Nil

Business Activities

Governing body of tennis in Great Britain, the Channel Islands and the Isle of Man with the general object of advancing and safeguarding the interests of tennis and to promote an increase in participation at all levels of the game

Endorsements

- 150.2** USA and Canada endorsement
- 316.0** Specified run-off cover
- 316.0** Specified run-off cover
- 800.0** Retroactive date
 - Retroactive date: registration
 - Amendment of cover: discrimination
- 1050.1** Aggregate limit USA/Canada
- 1058.0** Removal of cover: bodily injury

PUBLIC AND PRODUCTS LIABILITY

Section wording : 6130 WD-PIP-UK-GL(6)
Insurer: Hiscox Insurance Company Limited

Public and products liability

Limit of indemnity: £ 10,000,000
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 : Worldwide excluding claims brought in USA/Canada

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

Criminal defence costs £ 100,000 in the aggregate
 Pollution defence costs £ 100,000 in the aggregate

Specific cover for business activities in the USA/Canada (included within and not in addition to the overall limit above)

Limit of indemnity: £ 10,000,000
Limit applies to : in the aggregate including costs
Excess Applies to : each and every claim for property damage only
Geographical Limits : USA and Canada
Applicable Courts : USA and Canada

Endorsements

- 316.0** Specified run-off cover
 - Member to member liability
 - Amendment of cover: professional advice

Special definition: abuse and molestation
 Removal of cover: participation in other sports exclusion
 Specific run-off
 Amendment of cover: claims made
 Business performed in the past
 Amendment of cover: abuse and molestation
 Retroactive date: registration
 Firework / bonfire condition endorsement

EMPLOYERS LIABILITY

Section wording : 6129 WD-PIP-UK-EL(6)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 10,000,000
Limit applies to : All claims and their defence costs which arise from the same accident or event
Geographical Limits : Worldwide
Applicable Courts : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

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

Criminal defence costs	£ 100,000 in the aggregate
Terrorism	£ 5,000,000 in the aggregate

Endorsements

3040.0 Employers' Liability Tracing Office (ELTO) and your data
3121.0 Employers liability insurance - mandatory information required

CRISIS CONTAINMENT

Section wording : 9809 WD-PIP-UK-CRI(1)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 25,000
Limit applies to : per crisis and in the aggregate
Geographical Limits : The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland

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

Outside working hours discretionary crisis mitigation costs	£ 2,000
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Endorsements

9003.0 Crisis containment provider: Hill & Knowlton

ADDITIONAL INSURED

Additional insureds are not applicable to any Management Liability Portfolio Section present on schedule.

For coverage under Management Liability Portfolio please refer to the relevant wording.

Accredited Coaches of the Lawn Tennis Association Covered on a different basis to the Insured.

Professional indemnity Excess: As insured
Limit: As insured

Public and products liability Excess: As insured
Limit: As insured

Employers' liability Not Covered.

Crisis containment Excess: As insured
Limit: As insured

Accredited Plus Coaches of the Lawn Tennis Association Covered on a different basis to the Insured.

Professional indemnity Excess: As insured
Limit: As insured

Public and products liability Excess: As insured
Limit: As insured

Employers' liability Not Covered.

Crisis containment Excess: As insured
Limit: As insured

Accredited Venues that are registered to the National, County and Island In Accordance with LTA Rules Covered on the same basis as the Insured.

Army LTA Covered on the same basis as the Insured.

British Universities & Colleges Sport Covered on a different basis to the Insured.

Professional indemnity Excess: As insured
Limit: As insured

Public and products liability Excess: As insured
Limit: As insured

Employers' liability Not Covered.

Crisis containment Excess: As insured
Limit: As insured

Ilkley Lawn Tennis and Squash Club Events Ltd Covered on the same basis as the Insured.

ADDITIONAL INSURED

Additional insureds are not applicable to any Management Liability Portfolio Section present on schedule.
 For coverage under Management Liability Portfolio please refer to the relevant wording.

