



Renewal SCHEDULE

Quote Reference - 149407389

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

INSURANCE DETAILS

| | |
|--------------------------|---|
| Period of insurance : | Continuous cover from 01/06/2025 until the policy is cancelled |
| Date issued to insured : | 04/05/2025 |
| 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

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| Insured : | Birling Parish Council |
| Address : | 21 Tully Drive Tonbridge TN12 6FP |
| 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

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|------------------|---------|--------------|--------|---------|---------|
| Annual premium : | £715.32 | Annual Tax : | £85.84 | Total : | £801.16 |
|------------------|---------|--------------|--------|---------|---------|

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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 | £3,040 |
| Fixed outside equipment | £250 | £2,954 |
| Street furniture | £250 | £14,626 |
| War memorials | £250 | £70,919 |
| Playground equipment | £250 | £0 |
| Sports surfaces | £250 | £0 |
| Other surfaces | £250 | £0 |
| 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)

| | |
|--|--|
| 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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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 | £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

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|---------------|---|
| 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 Insurer | 11602 WD-HSP-UK-PAC-PYC(6) 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

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

PROPERTY – BUSINESS INTERRUPTION

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|--------------------------------|--|
| Section wording Insurer | 11601 WD-HSP-UK-PAC-PYI(6) 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)

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| 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 |

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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 |

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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 | |

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524.0

Commercial legal protection (charities)

PERSONAL ACCIDENT

Section wording
Insurer

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

Personal accident

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|--------------------------|--|
| 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

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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:

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| Clause | 6351.0 | <p>Floating amount insured (Buildings)</p> <p>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.</p> |
|---------------|---------------|---|

Property – contents clauses in full

| | | |
|---------------|--------------|--|
| Clause | 240.3 | <p>Minimum security condition</p> <p>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:</p> <ol style="list-style-type: none"> The final exit door is secured by: <ol style="list-style-type: none"> a rim automatic deadlock conforming to or superior to BS3621; or 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: <ol style="list-style-type: none"> a locking device specified in 1 above; or by two key operated security bolts to engage the door frame. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by: <ol style="list-style-type: none"> 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. 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: <ol style="list-style-type: none"> secured by means of a key-operated locking device; or permanently screwed shut. <p>Please note:</p> <ol style="list-style-type: none"> The local fire authority must be consulted before you replace or augment the existing locking device fitted to a designated emergency exit door; and The provisions of specification 4 do not apply to windows or skylights that are protected by means of either: <ol style="list-style-type: none"> fixed round or square section solid steel bars not more than 10 cm apart; or fixed expanded metal, weld mesh or wrought ironwork grilles; or proprietary collapsible locking gate grilles. |
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| Clause | 6226.0 | <p>Addition of cover - travel expenses</p> <p>The following is added to What is covered, Additional cover:</p> <p>Travel expenses</p> <p>23. We will also pay for:</p> <p>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</p> <p>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:</p> <p>the death, accidental injury or illness of a member of staff, councillor or trustee; or</p> <p>the death, accidental injury or illness of the spouse, partner, close relative, fiancée or fiancé of a member of staff, councillor or trustee; or</p> |
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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 | <p>Removal of cover: cyber claims and losses</p> <p>What is covered. Lock replacement, is amended to read as follows:</p> <p>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.</p> <p>What is not covered 1. h. 'a virus or hacker.' is deleted.</p> <p>The following is added to What is not covered:</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>We will however cover any other damage, loss, cost or expense insured under this section which is caused by the cyber attack or hacker.</p> <p>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.</p> <p>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.</p> <p>We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.</p> |
| Clause | 6349.1 | <p>Floating amount insured (Contents)</p> <p>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.</p> |

Property away from the premises clauses in full

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| Clause | 65.00 | <p>Contents temporarily elsewhere</p> <p>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.</p> |
| Clause | 6729.0 | <p>Removal of cover: cyber claims and losses</p> |

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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 | <p>Removal of cover: cyber claims and losses</p> <p>Where applicable:</p> <p>1. Special definitions for this section, Cyber attack is deleted.</p> <p>2. What is covered, Cyber attack and What is covered, Additional cover, Hacker damage, are deleted.</p> <p>The following is added to What is not covered:</p> <p>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:</p> <ul style="list-style-type: none"> 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, suppressing, responding or in any way relating to a. to d. above. <p>However:</p> <ul style="list-style-type: none"> 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. <p>These amendments i. and ii. above only apply where the applicable insuring clause</p> |
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is incorporated into the Property – Business interruption section of **your policy**.

