

### Quote Reference - 138506071

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

INSURANCE	
INSURANCE	DETAILS

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Period of insurance : Date issued to insured : Underwritten by : Payment method :	Continuous cover from 01/11/2024 until the policy is cancelled 27/09/2024 Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the polic Payment by Broker's Account
URED DETAILS	
Insured :	Kirkbymoorside Town Council
Address :	Church House
	York
	YO62 6AT
Additional insureds :	There are no Additional Insureds on this policy
Business :	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 specifi wording detailed in each section below

Annual premium : £3,459.90

Annual Tax : £415.18 £3,875.08

Total :



### Local councils & not-for profit organisations scheme

### **PROPERTY – BUILDINGS**

Section wording Insurer	11600 WD-HSP-UK-PAC-PYB(5) Hiscox Insurance Company Limited		
Premises address		Sum insured	
Community Centre - Moorside Room, Community Centre - Moorside Room, York, YO62 6AZ		£396,194	
Recreation Club, Recreation Club, York, YO62 6DY		£190,024	
Storage Container, Storage Container, York, YO62 6DY		£3,158	

Item description	Excess	Amount Insured	
Total Buildings	£250	£589,376	
Gates and fences	£250	£5,688	
Fixed outside equipment	£250	£7,895	
Street furniture	£250	£215,841	
War memorials	£250	£0	
Playground equipment	£250	£202,839	
Sports surfaces	£250	£0	
Other surfaces	£250	£0	
Rent receivable	£250	£0	

Excess applies to:

Each and every loss

### Special excesses

Losses from subsidence

 $\pounds$ 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 a Property sections combined
Contract works and site materials	£75,000

Endorsements

Flat roof condition

HISCOX

6469.0 6728.0

Addition of cover: under insurance restriction (Buildings) 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	£28,725
Civic Regalia	£250	£0
Gardening equipment, plant and machinery	£250	£0
Sports equipment	£250	£0
Rent payable	£250	£0

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

Excess applies to

Additional cover

Each and every loss

Geographical limits:

United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

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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	$\pounds 25,000$ or 10% of the amount insured for contents, whichever is the less	



Defective title – fine art	£10,000
Continuing hire charges – in total across all Property sections	£10,000
Exhibitions stands and equipment temporarily elsewhere	$\pounds 25,000$ 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	$\pounds 25,000$ or 10% of the amount insured for contents, whichever is the less
Fraud and dishonesty	£250,000 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)
308.0.1	Flat roof condition
6222.0	Amendment of cover (Fidelity guarantee)

PROPERTY AWAY FROM TH	E 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: Geographical limits:	Each and every loss European Union, United Kingdom of Gr Man and Gibraltar	eat Britain and Northern	Ireland, Channel Islands, Isle of
Endorsements			
65.00 6729.0	Contents temporarily elsewher Removal of cover: cyber claims		

### **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	

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

Key person

 $\pounds 250$  per week up to a maximum of  $\pounds 2{,}500$  per period of insurance.

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Unauthorised use of public utilities

 $\pounds100,000$  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	
Non-damage denial of ac	interruption, whichever is less	
-	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	
Public utilities	interruption, whichever is less £100,000 or the total amount insured for Business	
Public authority	interruption, whichever is less £100,000 or the total amount insured for Business	
-	interruption, whichever is less	
Failure of safety equipme	ent £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	
Alternative hire costs	interruption, whichever is less £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 Limit applies to	£10,000,000 Each and every occurrence including costs	
Geographical limits Applicable court	Worldwide 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 6734.0	Employers Liability Tracing Office (ELTO) - mandatory information required Confirmation of cover: cyber claims	
PUBLIC AND PRODUCTS LIA	ABILITY	
Section wording Insurer	11607 WD-HSP-UK-PAC-GL(4) Hiscox Insurance Company Limited	

