

Howden Sport & Entertainment

Your Sports Renewal Evidence of Cover

Hackney Anaconda t/as Anaconda Swim
School

HOWDEN

Navigating Your Report

The following documents are enclosed within your report, please do take time to read them and contact us immediately if their meaning is unclear, you identify any inaccuracies, it does not meet with your requirements or you are unable to meet any of your obligations

If you wish to receive a copy of the documentation in paper format by post please let us know.

Statement(s) of Fact – insurers require your agreement that all statements are true before agreeing to insure you.

Policy Schedule – detailing the quotation and cover provided (to be read in conjunction with the policy wording/s).

EL Certificate

To Whom It May Concern

Policy Summary – provides key information about the insurance policy.

Claims Advice

Statement(s) of Fact

Policy Number PSPT00085826/00

By accepting this insurance, you confirm that the facts stated below are true. Your Insurer has relied on these facts and all the information that you or anyone on your behalf provided, in deciding to accept this insurance and in setting the terms and premium.

You should keep this statement of fact for your records.

You must read this document to ensure that all the facts stated below are accurate and complete. If any of the facts stated below or any of the information provided to us is not correct or needs to be changed, you must tell us as soon as possible.

When we are notified of a change we will tell you if this affects your policy. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.

If any of the information is not, or no longer remains, true, accurate and complete, and you do not tell us, it could affect the validity of the policy or your insurers' ability to pay a claim.

We take this opportunity to remind you that you owe a duty to make a fair presentation of the risk to the insurer. You have a duty to disclose to the insurer every material circumstance which you know or ought to know after a reasonable search or which is sufficient to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. In addition, you have a duty to disclose information in a clear and accessible manner.

A circumstance is material if it would influence a prudent insurer's judgment in determining whether to take the risk and, if so, on what terms.

Failure to disclose a material circumstance may entitle an insurer to:

- in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid;
- impose different terms on your cover; and/or
- reduce the amount of any claim payable

General Statements

Within the last 10 years, You (including any directors, partners or other board members, or any entities for which such person act or acted as board members) have never been the subject of any insolvency process.	Yes
You have not had any insurance or proposal cancelled, withdrawn, declined or made subject to special terms for any reason.	Yes
You (including any directors, partners or other board members) have never been:- disqualified from acting as a director of a limited company or member of a limited liability partnership; or- convicted of, or charged with, a criminal offence, other than a conviction spent under the Rehabilitation of Offenders Act 1974 or any successor legislation	Yes
Your activities do not take place in a territory where the Foreign Office advises against all non-essential travel.	Yes
You do not make more than 50% of your annual turnover from the combined total income from the following activities: hiring out of the property, hosting parties for a fee, making a profit from the sale of goods, food or drink.	Yes
You do not provide, operate, coach, instruct, facilitate or organise any of the following activities (other than declared to us): mechanically driven rides or activities at speeds greater than 10mph, underground or taking place 5 metres above ground, winter sports, any race, assault or obstacle course, endurance or strength test or any 'mobile activities' such as mobile ice rinks, climbing walls, mechanical rides or inflatables.	Yes
You do not provide, operate, coach, instruct, facilitate or organise any of the following sporting activities: Bungee jumping, cliff jumping, flying, trampolining, motorsport, quad biking, skate parks, horse riding (or equestrian activity) coastering, gorge walking (other than BMC qualified/experienced instructors) or karting.	Yes

You do not coach, instruct, facilitate or organise any contact sport or professional sport of any kind	Yes
You do not provide training or coaching services to any professional athlete, where professional is defined as persons whose main source of income is generated by participating in sports or from sponsorship associated with sports (not including coaches or instructors)	Yes
You ensure that: - bank statements, receipts, counterfoils and supporting documents are checked at least monthly against book entries & invoices independently of the employees responsible and - cash in hand, cheques and petty cash is checked monthly independently of the employee responsible.	Yes
Your business does not provide accommodation services other than the provision of residence on site to a private warden or similar staff member.	Yes

Claims and Losses Statements

You confirm that all existing losses have been accurately and fully disclosed to us.	Yes
You are not aware, after enquiry, of any circumstances that could give rise to a claim in respect of the risks to which this insurance relates, other than those that have already been reported to us in writing. For example, this may include any incident involving bodily injury (including injury to employees, third parties or volunteers), abuse of children or adults, or financial loss.	Yes
You are not aware, after reasonable enquiry, of any loss from suspected dishonesty or fraud.	Yes
You are not aware of any fact, circumstance, incident, or escalating level of complaint which may give rise to a claim against Hiscox.	Yes
There have been no claims or investigations made against you, your directors, officers, trustees or employees in the last five years which may have given rise to a claim under this policy had it been in force	Yes
In the last five years the total value of all claims you have made (excluding COVID 19 Business Interruption claims) is less than £10,000 and - no individual claim has exceeded £5,000; or - you have not suffered more than one claim from the same cause; or - you have not suffered more than three claims in total.	Yes

