Hiscox 22 Bishopsgate London EC2N 4BQ United Kingdom

Renewal SCHEDULE

Quote Reference - 129493911

The information contained on this page is confidential and should not be sent to third parties

INSURANCE DETAILS

Period of insurance :	Continuous cover from 01/06/2024 until the policy is cancelled
Date issued to insured :	27/04/2024
Underwritten by :	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
Payment method :	Payment by Broker's Account

INSURED DETAILS

Insured :	Warndon Parish Council
Address :	Flat 2 Worcester WR8 0HR
Additional insureds :	There are no Additional Insureds on this policy
Business :	Parish Council
General terms and conditions wording :	11604 WD-HSP-UK-PAC-GTC(4) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

PREMIUM DETAILS

Annual premium :	£921.74	Annual Tax :	£110.61	Total :	£1,032.35

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HISCOX

Local councils & not-for profit organisations scheme

PROPERTY – BUILDINGS

Section wording 11600 WD-HSP-UK-PAC-PYB(5)
Insurer Hiscox Insurance Company Limited

Premises address	**Sum insured**

Item description	Excess	Amount Insured
Total Buildings	N/A	£0
Gates and fences	£250	£3,600
Fixed outside equipment	£250	£0
Street furniture	£250	£23,718
War memorials	£250	£0
Playground equipment	£250	£0
Sports surfaces	£250	£0
Other surfaces	£250	£0
Rent receivable	£250	

Excess applies to: Each and every loss

Special excesses

Losses from subsidence £1,000 each and every loss

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

Trace and access	£5,000
Emergency services	£5,000
Loss prevention costs	£25,000
Additions to buildings	£50,000
Inadvertent omissions	£500,000
Trees, shrubs and plants	£25,000
Bequeathed buildings	£50,000
Discharge of oil	£10,000 in total during any one period of insurance, across all Property sections combined
Contract works and site materials	£75,000

Endorsements

6351.0 Floating amount insured (Buildings)

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HISCOX

PROPERTY – CONTENTS

Section wording 11602 WD-HSP-UK-PAC-PYC(6)
Insurer Hiscox Insurance Company Limited

Item description	Excess	Amount Insured
General contents including computer and ancillary equipment	£250	£5,950
Civic Regalia	£250	£0
Gardening equipment, plant and machinery	£250	£0
Sports equipment	£250	£0
Rent payable	£250	£0

Excess applies to Each and every loss
Geographical limits: United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

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

Costs following glass breakage	£10,000
Additions to contents	£10,000 or 10% of the amount insured for contents, whichever is the greater
Money in the insured location while open for business or in a locked safe	£1,000
Money in transit or at the home of any councillor, trustee, employee or volunteer	£1,000
Money at all other times	£1,000
Money - non-negotiable instruments	£250,000
Identity fraud	£5,000
Personal effects	£5,000
Reconstitution of electronic data	£5,000
Reconstitution of other business documents	£5,000
Lock replacement	£10,000
Building damage by theft	£10,000
Personal assault - death	£10,000 per person
Personal assault - total loss or permanent and total loss of use of one or more limbs	£10,000 per person
Personal assault - total and irrecoverable loss of sight in one or both eyes	£10,000 per person
Personal assault - disablement which totally prevents the injured person from carrying out all parts of their usual occupation	£100 per week up to a maximum of 104 weeks
Metered water and fuel	£5,000
Outdoor items	£5,000
Marquees	£10,000
Refrigerated stock	£2,500
Undamaged tenant's improvements	£5,000
Contents temporarily elsewhere including whilst in transit	£25,000 or 10% of the amount insured for contents, whichever is the less

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Defective title – fine art	£10,000
Continuing hire charges – in total across all Property sections	£10,000
Exhibitions stands and equipment temporarily elsewhere	£25,000 or 10% of the amount insured for contents, whichever is the less
Defibrillators	£5,000
Bequeathed property	£5,000
Fund raising events	£5,000
Contents kept at home	£25,000 or 10% of the amount insured for contents, whichever is the less
Fraud and dishonesty	£150,000 the aggregate per period of insurance

Endorsements

240.3	Minimum security condition
6226.0	Addition of cover (Travel expenses)
6729.0	Removal of cover: cyber claims and losses
6349.1	Floating amount insured (Contents)

PROPERTY AWAY FROM THE PREMISES

Wording 11602 WD-HSP-UK-PAC-PYC(6)
Insurer Hiscox Insurance Company Limited

Item description	Excess	Amount Insured
All business equipment	£250	£5,000

Excess applies to: Each and every loss
Geographical limits: European Union, United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man and Gibraltar