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



Applicable courts	European Union and Gibraltar United Kingdom of Great Britain European Union and Gibraltar	and Northern Ireland, the Channel Islands, the Isle of Man, the
Additional cover	(in addition to the overall limit/an	iount insured above)
Unauthorised use of third employees Loss of excess or no clair Loss of third party keys Defamation and intellectu		£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	on 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 6735.0	Firework and bonfire co Removal of cover: cybe	
OFFICIALS' AND TRUSTEES'	INDEMNITY	
Section wording Insurer Policy limit Limit applies to Legal representation cost Legal representation basi Geographical limits Applicable courts		
Endorsements		
705.4 3215.0 3216.0	Prior and pending litiga Amendment of cover: c Amendment of cover: b	
COMMERCIAL LEGAL PROTE	CTION (DAS)	
Section wording Insurer Section limit Limit applies to Excess Excess applies to Geographical limits	originating cause £200 Each and every claim arising fro For insured incidents 2 Legal Do Union, the United Kingdom of G Islands, Albania, Andorra, Bosn Macedonia, Monaco, Monteneg Turkey (west of the Bosphorus)	Company Limited more event arising at the same time or from the same



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Endorsements	
524.0	Commercial legal protection (charities)
PERSONAL ACCIDENT	
Conting 1160	
	8 WD-HSP-UK-PAC-PA(4) x Insurance Company Limited
Personal accident	
Capital benefit	£100,000
Temporary benefit Medical expenses	£500 per week £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)
Deeth	
Death 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	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 Maximum accumulation	$\pounds500$ per week, up to a maximum of 104 weeks, an excess of 14 days applies $\pounds1,000,000$ 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 Geographical limits	Per crisis and in the aggregate during any one period of insurance 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 discretional	ry 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:

Property – buildings clauses in full		
Clause	308.0.2	Flat roof condition <b>We</b> will not make any payment for <b>damage</b> 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 we pay will be reduced in the same proportion as the under insurance. If, however you 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 <b>What is not covered</b> 1. m. 'any <b>virus</b> .' is deleted.
		The following is added to What is not covered:
		We will not make any payment for <b>damage</b> to, or any loss, cost or expense arising in respect of any item of <b>computer or digital technology</b> which is directly caused by:
		a. a cyber attack or fear or threat of a cyber attack;
		b. a <b>hacker</b> or fear or threat of a <b>hacker</b> ; or
		c. its digital connectivity to any other item of <b>computer or digital technology</b> which has been directly affected by a <b>cyber attack</b> or <b>hacker</b> .
		We will however cover any other <b>damage</b> , loss, cost or expense insured under this section which is caused by the <b>cyber attack</b> or <b>hacker</b> .
		We will not make any payment for <b>damage</b> , loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a <b>computer or digital technology error</b> .
		We will not make any payment for the <b>reconstitution of data</b> or the value to <b>you</b> of any lost or distorted records or data.
		We will not make any payment for loss or <b>damage</b> due to <b>your</b> parting with title or possession of <b>property</b> or rights to <b>property</b> prior to receiving payment in full.

Property – contents clauses in full			
Clause	240.3	<ul> <li>Minimum security condition</li> <li>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:</li> <li>1. The final exit door is secured by: <ul> <li>a. a rim automatic deadlock conforming to or superior to BS3621; or</li> <li>b. a mortice deadlock conforming to or superior to BS3621; or</li> <li>c. a key operated multi-point locking system having at least three locking bolts.</li> </ul> </li> </ul>	
		<ol> <li>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:         <ul> <li>a locking device specified in 1 above; or</li> <li>by two key operated security bolts to engage the door frame.</li> </ul> </li> <li>Any other external door or internal door which is officially designated a fire</li> </ol>	

