

Public and products liability (charity and not-for-profit)

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
Abuse or molestation retroactive date	The date stated as the retroactive date in the abuse or molestation cover in the schedule.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
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: <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 .
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to: <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.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Employee	Any person working for you in connection with your activities who is: <ol style="list-style-type: none"> 1. employed by you under a contract of service or apprenticeship; 2. hired to or borrowed by you; 3. under your control or supervision and is self-employed or working on a labour-only basis; 4. engaged by labour-only sub-contractors; 5. a labour master or a person supplied by him; 6. engaged under a work experience or training scheme;

7. a voluntary worker engaged with **your** permission.

Fundraising activities

The following fundraising activities arranged by **you** that occur within the **geographical limits**:

- a. clerical and non-manual work;
- b. domestic work, including domestic gardening and car cleaning but not building alterations or repair;
- c. exhibitions, craft fairs or fetes;
- d. sponsored walks or hikes;
- e. charity dinners, luncheons or quiz nights;
- f. family fun days;
- g. any other activity not specifically excluded in this section of the **policy**.

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.

Inefficacy

The failure of any of **your products** or any service, process or system provided or managed by **you** to perform the function or serve the purpose for which it was intended.

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.

Personal injury

False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy.

Pollution

Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

Products

Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by **you**.

Property damage

Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.

Tool of trade

Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation. This does not include **drones**.

You/your

Also includes any person who was, is or during the **period of insurance** becomes **your** director, partner, trustee, committee member, senior manager or officer in actual control of **your** operations.

Your activities

Your activities, including **fundraising activities**, declared to and accepted by **us**, undertaken with **your** full knowledge and authority and under **your** control or the control of an authorised **employee**.

What is covered

Claims against you

If, as a result of **your activities**, any party brings a claim against **you** for:

- a. **bodily injury**, other than **abuse or molestation**, or **property damage** occurring during the **period of insurance**;
- b. **personal injury** or **denial of access** committed during the **period of insurance**;

we will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Abuse or molestation claims	<p>If, as a result of your activities, any party brings a claim against you during the period of insurance for abuse or molestation committed after the abuse or molestation retroactive date, we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee when they are acting on your behalf in whatever capacity. However, we will not in any event provide cover to any party who commits, condones or ignores any abuse or molestation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners, trustees, committee members, employees or the spouse of any such person against legal liability as a result of bodily injury, property damage or personal injury, which falls within the scope of What is covered, Claims against you, incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man other than where such liability:</p> <ol style="list-style-type: none"> arises out of: <ol style="list-style-type: none"> any loss of a third-party's key or electronic pass card; any failure to secure a third-party's premises; the ownership or occupation of land or buildings; or is covered by any other insurance.
Claims against principals	<p>If, as a result of your activities, any party brings a claim, which falls within the scope of What is covered, Claims against you, against any:</p> <ol style="list-style-type: none"> party individually stated in the Public and products liability section of the schedule under Named third parties; or other party with whom you have entered into a contract or agreement in connection with your activities; <p>and you are liable for that claim, we will treat such claim as if it had been made against you and make the same payment to such party that we would have made to you, provided that they:</p> <ol style="list-style-type: none"> have not, in our reasonable opinion, caused or contributed to the claim against them; accept that we can control the claim's defence and settlement in accordance with the terms of this section; have not admitted liability or prejudiced the defence of the claim before we are notified of it; give us the information and co-operation we reasonably require for dealing with the claim.
Cross liabilities	<p>If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our liability in the aggregate shall not exceed the applicable limit of indemnity stated in the schedule.</p>
Criminal proceedings costs	<p>If, during the period of insurance, any governmental, administrative or regulatory body brings any criminal or regulatory action or proceedings against you or any employee directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action or proceedings. However, we will only pay the costs incurred to defend any allegations of abuse or molestation covered under this section up to the date of any judgment or other final adjudication against the employee or an admission by the employee that an act of abuse or molestation did occur.</p>
Loss of third-party keys	<p>If, during the period of insurance and as a result of your activities, you lose any key or electronic pass card belonging to a third-party for which you are legally responsible, and that party brings claim against you, we will pay the reasonable costs to replace the relevant locks, keys or electronic pass cards.</p>

Failure to secure third-party premises

If, during the **period of insurance**, **you** fail to secure the premises of a third-party where **you** have been carrying out **your activities**, and that party brings claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third-party, provided that **you** have taken reasonable steps to secure the premises as required by that third-party.