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|---|--------|---|
| Clause | 6820.0 | <p>Amended definition: income Special definitions for this section, Income, is amended to read as follows:</p> <p>Income</p> <p>The total income from your activities carried out from your insured location. This does not include precept income.</p> |
| Clause | 6350.1 | <p>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.</p> |
| Employers' liability clauses in full | | |
| Clause | 3121.0 | <p>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:</p> <ol style="list-style-type: none"> 1. Employer name; and 2. Full address of employer including postcode; and 3. HMRC Employer Reference Number (ERN). <p>If any insured entity does not have an ERN, you must provide us with one of the following reasons:</p> <ol style="list-style-type: none"> a. The entity has no employees; or b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; <p>or</p> <ol style="list-style-type: none"> c. The entity is not registered in England, Wales, Scotland or Northern Ireland. <p>You must inform us immediately of any changes to the above information.</p> |
| Clause | 6734.0 | <p>Confirmation of cover: cyber claims The following is added to What is covered:</p> <p>Cyber claims</p> <p>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.</p> |

Public and products liability clauses in full

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|--------|--------|--|
| Clause | 6080.0 | <p>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:</p> <ol style="list-style-type: none"> 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; |
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7. and
8. there is appropriate first aid presence on site, in line with the risk assessment document; and
9. 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
10. 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
11. 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
12. any bonfire is kept at least 75 metres away from any premises, car park or storage of any flammable or dangerous material; and
13. there will be no use of accelerants or other flammables on any bonfire; and
14. 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
15. 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.

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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 |

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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**:

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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.

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|---------------|---------------|---|
| Clause | 3216.0 | <p>Amendment of cover: breach of professional duty (DO) What is not covered, Breach of professional duty, is amended to read as follows:</p> <p>Breach of duty to customers</p> <p>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:</p> <ol style="list-style-type: none"> 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. |
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Commercial legal protection (DAS) clauses in full

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| Clause | 524.0 | <p>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.</p> |
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Crisis containment: endorsements

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|---------------|---------------|---|
| Clause | 6752.0 | <p>Amendment of cover: cyber claims and losses The following are added to Special definitions for this section:</p> <p>Computer or digital technology</p> <p>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.</p> <p>Computer or digital technology error</p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 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. <p>Cyber attack</p> <p>Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none"> 1. gain access to; |
|---------------|---------------|---|

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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

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| Clause | 9003.0 | <p>Crisis containment provider: Hill & Knowlton Crisis line contact number (24 hours): +44 (0)800 8402783 / +44 (0)1206 711796</p> <p>Crisis containment provider: Hill & Knowlton</p> <p>This contact number will go through to us during working hours, and will go directly to Hill & Knowlton outside of these hours.</p> <p>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.</p> |
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Clauses - applicable to the whole policy

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| Clause | 6727.0 | <p>Additional definition: cyber</p> <p>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:</p> <p>Computer or digital technology</p> <p>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.</p> <p>Computer or digital technology error</p> <p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 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. <p>Cyber attack</p> <p>Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. <p>Hacker</p> <p>Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf. <p>Program(s)</p> <p>A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.</p> |
| Clause | 603.1 | <p>Commercial assistance & legal advice helpline</p> <p>This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.</p> <p>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:</p> <ul style="list-style-type: none"> • Employment • Prosecutions • Discrimination in the workplace • Health & safety |

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- 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

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

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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 |

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|----------------------|--|
| 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 th Floor 55 Blythswood Street Glasgow G2 7AT |
| Company registration | Registered in Scotland. Company Number SC108909 |
| Status | Authorised and regulated by the Financial Conduct Authority |