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		<ul> <li>exit by the local fire authority is secured by: <ul> <li>a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or</li> <li>b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.</li> </ul> </li> <li>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: <ul> <li>a. secured by means of a key-operated locking device; or</li> <li>b. permanently screwed shut.</li> </ul> </li> <li>Please note: <ul> <li>(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</li> <li>(ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either: <ul> <li>a. fixed round or square section solid steel bars not more than 10 cm apart; or</li> <li>b. fixed expanded metal, weld mesh or wrought ironwork grilles; or</li> <li>c. proprietary collapsible locking gate grilles.</li> </ul> </li> </ul></li></ul>
Clause	6226.0	Addition of cover - travel expenses The following is added to What is covered, Additional cover:
		Travel expenses
		23. <b>We</b> will also pay for: the unused travel, accommodation and pre-booked conference or excursion expenses which <b>you</b> have paid or legally have to pay and which cannot be recovered; and
		the necessary and reasonable additional travel and accommodation expenses for <b>your</b> member of staff, <b>councillor</b> or trustee to return home; as a result of a pre-arranged business trip being cancelled or cut short, during the <b>period of insurance</b> , for one of the following reasons: the death, accidental injury or illness of a member of staff, <b>councillor</b> or trustee; or
		the death, accidental injury or illness of the spouse, partner, close relative, fiancée or fiancé of a member of staff, <b>councillor</b> or trustee; or
		the death, accidental injury or illness of any person with whom a member of staff, <b>councillor</b> or trustee is planning to stay or conduct business; or
		a member of staff, <b>councillor</b> or trustee being called for jury service or as a court witness; or
		<b>damage</b> to a member of staff or <b>councillor</b> 's or trustee's pre-booked accommodation making it impossible for the member of staff or <b>councillor</b> or trustee to stay there.
		<b>damage</b> to the scheduled means of transport or any strike, riot, civil commotion or <b>terrorism</b> which causes the cancellation or delayed departure
		for 24 hours or more of the scheduled transport on which the member of staff or <b>councillor</b> or trustee is booked to travel on their outward or return journey.
		The most <b>we</b> will pay during the period of <b>insurance</b> under this additional cover is $\pounds750$ . The <b>excess</b> which applies to this additional cover is $\pounds75$ .
Clause	6729.0	Removal of cover: cyber claims and losses What is covered, Lock replacement, is amended to read as follows:
		The costs <b>you</b> incur to replace locks and keys necessary to maintain the security of the <b>insured premises</b> or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the <b>period of insurance</b> . 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 <b>cyber attack</b> or fear or threat of a <b>cyber attack</b> ;
		b. a <b>hacker</b> or fear or threat of a <b>hacker</b> ; or
		c. its digital connectivity to any other item of <b>computer or digital technology</b> which has been directly affected by a <b>cyber attack</b> or <b>hacker</b> .
		We will however cover any other <b>damage</b> , loss, cost or expense insured under this section which is caused by the <b>cyber attack</b> or <b>hacker</b> .
		We will not make any payment for <b>damage</b> , loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a <b>computer or digital technology error</b> .
		We will not make any payment for loss or <b>damage</b> due to <b>your</b> parting with title or possession of <b>property</b> or rights to <b>property</b> prior to receiving payment in full.
		<b>We</b> will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.
Clause	6349.1	<b>Floating amount insured (Contents)</b> The cover under this section 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</b> <b>insured</b> is the most <b>we</b> will pay in total for <b>damage</b> to <b>your contents</b> however many locations are affected.
Clause	308.0.1	<b>Flat roof condition</b> <b>We</b> will not make any payment for <b>damage</b> 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	6222.0	Amendment of cover: fidelity guarantee What is not covered, 9 is amended to read as follows:
		g. loss by fraud or dishonesty of a <b>councillor</b> or any other person working under a contract of service with <b>you</b> , other than where cover is provided under Additional cover, Fidelity guarantee.
		How much we will pay, Fraud and Dishonesty is deleted.
		The following is added to What is covered, Additional cover:
		Fidelity guarantee
		23. your financial loss resulting solely and directly from fraud or dishonesty of a councillor or any other person working under a contract of service with you, discovered by you during the period of insurance provided that:
		a. dual controls exist for the signing of cheques, issuing instructions for disbursements of assets or funds, fund transfer procedures and investment; and
		b. you were unaware of any previous act of fraud or dishonesty committed in the course of their employment by such councillor or any other person working under a contract of service with you; and
		c. there was a clear intention to cause <b>you</b> financial loss and to obtain a personal financial gain over and above salary, bonus or commission; and
		d. <b>your</b> financial loss was wholly sustained within the 12 month period prior to its discovery; and
		e. the loss is notified to <b>us</b> within ten working days of its discovery by <b>you</b> ; and
		f. satisfactory references covering a period of two years prior to the commencement of employment for all new clerks and any other person under a contract of service with <b>you</b> are obtained from:
		i. a previous employer; or ii. an accountant and one other customer in respect of any periods of self employment; or



iii. the school or college in respect of any full-time education.