Insurance LTA		Covered on a different basis to the Insured.
Professional indemnity	Excess: As insured Limit: As insured	
Public and products liability	Excess: As insured Limit: As insured	
Employers' liability	Not Covered.	
Crisis containment	Excess: As insured Limit: As insured	
Leicestershire Tennis Ltd		Covered on the same basis as the Insured.
LTA Champco Ltd		Covered on the same basis as the Insured.
LTA Developments Limited		Covered on the same basis as the Insured.
LTA Events Limited		Covered on the same basis as the Insured.
LTA Ground Limited		Covered on the same basis as the Insured.
LTA Holdings Limited		Covered on the same basis as the Insured.
LTA Nominees Ltd		Covered on the same basis as the Insured.
LTA Operations Limited		Covered on the same basis as the Insured.
LTA Property Limited		Covered on the same basis as the Insured.
LTA Services Limited		Covered on the same basis as the Insured.
Members, Officials, Leaders, Activators and Volunteers		Covered on the same basis as the Insured.
National Wheelchair Tennis Association		Covered on the same basis as the Insured.
Royal Navy LTA		Covered on a different basis to the Insured.
Professional indemnity	Excess: As insured Limit: As insured	
Public and products liability	Excess: As insured Limit: As insured	

ADDITIONAL INSURED		
Employers' liability	Not Covered.	
Crisis containment	Excess:	As insured
	Limit:	As insured
Scottish Lawn Tennis Foundation	Covered on the same basis as the Insured.	
Senior Tennis GB	Covered on the same basis as the Insured.	
Tennis GB Limited	Covered on the same basis as the Insured.	
Tennis Leaders	Covered on a different basis to the Insured.	
Professional indemnity	Excess:	As insured
	Limit:	As insured
Public and products liability	Excess:	As insured
	Limit:	As insured
Employers' liability	Not Covered.	
Crisis containment	Excess:	As insured
	Limit:	As insured
TF Enterprises Limited	Covered on the same basis as the Insured.	
The All England Lawn Tennis & Croquet Club	Covered on the same basis as the Insured.	
The Association of British Tennis Officials	Covered on the same basis as the Insured.	
The Civil Service Lawn Tennis Association	Covered on the same basis as the Insured.	
The County Associations of England	Covered on the same basis as the Insured.	
The International Lawn Tennis Club of Great Britain	Covered on the same basis as the Insured.	
The Island Associations of the Channel Islands and the Isle of Man	Covered on the same basis as the Insured.	
The Lawn Tennis Association	Covered on the same basis as the Insured.	
The Lawn Tennis Association of The Royal Air Force	Covered on a different basis to the Insured.	
Professional indemnity	Excess:	As insured
	Limit:	As insured
Public and products liability	Excess:	As insured
	Limit:	As insured
Employers' liability	Not Covered.	

ADDITIONAL INSURED		
Crisis containment	Excess:	As insured
	Limit:	As insured
The LTA Trust		Covered on the same basis as the Insured.
The National Associations and districts of Scotland and Wales		Covered on the same basis as the Insured.
The Oxford and Cambridge University Lawn Tennis Clubs		Covered on a different basis to the Insured.
Professional indemnity	Excess:	As insured
	Limit:	As insured
Public and products liability	Excess:	As insured
	Limit:	As insured
Employers' liability		Not Covered.
Crisis containment	Excess:	As insured
	Limit:	As insured
The Tennis Foundation		Covered on the same basis as the Insured.
United Banks LTA		Covered on a different basis to the Insured.
Professional indemnity	Excess:	As insured
	Limit:	As insured
Public and products liability	Excess:	As insured
	Limit:	As insured
Employers' liability		Not Covered.
Crisis containment	Excess:	As insured
	Limit:	As insured



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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:

Professional indemnity: endorsements

Clause 150.2 USA and Canada endorsement

The following is added to **General terms and conditions, General conditions**:

The following exclusions apply to the whole of this **policy**. Any other exclusions are shown under **What is not covered** in the section to which they apply.