Endorsements

65.00	Contents temporarily elsewhere
6729.0	Removal of cover: cyber claims and losses

PROPERTY – BUSINESS INTERRUPTION

Section wording 11601 WD-HSP-UK-PAC-PYI(6)
Insurer Hiscox Insurance Company Limited

Item description	Indemnity period	Amount Insured
Loss of income	12 months	£10,000
Additional increased costs of working	12 months	£10,000

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

Key person	£400 per week up to a maximum of £10,000 per period of insurance.
Unauthorised use of public utilities	£100,000 or the total amount insured for Business interruption, whichever is less

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Special limits	(included within and not in addition to the overall limit/amount insured above)
Denial of access	£100,000 or the total amount insured for Business interruption, whichever is less
Non-damage denial of access	£100,000 or the total amount insured for Business interruption, whichever is less
Bomb threat	£100,000 or the total amount insured for Business interruption, whichever is less
Suppliers	£100,000 or the total amount insured for Business interruption, whichever is less
Public utilities	£100,000 or the total amount insured for Business interruption, whichever is less
Public authority	£100,000 or the total amount insured for Business interruption, whichever is less
Failure of safety equipment	£100,000 or the total amount insured for Business interruption, whichever is less
Loss of attraction	£100,000 or the total amount insured for Business interruption, whichever is less
Alternative hire costs	£5,000
Equipment breakdown	Not insured

Endorsements

6731.0	Removal of cover: cyber claims and losses
6820.0	Amended definition: income
6350.1	Floating amount insured (Business interruption)

EMPLOYERS' LIABILITY

Section wording	11603 WD-HSP-UK-PAC-EL(4)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£10,000,000
Limit applies to	Each and every occurrence including costs
Geographical limits	Worldwide
Applicable court	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

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

3121.0	Employers Liability Tracing Office (ELTO) - mandatory information required
6734.0	Confirmation of cover: cyber claims

PUBLIC AND PRODUCTS LIABILITY

Section wording	11607 WD-HSP-UK-PAC-GL(4)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£10,000,000
Limit applies to	Each and every occurrence, defence costs in addition, other than for pollution or for products to which a single aggregate policy limit including defence costs applies
Excess	£250
Excess applies to	Each and every claim for property damage only
Geographical limits	United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the European Union and Gibraltar
Applicable courts	United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the European Union and Gibraltar

Renewal SCHEDULE

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

Unauthorised use of third party telephones by your employees	£2,500 any one period of insurance
Loss of excess or no claims discount	£250 any one period of insurance
Loss of third party keys	£2,500 any one period of insurance
Defamation and intellectual property rights	£500,000 any one period of insurance

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
Hirer liability	£5,000,000 in the aggregate

Endorsements

6080.0	Firework and bonfire condition endorsement
6735.0	Removal of cover: cyber claims

OFFICIALS' AND TRUSTEES' INDEMNITY

Section wording	11614 WD-HSP-PAC-DO(6)
Insurer	Hiscox Insurance Company Limited
Policy limit	£500,000
Limit applies to	In the aggregate including costs
Legal representation costs	£15,000
Legal representation basis	In the aggregate any one period of insurance
Geographical limits	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
Applicable courts	United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Endorsements

705.4	Prior and pending litigation date
3215.0	Amendment of cover: cyber claims (DO)
3216.0	Amendment of cover: breach of professional duty (DO)

COMMERCIAL LEGAL PROTECTION (DAS)

Section wording	9927 WD-HSP-UK-CHR-DAS(3)
Insurer	DAS Legal Expenses Insurance Company Limited
Section limit	£100,000
Limit applies to	All claims resulting from one or more event arising at the same time or from the same originating cause
Excess	£200
Excess applies to	Each and every claim arising from aspect enquiries only
Geographical limits	For insured incidents 2 Legal Defence (excluding 2(4)), and 3(b) Bodily Injury: The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus). For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands

Endorsements

Renewal SCHEDULE

HISCOX

524.0 Commercial legal protection (charities)

PERSONAL ACCIDENT

Section wording 11608 WD-HSP-UK-PAC-PA(4)
Insurer Hiscox Insurance Company Limited

Personal accident

Capital benefit £100,000
Temporary benefit £500 per week
Medical expenses £10,000
Insured persons Councillors, trustees, volunteers and employees of the insured
Operative time While working for you or on your behalf

Special limits

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

Death 100% capital benefit amount per person
Loss of one limb 100% capital benefit amount per person
Loss of one eye 100% capital benefit amount per person
Loss of two limbs 100% capital benefit amount per person
Loss of two eyes 100% capital benefit amount per person
Loss of one limb and one eye 100% capital benefit amount per person
Loss of hearing 100% capital benefit amount per person
Loss of speech 100% capital benefit amount per person