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

Fidelity guarantee

The most **we** will pay for all financial losses covered under **What is covered**, Additional cover, Fidelity guarantee, including the reasonable charges **you** must pay to **your** professional accountant for producing information we require in support for a request for settlement under this section, is £250,000.

Property away from the premises clauses in full		
Clause	65.00	<b>Contents temporarily elsewhere</b> We will not make any payment when such property is temporarily outside the UK unless it is in your <b>care</b> , 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 <b>you</b> incur to replace locks and keys necessary to maintain the security of the <b>insured premises</b> or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the <b>period of insurance</b> . 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 <b>damage</b> to, or any loss, cost or expense arising in respect of any item of <b>computer or digital technology</b> which is directly caused by:
		a. a cyber attack or fear or threat of a cyber attack;
		b. a <b>hacker</b> or fear or threat of a <b>hacker</b> ; or
		c. its digital connectivity to any other item of <b>computer or digital technology</b> which has been directly affected by a <b>cyber attack</b> or <b>hacker</b> .
		We will however cover any other <b>damage</b> , loss, cost or expense insured under this section which is caused by the <b>cyber attack</b> or <b>hacker</b> .
		We will not make any payment for <b>damage</b> , loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a <b>computer or digital technology error</b> .
		<b>We</b> will not make any payment for loss or <b>damage</b> due to <b>your</b> parting with title or possession of <b>property</b> or rights to <b>property</b> prior to receiving payment in full.
		<b>We</b> will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.
Business int	erruption clauses in f	iuli
Clause	6731.0	<b>Removal of cover: cyber claims and losses</b> 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 <b>your activities</b> 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 <b>What is covered</b> , 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 <b>your policy</b> .
Clause	6820.0	Amended definition: income Special definitions for this section, Income, is amended to read as follows:
		Income
		The total income from your <b>activities</b> carried out from <b>your insured location</b> . This does not include precept income.
Clause	6350.1	Floating amount insured (Business interruption) The cover under this section applies to all locations occupied by <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</b> <b>insured</b> is the most <b>we</b> will pay in total for each interruption to <b>your activities</b> however many locations are affected.
Employers' lia	ability clauses in full	
Clause	3121.0	<ul> <li>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:</li> <li>1. Employer name; and</li> <li>2. Full address of employer including postcode; and</li> <li>3. HMRC Employer Reference Number (ERN).</li> <li>If any insured entity does not have an ERN, you must provide us with one of the following reasons:</li> </ul>
		<ul> <li>a. The entity has no employees; or</li> <li>b. All staff employed earn below the current Pay As You Earn (PAYE) threshold;</li> <li>or</li> <li>c. The entity is not registered in England, Wales, Scotland or Northern Ireland.</li> <li>You must inform us immediately of any changes to the above information.</li> </ul>
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.



Clause	6080.0	<ul> <li>Firework and bonfire condition endorsement The following applies to the whole of this policy and is a condition precedent to our liability. </li> <li>We will not make any payment under this insurance unless you comply with all of the requirements below.</li> <li>Whenever you are responsible for any firework or bonfire displays at the insured location, you must ensure that: <ol> <li>there is a written risk assessment in place for the proposed event; and</li> </ol> </li> </ul>
		<ol> <li>there is a written risk assessment in place for the proposed event, and</li> <li>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</li> <li>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</li> </ol>
		<ol> <li>all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and</li> <li>fireworks are purchased from a reputable supplier and are not modified in</li> </ol>
		<ul> <li>any way; and</li> <li>all employees or volunteers have received appropriate training (which is recorded in writing) and are aware of the safety procedures for the event; and</li> </ul>
		<ol> <li>there is appropriate first aid presence on site, in line with the risk assessment document; and</li> </ol>
		<ol> <li>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</li> </ol>
		<ol> <li>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</li> </ol>
		<ol> <li>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</li> </ol>
		<ol> <li>any bonfire is kept at least 75 metres away from any premises, car park or storage of any flammable or dangerous material; and</li> <li>there will be no use of accelerants or other flammables on any bonfire; and</li> <li>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</li> </ol>
		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.
		<b>We</b> 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	<b>Removal of cover: cyber claims</b> The following are added to <b>Special definitions for this section</b> :
		Computer or digital technology
		Any <b>programs</b> , 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
		<ol><li>on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any computer or digital technology.</li></ol>
		Cyber attack