We will not make any payment for any:

1. claim or loss directly or indirectly due to any:
 - a. breach of the Racketeer Influenced and Corrupt Organisations (RICO) Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it;
 - b. breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction arising out of, involving or relating to the sale of securities;
 - c. breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law;
 - d. governmental enforcement of any state or federal regulation, including but not limited to any regulation promulgated by the Federal Trade Commission, Federal Communications Commission or the Securities and Exchange Commission;
2. claim first brought in the USA or Canada directly or indirectly due to any:
 - a. false or misleading advertisement about **your** products or services that is published or broadcast to the general public or a specific marketing segment for the purpose of promoting any aspect of **your** business;
 - b. violation of any law, regulation or statute relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device;
 - c. unauthorised acquisition, access, use, disclosure or improper collection of or failure to protect any non-public personally identifiable information or confidential corporate information in **your** care, custody or control;
 - d. violation of any privacy or consumer data protection law protecting against the use, collection or disclosure of any information about a person or any confidential corporate information; or
 - e. advantage to which **you** were not legally entitled, including any unjust enrichment.
3.
 - a. punitive or exemplary damages;
 - b. criminal, civil, or regulatory sanctions, including any fines or penalties;
 - c. disgorgement of profits; or
 - d. multiple damages, including those imposed by any federal, state or local governmental body awarded, imposed or ordered in the USA or Canada.

Clause	316.0	Specified run-off cover We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, after 01/10/2011 in respect of The Lawn Tennis Association.
Clause	316.0	Specified run-off cover We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, after 01/10/14 in respect of The Veterans' Lawn Tennis Association of Great Britain.
Clause	800.0	Retroactive date Retroactive date: none
Clause		Retroactive date: registration We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any business activity performed by any club whilst not registered with you .
Clause		Amendment of cover: discrimination What is not covered A. 11 is amended to read as follows: 11. any discrimination, harassment or unfair treatment. This does not apply to any claim brought against The Tennis Foundation arising directly from their breach of a duty of care in the performance of a business activity . However, we will not in any event make any payment for any such claim brought by any employee of yours .
Clause	1050.1	Aggregate limit USA/Canada For claims first brought against you in the USA or Canada, the following is deleted from How much we will pay : 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 .
Clause	1058.0	Removal of cover: bodily injury What is not covered A 12. is amended to read as follows: 12. the death of or any bodily or mental injury or disease suffered by anyone.

Clause	316.0	<p>Specified run-off cover</p> <p>We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, after 01/10/14 in respect of The Veterans' Lawn Tennis Association of Great Britain.</p>
Clause		<p>Member to member liability</p> <p>The following is added to What is covered:</p> <p>Member to member liability</p> <p>We will separately indemnify each member as if they were insured individually including the liability of members to each other. Our total liability will not exceed the limit of indemnity shown in this policy irrespective of the number of members involved in a claim.</p>
Clause		<p>Amendment of cover: professional advice</p> <p>The following is deleted from What is not covered A:</p> <p>Professional advice</p> <p>6. designs, plans, specifications, formulae, directions or advice prepared or given by you.</p>
Clause		<p>Special definition: abuse and molestation</p> <p>The following is added to Special definitions for this section:</p> <p>Abuse or molestation any abuse, assault, harassment, mistreatment or maltreatment.</p>
Clause		<p>Removal of cover: participation in other sports exclusion</p> <p>The following is added to What is not covered A:</p> <p>15. any participation in cricket, hockey, football, clay pigeon shooting, rugby, martial arts, rowing, sailing, canoeing, windsurfing, scuba diving, horse riding, any airborne sports, rock climbing, abseiling, bungee jumping, motor sport, potholing.</p> <p>will not apply to football or tab or touch rugby if organised as part of a tennis coaching session or as a fitness training method for players under the guidance of a licensed coach.</p>

Clause	Specific run-off We will not make any payment for any claim or loss directly or indirectly due to any bodily injury, personal injury, denial of access or property damage occurring or any document, information or data lost, damaged or destroyed, after 01/10/2011 in respect of the Lawn Tennis Association.
Clause	Amendment of cover: claims made What is covered , Claims against you is amended to read as follows: during the period of insurance , and as a result of your business , any party brings a claim against you for : a. bodily injury or property damage ; or . personal injury or denial of access , we will indemnify you against the sums you have to pay as compensation. This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity. during the period of insurance , and as a result of your business , any party brings a claim against you for bodily injury or personal injury arising from abuse or molestation , we will indemnify you against the sums you have to pay as compensation. This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity, although 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.
Clause	Business performed in the past We will not make any payment for any claim or loss which arises from any business activity performed before: 01/10/1985.

Clause

Amendment of cover: abuse and molestation

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

Criminal action against employees for abuse or molestation

16. any criminal action brought against any employee, volunteer worker or member of **yours** for **abuse or molestation**.