Permanent total disablement 100% capital benefit amount per person
Temporary total disablement £500 per week, up to a maximum of 104 weeks, an excess of 14 days applies
Temporary partial disablement £500 per week, up to a maximum of 104 weeks, an excess of 14 days applies
Maximum accumulation £1,000,000 any one loss in the aggregate

Endorsements

6752.0 Amendment of cover: cyber claims and losses

CRISIS CONTAINMENT

Wording 15369 WD-HSP-UK-PAC-CRI(1)
Insurer Hiscox Insurance Company Limited
Limit of indemnity £25,000
Limit applies to Per crisis and in the aggregate during any one period of insurance
Geographical limits The United Kingdom of Great Britain and Northern Island, the Isle of Man and the Channel Islands.

Special limits

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

Outside working hours discretionary crisis mitigation costs £2,000

Endorsements

9003.0 Crisis containment provider: Hill Knowlton

Renewal SCHEDULE

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

Clause **6351.0**

Floating amount insured (Buildings)
The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by **you** in connection with **your activities** within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The **amount insured** is the most **we** will pay in total for **damage** to such items however many locations are affected.

Property – contents clauses in full

Clause **240.3**

Minimum security condition
We will not make any payment for **damage** unless the physical security measures at the **insured location** comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:

1. The final exit door is secured by:
   a. a rim automatic deadlock conforming to or superior to BS3621; or
   b. a mortice deadlock conforming to or superior to BS3621; or
   c. a key operated multi-point locking system having at least three locking bolts.
2. Any other external door or internal door providing access to any part of the building not occupied by **you**, which is not officially designated a fire exit by the local fire authority, is secured by:
   a. a locking device specified in 1 above; or
   b. by two key operated security bolts to engage the door frame.
3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
   a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
   b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
   a. secured by means of a key-operated locking device; or
   b. permanently screwed shut.

Please note:

(i) The local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and

(ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
   a. fixed round or square section solid steel bars not more than 10 cm apart; or
   b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
   c. proprietary collapsible locking gate grilles.

Clause **6226.0**

Addition of cover - travel expenses
The following is added to **What is covered**, Additional cover:

Travel expenses

23. **We** will also pay for:
    the unused travel, accommodation and pre-booked conference or excursion expenses which **you** have paid or legally have to pay and which cannot be recovered; and
    the necessary and reasonable additional travel and accommodation expenses for **your** member of staff, **councillor** or trustee to return home; as a result of a pre-arranged business trip being cancelled or cut short, during the **period of insurance**, for one of the following reasons:

the death, accidental injury or illness of a member of staff, **councillor** or trustee; or
the death, accidental injury or illness of the spouse, partner, close relative, fiancée or fiancé of a member of staff, **councillor** or trustee; or

the death, accidental injury or illness of any person with whom a member of staff, **councillor** or trustee is planning to stay or conduct business; or
a member of staff, **councillor** or trustee being called for jury service or as a court witness; or

damage to a member of staff or **councillor**'s or trustee's pre-booked accommodation making it impossible for the member of staff or **councillor** or trustee to stay there.
damage to the scheduled means of transport or any strike, riot, civil commotion or **terrorism** which causes the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the member of staff or **councillor** or trustee is booked to travel on their outward or return journey.

The most **we** will pay during the period of **insurance** under this additional cover is £750. The **excess** which applies to this additional cover is £75.

Clause **6729.0** **Removal of cover: cyber claims and losses**
What is covered, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance.** However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a **virus** or **hacker**.' is deleted.

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

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

a. a **cyber attack** or fear or threat of a **cyber attack**;

b. a **hacker** or fear or threat of a **hacker**; or

c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

Clause **6349.1** **Floating amount insured (Contents)**
The cover under this section applies to all locations occupied by **you** in connection with **your activities** within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The **amount insured** is the most **we** will pay in total for **damage** to **your contents** however many locations are affected.

Property away from the premises clauses in full

Clause **65.00** **Contents temporarily elsewhere**
We will not make any payment when such property is temporarily outside the UK unless it is in your **care**, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.

Clause **6729.0** **Removal of cover: cyber claims and losses**

What is covered, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance.** However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a **virus** or **hacker**.' is deleted.

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

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

a. a **cyber attack** or fear or threat of a **cyber attack**;

b. a **hacker** or fear or threat of a **hacker**; or

c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

Business interruption clauses in full

Clause **6731.0**

Removal of cover: cyber claims and losses
Where applicable:

1. **Special definitions for this section, Cyber attack** is deleted.