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

1. gain access to;

2. extract information from;

3. disrupt access to or the operation of; or

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

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

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

#### Hacker

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

1. computer or digital technology; or

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

#### Personal data

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

The following is added to What is not covered:

Cyber incidents

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

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. to b. above; or

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

#### Personal data

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

Officials indemnity clauses in Full		
Clause	705.4	<b>Prior &amp; pending litigation date</b> Prior & pending litigation date 01/11/2023
Clause	3215.0	Amendment of cover: cyber claims (DO) The following are added to Special definitions for this section:
		Computer or digital technology
		Any <b>programs</b> , 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

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

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

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

#### Cyber attack

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

- 1. gain access to;
- 2. extract information from;
- 3. disrupt access to or the operation of; or

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

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

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

#### Data subject

Any natural person who is the subject of personal data.

#### Hacker

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

#### 1. computer or digital technology; or

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

#### Personal data

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

#### Social engineering communication

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

The following is added to What is covered:

#### Additional cover

Loss of data resulting from a cyber incident

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

The following is added to What is not covered:

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

#### a. cyber attack;



		b. <b>hacker</b> ;
		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 <b>claim</b> :
		i. covered under <b>What is covered</b> , <b>Additional cover</b> , 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 <b>claim</b> is covered under i. and ii. above, <b>we</b> will treat the <b>claim</b> as covered under i. <b>We</b> will not cover <b>defence costs</b> in relation to such <b>claims</b> .
		The following is added to <b>How much we will pay</b> :
		The most <b>we</b> will pay under <b>What is covered</b> , <b>Additional cover</b> , 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 <b>claims</b> and <b>losses</b> , including <b>defence costs</b> , regardless of the number of <b>claims</b> or <b>losses</b> . 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:
		<ul> <li>a. legal representation costs or any insurable civil fines or penalties associated with an investigation resulting from the claim;</li> </ul>
		b. any health and safety/manslaughter claim; or
		c. a <b>claim</b> by any of <b>your</b> shareholders including any shareholder derivative proceedings in <b>your</b> name without your or any <b>insured person's</b> 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	<b>Commercial legal protection</b> 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, <b>We/Our</b> means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims under that section.
Crisis conta	inment: 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** 



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.

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### Clauses - applicable to the whole policy

Clause	6727.0	<b>Additional definition: cyber</b> 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 <b>your policy</b> :
		Computer or digital technology
		Any <b>programs</b> , 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
		<ol><li>on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any computer or digital technology.</li></ol>
		Cyber attack
		Any digital attack or interference, whether by a <b>hacker</b> 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 <b>computer or digital technology</b> , 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 <b>yours</b> , who gains unauthorised access to or unauthorised use of any:
		1. computer or digital technology; or
		2. data held electronically by <b>you</b> or on <b>your</b> 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	<b>Commercial assistance &amp; legal advice helpline</b> 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:
		<ul> <li>Employment</li> <li>Prosecutions</li> <li>Discrimination in the workplace</li> <li>Health &amp; safety</li> </ul>

Health & safety
European law

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		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 ag	greement		
As used in thi	s 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 dat	Annual renewal date shall mean the following date: 31/10/2025	
c.	Claims payments and costs shall mean the total of all: i. claims and losses paid; and ii. legal costs and expenses incurred; and iii. new reserves and increases in reserves, during the preceding 12 months.		
d.	Income shall mean the total of the gross premiums and any additional premiums, net of any returned premiums for the policy during the preceding 12 months. We and you agree that this policy is subject to a long term agreement beginning on 01/11/2023 and ending on 31/10/2026, 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**

E.

Status



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		

Authorised and regulated by the Financial Conduct Authority