Unauthorised use of third-party telephones by your employees

If, during the **period of insurance** and as a result of **your activities**, any of **your employees** uses a third-party's telephone system without authority, including any mobile or internet-based telephone network, and that party brings claim against **you**, **we** will pay the sums **you** have to pay as compensation to such third-party, provided that **we** are notified within three months of the unauthorised use.

Defective Premises Act

If, during the **period of insurance**, **you** dispose of any premises in connection with **your activities** and any party brings a claim against **you** under Section 3 of the Defective Premises Act 1972) or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975, **we** will pay for 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.

We will not in any event make any payment for any:

- a. liability where **you** are entitled to cover under any other insurance;
- b. costs of remedying any actual or alleged defect, which if not remedied may result in a claim.

Additional cover

Court attendance compensation

If any of **your** directors, partners, trustees, committee members, senior managers or officers in actual control of **your** operations or any other **employee** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

Property for which you are responsible

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

1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. vehicles or personal effects belonging to **your employees** or visitors, while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your activities**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement;
 - d. loss of a third-party's keys or electronic pass cards.
2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drone**, hovercraft, self-balancing motorised scooter, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any:
 - a. **employee**; or
 - b. person supplied by **you** to a client under contract which occurs anywhere other than at **your** premises.

Pollution

4. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;

	b. any pollution occurring in the United States of America or Canada.
Cyber incidents	<p>5. contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. cyber attack; b. hacker; c. computer or digital technology error; or d. any fear or threat of 5.a. to 5.b. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 5.a. to 5.d. above.
Professional advice	6. designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice prepared or given by you .
Treatment or care	7. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with your activities .
Tour operator's liability	<p>8. any activities activity where you are deemed in law to be liable, purely as a result of:</p> <ul style="list-style-type: none"> a. the Package Travel and Linked Travel Arrangements Regulations 2018; b. any similar or successor legislation; or c. any other legislation specifically imposing liability upon tour operators, travel agents, travel facilitators, travel organisers or similar organisations or activities.
Your products	<p>9. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.</p> <p>10. a. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;</p> <p>b. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products;</p> <p>c. any products relating to drones or self-balancing motorised scooters.</p>
Inefficacy	11. inefficacy .
Deliberate or reckless acts	12. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Placed personnel	13. the actions of any person supplied by you to a client under contract.
Contracts	14. your liability under any contract which is greater than the liability you would have at law without the contract.
Terrorism, war or nuclear	<p>15. contributed to by, resulting from or in connection with any:</p> <ul style="list-style-type: none"> a. terrorism; b. war; c. nuclear risks; d. any fear or threat of 15.a. to 15.c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above. <p>If there is any dispute between you and us over the application of 15.a. above, it will be for you to show that the clause does not apply.</p>
Personal data	16. contributed to by, resulting from or in connection with any actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .

Asbestos	17. asbestos risks.
Hazardous activities	<p>18. a. any activity involving the use of or provision of any:</p> <ul style="list-style-type: none"> i. mechanically driven rides or any activities at speeds exceeding ten miles per hour; ii. playground equipment or inflatable play equipment including bouncy castles, slides and rides; iii. fireworks, bonfires, pyrotechnics, sparklers, airborne lanterns, sky candles or wish lanterns; iv. weapons; v. sporting or roller skates, roller blades, skateboards or other boards used for sporting activities; <p>b. any activity taking place:</p> <ul style="list-style-type: none"> i. in or on water; ii. underground; or iii. more than five metres above ground when outside a building or structure or five metres from floor level when inside a building or structure; <p>c. aerial activity of any kind, including bungee jumping;</p> <p>d. winter sports, including skiing, ice skating and the use of bobsleighs or skeletons;</p> <p>e. any kind of race, endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of bodily injury, including marathons, biathlons, triathlons, iron man competitions, mountain bike races, weightlifting or commando challenges;</p> <p>f. horse riding or any other equestrian activities;</p> <p>g. gymnastics or trampolining;</p> <p>h. extreme activity, including mountaineering, rock-climbing or potholing;</p> <p>i. any activity that requires the use of guides or ropes, other than tug-of-war;</p> <p>j. any contact sport or professional sports of any kind, unless declared to and accepted by us.</p> <p>B. We will not make any payment for:</p>
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	<p>3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Geographical limits	<p>4. any claim brought against you:</p> <ul style="list-style-type: none"> a. resulting from any of your activities you undertake in any country outside the geographical limits; or b. for bodily injury or property damage, arising from any products, occurring in any country outside the geographical limits.
Excess	5. the amount of any relevant excess .

How much we will pay

We will pay up to the limit of indemnity stated in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** stated in the schedule for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

Abuse or molestation	For claims brought against you for abuse or molestation , the most we will pay is the amount stated in the schedule for the total of all such claims and their defence costs .
Products	For claims arising from your products , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs .
Pollution	For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . The most we will pay for defence costs in relation to pollution claims is the amount stated in the schedule.
Claims brought against you in USA or Canada	If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs .
Criminal proceedings costs	The most we will pay for the costs to defend criminal or regulatory actions or proceedings is the amount stated in the schedule. This applies to all actions and proceedings brought against you and your employees during the period of insurance .
Unauthorised use of third-party telephones by your employees	For claims arising from the unauthorised use of a third-party's telephone systems, the most we will pay is the amount stated in the schedule for the total of all such claims and their defence costs .

Additional cover

Court attendance compensation	We will pay you compensation, as stated in the schedule, for each day or part day that any of your directors, partners, trustees, committee members, senior managers or officers in actual control of your operations or other employees are required to attend court in relation to a claim covered under this section. The most we will pay for the total of all court attendance covered under this section is stated in the schedule.
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

Your obligations

If a problem arises	<ol style="list-style-type: none"> 1. We will not make any payment under this section unless you notify us: <ol style="list-style-type: none"> a. immediately and in any event within seven days of: <ol style="list-style-type: none"> i. a claim or anything which may give rise to a claim for or arising out of bodily injury or abuse or molestation; ii. your discovery, or the existence of reasonable grounds for your suspicion, that any director, partner, trustee, committee member or employee has committed abuse or molestation; or iii. any threatened criminal or regulatory action or proceedings by any governmental, administrative or regulatory body. b. promptly of any other claim or anything which may give rise to any other claim against you, including your discovery that products are defective. <p>At our request, you must confirm the facts in writing within 30 days with as much information as is available.</p> <p>You should make this notification directly to us (and your insurance adviser, if you have one) as follows, ensuring you quote your policy number:</p> <p>by email to: liability.claims@hiscox.com; or</p> <p>by post to: UKSC Liability Claims, The Hiscox Building, Peasholme Green, York YO1 7PR.</p> 2. When dealing with your client or a third party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior
---------------------	---

written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment that **we** have suffered as a result.

Correcting problems

3. **You** must take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor. **We** will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name the investigation, settlement or defence of any or any part of a claim.

You must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any claim. **You** should not do anything which may prejudice **our** position.

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the claim.

Partially covered claims

We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against **you** and any other party who is not covered under this section, then at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

We will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any claim. However, **we** will not pay any **defence costs** in connection with any claim or part of a claim which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full limit of indemnity

We have no further duty to indemnify **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**. Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

Our duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Disputes

For the purposes of **control of defence** in this section of the **policy**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.