Liability Statements

All premises are based in the United Kingdom of Great Britain and Northern Ireland, The Channel Islands, The Isle of Man	Yes
You do not generate income from activities outside of the UK.	Yes
All activities including competitions and coaching take place at safe venues and with safe equipment which has been subject to your own appropriate and documented risk assessment.	Yes
At least 75% of your business income is derived from membership and core club / association activities.	Yes
Your business is a swim school or swim club.	Yes
Your swim school facilitates one of the following activities: swimming, synchronised swimming, masters & disability swimming, training for and participation in competitive swimming, pool parties and fundraising activities where participation is for swim school / club members only.	Yes
You do not operate, run or maintain a gym.	Yes
You are not responsible for any maintenance, upkeep or chlorination of the pool or facility, unless you have advised us that you operate your own pool.	Yes
You hold a suitable qualification for the business activity you perform.	Yes
No more than 30% of your turnover is generated from the sale or supply of products and you do not supply products to clients outside of the European Union.	Yes
No more than 10% of your business activities are performed outside of the United Kingdom.	Yes
Your organisation segregates duties so that at least dual control exists on signing cheques, issuing instructions for disbursement of assets or funds, fund transfer procedures or investments for amounts in excess of £2500 and bank Statements, receipts, counterfoils and supporting documents are checked at least monthly against book entries & invoices independently of the employees responsible.	Yes
Your organisation adheres to government advice and supporting information provided by the National Governing Body for the sport in relation to restarting activities following the lockdown	Yes

Your organisation has made a surplus in at least one of the last three years, or broken even over the last three years	Yes
You have declared a positive net worth in your latest annual accounts	Yes
Your organisation is able to pay its financial obligations (including but not limited to rent, utility bills, loans and salaries) as they fall due over the next 12 months and you have not needed to obtain additional credit (for example: bounce back or government loans or credit) to do so.	Yes
Where audited accounts are a statutory requirement, the auditor's opinion is not qualified in any way	Yes
Where you employ staff: - there have been no staff furloughed - there have been no redundancies over the last 6 months - there are no redundancies anticipated over the next 12 months	Yes

General Property Statements

You occupy the building mainly as a venue for your declared sporting and leisure activities including changing rooms, club house, pavilion and gym. The following activities are also acceptable: hiring out the venue (private, conference hire etc), sale of sports clothing, equipment and accessories, and the provision of food and drink including alcohol.	Yes
You are not any of the following: a working men's club, a snooker or pool hall, a golf club or driving range, a bowling alley or ten pin bowling centre, an equestrian club, a scout or guides group or an air or sea cadets group.	Yes
You do not operate: a sports stadium or arena (unless declared to Howden), a holiday park, a hotel, a pub, a night club, a disco or any form of accommodation or residence other than the provision of residence on site to a private warden or similar staff member.	Yes
The premises are not due to undergo repair, alteration, extension or any works of a structural nature with a contract that exceeds £75,000 in value.	Yes
There are no working guns, ammunition other firearms stored in any of your premises that have not been fully registered and inspected by the authorities for storage of such items.	Yes
All items to be insured under the policy are maintained in a good state of repair and where applicable, transported in accordance with the manufacturer's guidelines or recommendations.	Yes

Property – Sports Equipment and Portable Property

All items to be insured under the policy are normally stored within the geographical limits	Yes
You do not use any of the following: marquees, video walls and screens, satellite and terrestrial broadcasting and recording equipment, exhibition and catering trailers, stadium seating, portacabins and other temporary structures.	Yes
All items to be insured under the policy are able to be repaired in the United Kingdom	Yes

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy www.hiscox.co.uk/cookies-privacy.

Policy Number PSPT00085826/00

Hiscox Unique Identifier 8284735

RENEWAL SCHEDULE

INSURANCE DETAILS

Period of Insurance:	From 01/04/2026 to 31/03/2027
Date issued:	31/03/2026
Underwritten by:	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
Payment Method:	Payment by Broker's Account

