

YOUR HISCOX ENDORSEMENT with effect from 13/03/2019

Policy details

Your Reference:	14439492
Insured:	Coles', Moorpool & The Eyre St Thomas Day Charity
Additional insureds:	There are no additional insureds on this policy
Address:	24 Allison Avenue, Retford, DN22 7JS
Business activities:	Registered charity or not-for-profit organisation involved in arts, culture, heritage, community, well-being, disability, sports and/or youth activities
Period of insurance:	Annual cover from 13/03/2019 until 12/03/2020
Retroactive date:	13/03/2017
Underwritten by:	Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited
General terms and conditions wording:	15661 WD-PIP-UK-GTCA(2) - The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

Premium details

Annual premium:	£127.50	Insurance premium tax:	£15.30	Total annual premium:	£142.80
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YOUR HISCOX COVER

Professional indemnity

Wording:	5979 PI SPI V1
Limit of indemnity:	£500,000 in total for all claims, losses and defence costs
Excess:	£250 each claim or loss, excluding defence costs
Geographical limits:	Worldwide excluding USA and Canada
Applicable courts:	United Kingdom
Clause 6385.0	Amendment to cover: patent exclusion (Professional indemnity)
Clause 400.1	Retroactive date: Business performed in the past

Public liability and event cover

Wording:	8388 WD-CHR-UK-GL(3)	
Limit of indemnity:	£5,000,000 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 each and every occurrence for property damage only	
Geographical limits:	Worldwide excluding USA and Canada	
Applicable courts:	United Kingdom	
Special limits (included within and not in addition to the overall limit above):	Criminal defence costs	£100,000 in the aggregate
	Pollution defence costs	£100,000 in the aggregate
Clause 305.1	Medical malpractice exclusion	
Clause 321.0	Hazardous premises exclusion	
Clause 728.1	Use of heat exclusion	
Clause 6382.0	Additional cover: Data Protection Act (Public and products liability)	
Clause 6383.0	Amendment to cover: work at height (Public and products liability)	

Trustees' liability

Wording:	12483 WD-HSP-UK-SDO(2)
Limit of indemnity:	£250,000 in total for all claims and defence costs
Excess:	Nil
Geographical limits:	United Kingdom
Applicable courts:	United Kingdom

Clause 705.4 Prior and pending litigation date

Crisis containment

Wording:	9809 WD-PIP-UK-CRI(2)
Limit of indemnity:	£25,000 in total for all insured incidents
Excess:	Nil
Special limits (included within and not in addition to the overall limit above):	Outside working hours discretionary crisis mitigation costs £2,500

Clause 9003.0 Crisis containment provider: Hill Knowlton

Volunteers' and employers' liability

Wording:	9418 WD-CHR-UK-EL(1)				
Limit of indemnity:	£10,000,000 each and every occurrence, including costs				
Excess:	Nil				
Geographical limits:	Worldwide				
Applicable courts:	United Kingdom				
Special limits (included within and not in addition to the overall limit above):	<table> <tr> <td>Criminal defence costs</td> <td>£100,000 in the aggregate</td> </tr> <tr> <td>Terrorism</td> <td>£5,000,000 in the aggregate</td> </tr> </table>	Criminal defence costs	£100,000 in the aggregate	Terrorism	£5,000,000 in the aggregate
Criminal defence costs	£100,000 in the aggregate				
Terrorism	£5,000,000 in the aggregate				

Clause 3121.0 Employers' Liability Tracing Office (ELTO) - mandatory information required

HR Solutions

Wording:	7122 WD-PIP-UK-BHR(2)
Description:	<p>HR Solutions provide an interactive website that gives you access to a variety of legally compliant HR documents for your business needs, along with extensive advice on handling all aspects of employment from recruitment to retirement.</p> <p>At an additional cost you can contact the experienced HR advisors at HR Solutions for advice on specific situations.</p>

YOUR HISCOX CLAUSES

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

CLAUSES APPLICABLE TO PROFESSIONAL INDEMNITY INSURANCE

Clause 6385.0	<p>Amendment to cover: patent exclusion (Professional indemnity)</p> <p>The following is added to What is not covered, A.:</p> <p>24. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.</p>
Clause 400.1	<p>Retroactive date: Business performed in the past</p> <p>We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or</p>

destroyed, before: 13/03/2017.