2. **What is covered**, Cyber attack and **What is covered, Additional cover**, Hacker damage, are deleted.

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

We will not make any payment for any interruption to **your activities** or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

a. **cyber attack;**

b. **hacker;**

c. **computer or digital technology error;**

d. any fear or threat of a. or c. above; or

e. any action taken in controlling, preventing, supressing, responding or in any way relating to a. to d. above.

However:

i. this exclusion does not apply to **What is covered**, Financial losses from insured damage; and

ii. exclusion c. above does not apply to **What is covered**, Equipment Breakdown.

These amendments i. and ii. above only apply where the applicable insuring clause

is incorporated into the Property – Business interruption section of **your policy**.

Clause **6820.0**

Amended definition: income
Special definitions for this section, Income, is amended to read as follows:

Income

The total income from your **activities** carried out from **your insured location**. This does not include precept income.

Clause **6350.1**

Floating amount insured (Business interruption)
The cover under this section applies to all locations occupied by **you** in connection with **your activities** within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The **amount insured** is the most **we** will pay in total for each interruption to **your activities** however many locations are affected.

Employers' liability clauses in full

Clause **3121.0**

Employers Liability Tracing Office (ELTO) – mandatory information required
You must provide **us** with the following information for this section of the **policy** 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.

Clause **6734.0**

Confirmation of cover: cyber claims
The following is added to **What is covered**:

Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

Public and products liability clauses in full

Clause **6080.0**

Firework and 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 **insured location**, **you** must ensure that:

1. there is a written risk assessment in place for the proposed event; and
2. the fire brigade have been notified of the details of the event at least seven days before the event is due to take place; and
3. 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
4. all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and
5. fireworks are purchased from a reputable supplier and are not modified in any way; and
6. all employees or volunteers have received appropriate training (which is recorded in writing) and are aware of the safety procedures for the event;

and

7. there is appropriate first aid presence on site, in line with the risk assessment document; and
8. 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
9. 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
10. any bonfire is kept at least 25 metres away from the firework display area and is not located within five metres of any trees, fencing or other combustible material; and
11. any bonfire is kept at least 75 metres away from any premises, car park or storage of any flammable or dangerous material; and
12. there will be no use of accelerants or other flammables on any bonfire; and
13. 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
14. at the end of the display, a thorough check is undertaken (which is recorded in writing) of the area to ensure that no potential fire hazards remain. Any bonfire area must be doused in water.

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.

Clause **6735.0**

Removal of cover: cyber claims

The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or

2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;

2. extract information from;

3. disrupt access to or the operation of; or

4. cause damage to, any data or **computer or digital technology**, including but not limited to any:

a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or

b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or

2. data held electronically by **you** or on **your** behalf.

Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

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

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

a. **cyber attack**;

b. **hacker**;

c. **computer or digital technology error**;

d. any fear or threat of a. to b. above; or

e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Officials indemnity clauses in Full

Clause	**705.4**	**Prior & pending litigation date** Prior & pending litigation date 01/06/2022
Clause	**3215.0**	**Amendment of cover: cyber claims (DO)** The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or

2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;

2. extract information from;

3. disrupt access to or the operation of; or

4. cause damage to, any data or **computer or digital technology**, including but not limited to any:

a. **programs** designed to damage, disrupt, extract data from, or gain access to any

data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or

b. denial of service attack or distributed denial of service attack.

Data subject

Any natural person who is the subject of **personal data**.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or

2. data held electronically by **you** or on **your** behalf.

Personal data

Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

Social engineering communication

Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

The following is added to **What is covered**:

Additional cover

Loss of data resulting from a cyber incident

We will pay on behalf of any **insured person** the **loss** arising from a **claim** against that **insured person**, including any **claim** by any **data subjects** relating to **personal data**, where any such claim is based upon, attributable to or arising from any loss or misuse of data as a direct result of a **cyber attack**, a **hacker** or that **insured person's** own unintentional error. We will not cover **defence costs** in relation to such **claims**.

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

We will not make any payment for any **claim, loss or investigation** based upon, attributable to or arising out of any:

a. **cyber attack**;

b. **hacker**;

c. **computer or digital technology error**;

d. **social engineering communication**; or

e. **claims** by any **data subjects** relating to **personal data** arising from a. to d. above.

This exclusion does not apply to any **claim**:

i. covered under **What is covered**, **Additional cover**, Loss of data resulting from a cyber incident; or

ii. brought by you, any shareholder or creditor of **yours** or any **insured person**, directly due to the **insured person's** management of or response to a. to d. above.