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

following is added to **How much we will pay, special limits**:

abuse or molestation

For claims arising directly or indirectly from **abuse or molestation**, the most **we** will pay is £5,000,000 for the total of all such claims and their **defence costs**.

Clause

Retroactive date: registration

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any **business activity** performed by any club whilst not registered with **you**.

Clause**Firework / bonfire condition endorsement**

The following applies to the whole of this **policy** and is a condition precedent to **our** liability.

We will not make any payment under this insurance unless **you** comply with all of the requirements below.

Whenever **you** are responsible for any firework or bonfire displays at the **business premises**, **you** must ensure that:

- i) there is a written risk assessment in place for the proposed event; and
- ii) the fire brigade have been notified of the details of the event at least 7 days before the event is due to take place; and
- iii) the relevant local authorities have been notified and permission for the event granted and **you** must also ensure that any requirements from the authorities are fully complied with; and
- iv) all manufacturer's guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and
- v) fireworks are purchased from a reputable supplier and are not modified in any way; and
- vi) all employees or volunteers have received appropriate training (recorded in writing) and are aware of the safety procedures for the event; and
- vii) there is appropriate first aid presence on site, in line with the risk assessment document; and
- viii) appropriate fire extinguishing equipment is available at the event and employees and volunteers have been instructed in the safe operation and use of such equipment; and
- ix) all members of the public are kept at least 25 metres from both the display area and any bonfire itself behind appropriate safety fencing; and
- x) any bonfire is kept at least 25 metres away from the firework display area, and is not located within 5 metres of any trees, fencing or other combustible material; and
- xi) any bonfire is kept at least 100 metres away from any premises, car parks or other storage of any flammable or dangerous materials; and
- xii) there will be no use of accelerants or other flammables on any bonfire; and
- xiii) an appropriate check is made of the weather conditions prior to the event going live, and if appropriate a check is made with the fire brigade as to whether to continue with the event; and
- xiv) at the end of the display a thorough check is undertaken (and a written record kept) of the area to ensure that no potential fire hazards remain - any bonfire area must be doused in water; and

- xv) if a subcontractor is operating the display, the sub contractor has public liability insurance in place to a limit no less than £5,000,000, and **you** have retained a written record of their insurance details including their policy number and a copy of their policy schedule.

We will not make any payment for any claim or loss arising from firework or bonfire displays unless all of the above criteria have been fully complied with.

Employers' liability: endorsements

Clause 3040.0

Employers' Liability Tracing Office (ELTO) and your data

Your policy details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.

You can find out more:

- from **your** insurance adviser (if **you** have one); or
- by contacting **us**; or
- at www.elto.org.uk.

Clause 3121.0

Employers liability insurance - mandatory information required

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

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

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

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

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

Crisis containment: endorsements



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Clause	9003.0	Crisis containment provider: Hill & Knowlton
		Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796
		Crisis containment provider: Hill & Knowlton
		This contact number will go through to us during working hours , and will go directly to Hill & Knowlton outside of these hours.
		If you first become aware of a crisis outside of working hours , you must notify us of the crisis as soon as possible within working hours by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.

Endorsements which apply to whole policy



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Clause 8500.0

Insurance Act 2015 endorsement for annual policies

To ensure compliance with the Insurance Act 2015, it is necessary to amend:

- I. the existing **General terms and conditions**, as stated in the schedule; and
- II. **How much we will pay**, under insurance, where **you** have cover under one of the property sections.

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

Part I: Amendment to General terms and conditions

The existing **General terms and conditions**, as stated in the schedule, are replaced with the following, which apply to the **policy**:

A seamless integrated insurance solution for professionals.

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

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

Our promise to you

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

Steve Langan

CEO, Hiscox Insurance Company

Complaints procedure

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

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

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

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

General definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

Asbestos risks

- a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- b. exposure to asbestos, asbestos fibres or materials containing asbestos; or
- c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Business

Your business or profession as shown in the schedule.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

Date recognition

Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.

Endorsement

A change to the terms of the **policy**.

Excess

The amount **you** must bear as the first part of each agreed claim or loss.

Geographical limits

The geographical area shown in the schedule.

Nuclear risks

- a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;
- c. all operations carried out on any site or premises on which anything in a. or b. above is located.