CLAUSES APPLICABLE TO PUBLIC LIABILITY AND EVENT COVER INSURANCE

- Clause 305.1 **Medical malpractice exclusion**
- We** will not make any payment for any claim or loss directly or indirectly due to **bodily injury or personal injury** to any person arising out of any treatment administered or care provided by **you**.
- Clause 321.0 **Hazardous premises exclusion**
- We** will not make any payment for any claim or loss directly or indirectly due to any work in or on any blast furnace, chimney, well shaft, viaduct, bridge mine, refinery, off-shore installation, power station, dam, tunnel, airport, aerodrome, dock warf, pier, harbour, railway, motorway, ship, aircraft tower or steeple.
- Clause 728.1 **Use of heat exclusion**
- We** will not make any payment for any claim or loss directly or indirectly due to any work involving the use or application of heat away from **your** own premises, other than the use of soldering irons.
- Clause 6382.0 **Additional cover: Data Protection Act (Public and products liability)**
- The following is added to **What is covered, Additional cover**:
- Data Protection Act
- If as a result of **your activities** any party brings a claim against **you** for a breach of:
- a. the Data Protection Act 1998
 - b. the Data Protection (Amendment) Act 2003; or
 - c. any similar or successor legislation,
- occurring during the **period of insurance**, **we** will indemnify **you** against the sums **you** have to pay as compensation. **We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.
- However, **we** will not make any payment for any claim:
- i. where **you** are entitled to indemnity under any other insurance;
 - ii. for the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data; or
 - iii. arising from circumstances that **you** knew about or ought reasonably have known about before **we** agreed to insure **you**.
- For claims arising under this Additional cover, the most **we** will pay is £100,000 for the total of all such claims and their **defence costs**. **You** must pay the **excess** of £250 for each claim or loss, excluding **defence costs**.
- Clause 6383.0 **Amendment to cover: work at height (Public and products liability)**
- What is not covered**, A., 16., b. is amended to read as follows:
- b. any activity taking place:
 - i. in or on water; or
 - ii. underground; or
 - iii. more than three metres above ground when outside a building or structure or three metres from floor level when inside a building or structure.

CLAUSES APPLICABLE TO TRUSTEES' LIABILITY INSURANCE

- Clause 705.4 **Prior and pending litigation date**
- Prior and pending litigation date: 13/03/2017

CLAUSES APPLICABLE TO CRISIS CONTAINMENT INSURANCE

- 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 VOLUNTEERS' AND EMPLOYERS' LIABILITY INSURANCE

- Clause 3121.0 **Employers' Liability Tracing Office (ELTO) - mandatory information required**

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

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

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

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

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

CLAUSES APPLICABLE TO THE WHOLE POLICY

Clause 101

Data Protection

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

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)845 2703298
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 8500

Insurance Act 2015 endorsement for annual policies

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

- **How much we will pay**, under insurance, where you have cover under one of the property sections.

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

Amendment of under insurance

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

Under insurance

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

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

1. the **relevant value** declared to us is less than 85% of the **actual value**; and
2. **your** failure to declare the **actual value** was not deliberate or reckless and was a breach of **your** obligations to:
 - i. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or



ii. notify **us** of a change of circumstances in relation to the **actual value**, which may materially affect the **policy**; or

iii. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the **actual value** which may materially affect the **policy**.

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

Special definitions for this **endorsement**:

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

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

INFORMATION ABOUT HISCOX

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

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

Insurers

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

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

Complaints procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any concerns about your policy or the handling of a claim you should, in the first instance, contact Hiscox customer relations either in writing at:

Hiscox Customer Relations,
The Hiscox Building,
Peasholme Green,
York,
YO1 7PR

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

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service or your local Ombudsman. Further details will be provided at the appropriate stage of the complaints process. This complaint process is without prejudice to your right to take legal proceedings.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at www.fscs.org.uk.