Where a **claim** is covered under i. and ii. above, **we** will treat the **claim** as covered under i. **We** will not cover **defence costs** in relation to such **claims**.

The following is added to **How much we will pay**:

The most **we** will pay under **What is covered**, **Additional cover**, Loss of data resulting from a cyber incident, is the lesser of:

1. £250,000; or

2. the overall limit of indemnity shown on the schedule,

for the total of all such **claims** and **losses**, including **defence costs**, regardless of the number of **claims** or **losses**. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

Clause **3216.0**

Amendment of cover: breach of professional duty (DO)
What is not covered, Breach of professional duty, is amended to read as follows:

Breach of duty to customers

We will not make any payment for any **claim, loss or investigation** where any **claim** is brought by your client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to:

a. **legal representation costs** or any insurable civil fines or penalties associated with an investigation resulting from the **claim**;

b. any **health and safety/manslaughter claim**; or

c. a **claim** by any of **your** shareholders including any shareholder derivative proceedings in **your** name without your or any **insured person's** voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.

Commercial legal protection (DAS) clauses in full

Clause **524.0**

Commercial legal protection
Legal Expenses - cover for up to £100,000
DAS legal advice line: Tel. 0117 933 0626
Please quote policy reference TS5/5997087 in all correspondence
For the purpose of Commercial Legal Protection, **We**/**Our** means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims under that section.

Crisis containment: endorsements

Clause **6752.0**

Amendment of cover: cyber claims and losses
The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or

2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;

2. extract information from;

3. disrupt access to or the operation of; or

4. cause damage to, any data or **computer or digital technology**, including but not limited to any:

a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or

b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or

2. data held electronically by **you** or on **your** behalf.

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

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

a. **cyber attack**;

b. **hacker**;

c. **computer or digital technology error**;

d. any fear or threat of a. to b. above; or

e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Mental anguish and distress

We will not make any payment for any injury or illness resulting from mental anguish or distress.

Crisis containment: endorsements

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.

Renewal SCHEDULE

HISCOX

Clauses - applicable to the whole policy

Clause **6727.0**

Additional definition: cyber
The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of **your policy**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or

2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;

2. extract information from;

3. disrupt access to or the operation of; or

4. cause damage to, any data or **computer or digital technology**, including but not limited to any:

a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or

b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or

2. data held electronically by **you** or on **your** behalf.

Program(s)

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

Clause **603.1**

Commercial assistance & 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

Renewal SCHEDULE

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.

Clause **999.0** Long Term Agreement

Long term agreement

As used in this endorsement:

a. Long term agreement shall mean an agreement between you and us for a period of three years. For the duration of the agreement we agree to leave unchanged your annual premium rates and policy details. In return, you agree to renew with us each year for the duration of the agreement.

b. Annual renewal date shall mean the following date: 31/05/2025

c. Claims payments and costs shall mean the total of all:
i. claims and losses paid; and
ii. legal costs and expenses incurred; and
iii. new reserves and increases in reserves, during the preceding 12 months.

d. 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. We and you agree that this policy is subject to a long term agreement beginning on 01/06/2022 and ending on 31/05/2025, provided that:
1. at each annual renewal date the total of all claims payments and costs does not exceed 40% of the income;
2. there are no changes to the material facts concerning your policy; and there are no changes to Insurance Premium Tax during the period of the long term agreement

Clause **7789.0** **Additional Benefit: The Hiscox Risk Academy**

The Hiscox Risk Academy provides an interactive learning and information management system and assessment centre for you and your employees to help you better manage risks and minimise disruption to your business. The Academy allows you to manage, track and deliver training and assessments in a simple online environment. The interactive training is tailored to the needs of your business and covers topics including fire safety, slips, trips and falls as well as mental health awareness. The editable documents and templates allow you to identify and monitor risks in your own workplace. This service is provided as a complimentary part of your policy with Hiscox and can be accessed by registering at riskacademy.hiscox.co.uk

Renewal SCHEDULE

INFORMATION ABOUT US

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

Name	**Hiscox Underwriting Limited**
Registered address	22 Bishopsgate, London, EC2N 4BQ, 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 Underwriting Limited**
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority
Name	**DAS Legal Expenses Insurance Company Limited**
Registered address	DAS House, Quay Side, Temple Back Bristol BS1 6NH United Kingdom
Company registration	Registered in England number 00103274
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Broker Name	**Arthur J. Gallagher Insurance Brokers Limited**
Registered address	Spectrum Building 7th Floor 55 Blythswood Street Glasgow G2 7AT
Company registration	Registered in Scotland. Company Number SC108909
Status	Authorised and regulated by the Financial Conduct Authority