Period of insurance

The time for which this **policy** is in force as shown in the schedule.

Policy

This insurance document and the schedule, including any **endorsements**.

Program

A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.

Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

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

Virus

Programmes that are secretly introduced without **your** permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.

War

War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

We/us/our

The insurers named in the schedule.

You/your

The insured named in the schedule.

General conditions

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

Presentation of the risk

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

If you fail to make a fair presentation

2.

a. If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.

b. If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:

i. if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or

ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

Change of circumstances

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

If you fail to notify us of a change of circumstances

4.

a. If **we** establish that **you** deliberately or recklessly failed to:

i. notify **us** of a change of circumstances which may materially affect the **policy**; or

ii. comply with the obligation in 1. above to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances;

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

b. If **we** establish that **you** failed to notify **us** of a change of circumstances or to make a fair presentation of the risk to **us** when providing **us** with information in relation to a change of circumstances, but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** fairly presented the change of circumstances to **us**, as follows:

i. if **we** would have cancelled this **policy**, **we** may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. **You** must reimburse any payments already made by **us** relating to claims made or losses occurring after such date. **We** will refund any premiums **you** have paid in respect of any period after the date when cancellation would have been effective; or

ii. if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss.

Reasonable precautions

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

Premium payment

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

Cancellation

7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £20.

If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds

8. The most **we** will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

Aggregate limit

9. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.

Rights of third parties

10. **You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Other insurance

11. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.

Cover under multiple sections

12. Where **you**, including anyone within the meaning of 'you' or 'insured person' in any section of the **policy**, are entitled to cover under more than one section of the **policy** in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.

Governing law

13. Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.

Arbitration

14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:

- a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and
- b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.

2. **You** must:

- a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
- b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

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

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

- a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
- b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d. **we** shall be entitled to retain all premiums paid.

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

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

Part II: Amendment of under insurance

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

Under insurance

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

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

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

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

Special definitions for Part II of this **endorsement**:

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

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

Clause 603.1

Commercial assistance and legal advice helpline

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

Helpline number: +44 (0)800 840 2269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.



Policy: HU PI6 1838055 (127)

Clause **Long term agreement and low claims rebate**

As used in this endorsement:

- a. **Long term agreement** shall mean an agreement between **you** and **us** for a specified period of time. For the duration of the agreement **we** agree to leave unchanged the rates upon which **your** annual premiums are calculated and the other details of the **policy**. In return, **you** agree to renew the **policy** with **us** each year for the duration of the agreement.
 - b. **Annual renewal date** shall mean any of the following dates: 1 October 2017 or 1 October 2018
 - c. **Claims payments and costs** shall mean the total of all:
 - i. claims and losses paid;
 - ii. legal costs and expenses incurred; and
 - iii. new reserves and increases in reserves,in respect of the **policy** during the preceding 12 months.
 - d. **Premium income** shall mean the total of the gross premiums and any additional premiums, net of any returned premiums for the **policy** during the preceding 12 months.
 - e. **Loss ratio** shall mean the **claims payments and costs** divided by the **premium income**, expressed as a percentage.
1. **We** and **you** agree that the **policy** is subject to a **long term agreement** beginning on 1 October 2016 and ending on 30 September 2019, provided that:
 - a. at each **annual renewal date** the **loss ratio** does not exceed 80%;
 - b. there are no changes to the material facts concerning **your policy**;and
 - c. there are no changes to Insurance Premium Tax during the period of the **long term agreement**.
 2. At each **annual renewal date** **we** shall allow **you** a rebate as a proportion of the **premium income**, as set out below, based upon the **loss ratio**, provided that **you** renew the **policy** with **us**:

Loss ratio	Rebate
Less than 40%	10%

3. Each rebate shall be calculated one year after the **annual renewal date**.

At each **annual renewal date**, where the total of all **claims payments and costs** for the preceding 12 months to the previous **annual renewal date** are less than 40% of the **premium income**, **we** shall allow a rebate 10% of the **premium income**, provided that **you** renew the **policy** with **us**.

Clause**Data Protection Act**

By accepting **your Policy**, you consent to **us** using the information **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions). This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by **us** as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. **You** have the right to apply for a copy of your information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded



Policy: HU PI6 1838055 (127)

INFORMATION ABOUT US

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

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

Insurers

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

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