

#### Quote Reference - 125796709

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## **INSURANCE DETAILS**

Period of insurance: Continuous cover from 16/03/2024 until the policy is cancelled

Date issued to insured: 10/02/2024

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: Kemble and Ewen Parish Council

Address: 23 Top Farm

Cirencester GL7 6FA

Additional insureds: There are no Additional Insureds on this policy

Business: Parish Council

General terms and 11604 WD-HSP-UK-PAC-GTC(4)

conditions wording: The General terms and conditions apply to this policy in conjunction with the specific

wording detailed in each section below

### **PREMIUM DETAILS**

Annual premium : £2,047.70 Annual Tax : £245.72 Total : £2,293.42



## 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

Wall at Cemetery, Wall at Cemetery, Cirencester, GL7 6AA

£88,402

Item description	Excess	Amount Insured	
Total Buildings	£250	£88,402	
Gates and fences	£250	£11,020	
Fixed outside equipment	£250	£8,927	
Street furniture	£250	£17,855	
War memorials	£250	£25,506	
Playground equipment	£250	£127,535	
Sports surfaces	£250	£0	
Other surfaces	£250	£12,753	
Rent receivable	£250	£0	

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)
Additional cover	(iii addition to the overall limb annount 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)

**308.0.2** Flat roof condition

6469.0 Addition of cover: under insurance restriction (Buildings)

**6728.0** Removal of cover: cyber claims and losses



## **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	£0	
Civic Regalia	£250	£0	
Gardening equipment, plant and machinery	£250	£2,650	
Sports equipment	£250	£0	
Rent payable	£250	£0	

Excess applies to Each and every loss

Contents temporarily elsewhere including whilst in

transit

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)
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(iii addition to the overall limitamount 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 $% \left( 1,0,000,000,000,000,000,000,000,000,000$	
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	

is the less

£25,000 or 10% of the amount insured for contents, whichever



Exhibitions stands and equipment temporarily £25,000 or 10% of the amount insured for contents, whichever

**elsewhere** is the less

Defibrillators£5,000Bequeathed property£5,000Fund 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** £250 per week up to a maximum of £2,500 per period of

insurance.

Unauthorised use of public utilities £100,000 or the total amount insured for Business

interruption, whichever is less

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
Terrorism
£100,000 in the aggregate
£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 £25

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

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



Unauthorised use of third party telephones by your

employees

Loss of excess or no claims discount

Loss of third party keys

Defamation and intellectual property rights

£2,500 any one period of insurance

£250 any one period of insurance £2,500 any one period of insurance £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 Pollution defence costs Hirer liability

£100,000 in the aggregate £100,000 in the aggregate £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-UK-PAC-DO(5) Insurer Hiscox Insurance Company Limited

**Policy limit** £500,000

Limit applies to In the aggregate including costs

Legal representation costs

Legal representation basis In the aggregate any one period of insurance

£15,000 United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle Geographical limits

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

£200 **Excess** 

Excess applies to Each and every claim arising from aspect enquiries only

For insured incidents 2 Legal Defence (excluding 2(4)), and 3(b) Bodily Injury: The European Geographical limits

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** 

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£100,000Temporary benefit£500 per weekMedical 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 100% capital benefit amount per person Loss of one eye 100% capital benefit amount per person Loss of two limbs Loss of two eyes 100% capital benefit amount per person 100% capital benefit amount per person Loss of one limb and one eye 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 £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



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:

		****
Property – buildings clauses in full		
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 <b>you</b> in connection with <b>your activities</b> within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The <b>amount insured</b> is the most <b>we</b> will pay in total for <b>damage</b> to such items however many locations are affected.
Clause	308.0.2	Flat roof condition  We will not make any payment for damage arising directly or indirectly from any deficiency of a flat roof unless the roof is inspected once every 2 years by a competent person and any defects are rectified within 14 days.
Clause	6469.0	Addition of cover: under insurance restriction (Buildings) The following is added to <b>How much we will pay</b> , Under insurance:
		If, at the time of <b>damage</b> , the <b>amount insured</b> is less than 85% of the total rebuilding cost of the <b>buildings</b> including an allowance for other costs, the amount <b>we</b> pay will be reduced in the same proportion as the under insurance. If, however <b>you</b> provide us with a professional valuation of the <b>buildings</b> that was carried out within the 3 years preceding the incident of loss, <b>we</b> will not apply this reduction.
Clause	6728.0	Removal of cover: cyber claims and losses  What is not covered 1. m. 'any virus.' 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 the  $reconstitution\ of\ data$  or the value to  $you\ of$  any lost or distorted records or data.

**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.

### 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



- a key operated multi-point locking system having at least three locking bolts.
- 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
  - 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:
  - 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
  - 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**

6731.0

#### Clause

### 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

3121.0

## 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

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
- 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
- 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
- all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and
- fireworks are purchased from a reputable supplier and are not modified in any way: and
- all employees or volunteers have received appropriate training (which is recorded in writing) and are aware of the safety procedures for the event; and
- 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
- 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**.

#### Cvber 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 16/03/2022

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:

- 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 TS5/6702387 in all correspondence For the purpose of Commercial Legal Protection, **We/Our** means DAS Legal

Expanses Insurance Company Limited, who provide the cover and manage all

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.



### 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



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: 15/03/2025
- 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 16/03/2023 and ending on 15/03/2026, 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



### **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

7<sup>th</sup> Floor

55 Blythswood Street

Glasgow G2 7AT

Company registration Registered in Scotland. Company Number SC108909

Status Authorised and regulated by the Financial Conduct Authority