INSURED DETAILS

Insured:	The Committee for the time being of Hackney Anaconda t/as Anaconda Swim School
Address:	200A Pentonville Road London United Kingdom N1 9JP
Additional Insured's:	There are no Additional Insured's on this policy
Business Description and activities:	Sports club undertaking setting club rules, ensuring adherence to club rules, disciplining members who fail to adhere to club rules, arranging suitable times and locations for club activities, promotion of club activities, arranging club events for members and fund raising purposes and the provision of instruction, coaching, training, tuition, supervision, advice and assessment and participation in respect of Swimming including the provision of the venue, facilities and or equipment.
General terms and conditions wording:	11422 WD-HSP-UK-PSS-GTC(8) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.
Property definitions wording:	11423 WD-HSP-UK-PSS-PD(5) Property definitions apply to the Property sections of this policy in conjunction with the specific wording detailed in each section below

PREMIUM DETAILS

Annual premium:	£2,293.39	Insurance Premium Tax:	£275.21	Total Insurance Premium:	£2,568.60
Administration fee:	£50.00			Final Total Due:	£2,618.60

SPORTS AND RECREATION INSURANCE

PUBLIC AND PRODUCTS LIABILITY

Section Wording	11420 WD-HSP-UK-PSS-GL(10)
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, abuse or for products to which a single aggregate policy limit including defence costs applies
Excess	£0
Excess applies to	Each and every claim in respect of third-party property damage where activities are under taken away from the insured's business premises
Geographical limits	Worldwide
Applicable courts	European Union, United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar

Claims brought in USA or Canada	Not covered
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Abuse or molestation cover (included within not in addition to the overall limit of indemnity stated above)

Limit of indemnity	£2,500,000
Limit applies to	in the aggregate, including all costs
Excess	£0
Excess applies to	each and every claimant in respect of each and every claim or loss, excluding defence costs
Geographical limits	European Union, United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar
Applicable courts	European Union, United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar
Retroactive date	01/04/2010

Special Limits (included within and not in addition to the overall limit insured above)

Cover	Limit of indemnity	Limit applies to
Criminal proceedings costs	£250,000	in the aggregate
Pollution defence costs	£250,000	in the aggregate

Endorsements

Clause 38	Removal of cover: cyber claims
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PROFESSIONAL INDEMNITY

Section Wording	11421 WD-PIP-UK-PSS-SP(5)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£5,000,000
Limit applies to	each and every claim or loss, excluding defence costs
Excess	£0
Excess applies to	each and every claim or loss, excluding defence costs
Geographical limits	Worldwide (excluding United States of America and Canada)
Applicable courts	European Union, United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar

Claims brought in USA or Canada	Not covered
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Special limits (included within not in addition to the overall limit of indemnity stated above)

Cover	Limit of indemnity	Limit applies to
Your own losses: losses from dishonesty	£10,000	In the aggregate, including all costs
Your own losses: loss of documents	£100,000	In the aggregate, including all costs

Retroactive date	01/04/2010
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Endorsements

Clause 45.1	Amendment of cover: cyber claims and losses
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MANAGEMENT LIABILITY: TRUSTEES, DIRECTORS AND OFFICERS LIABILITY

Section Wording	11417 WD-HSP-UK-PSS-DOT(11)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£1,000,000
Limit applies to	In the aggregate including costs
Excess	Nil
Excess applies to	each and every claim or loss, excluding defence costs
Geographical limits	Worldwide (excluding United States of America and Canada)
Applicable courts	European Union, United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar

Claims brought in USA or Canada	Not covered
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Additional covers (in addition to overall limit of indemnity stated above)		
Cover	Limit of indemnity	Limit applies to
Additional defence costs	£250,000	in the aggregate

Special limits (included within not in addition to the overall limit of indemnity stated above)		
Cover	Limit of indemnity	Limit applies to
Employment claims	£100,000	In the aggregate
Bail costs	£250,000	In the aggregate

Endorsements	
705.4	Prior & Pending Litigation Date
827.1	Directors' and officers' retroactive date endorsement
Clause 1 - D&O	Amendment of cover: cyber claims (DO)
Clause 2 - D&O	Amendment of cover: breach of professional duty (DO)

MANAGEMENT LIABILITY: PROFESSIONAL & LEGAL LIABILITY

Section Wording	20776 WD-HSP-UK-CLB-PLL(2)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£1,000,000
Limit applies to	In the aggregate including costs
Excess	Not applicable unless specified under special excesses below
Geographical limits	Worldwide (excluding United States of America and Canada)
Applicable courts	European Union, United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar

Claims brought in USA or Canada	Not covered
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Special limits (included within not in addition to the overall limit of indemnity stated above)		
Cover	Limit of indemnity	Limit applies to
Public relations expenses	£25,000	In the aggregate
Pre-investigation costs	£1,000,000	in the aggregate
Investigation mitigation costs	£100,000	In the aggregate
Emergency defence costs	£500,000	in the aggregate
Emergency legal representation costs	£500,000	in the aggregate
Dishonesty of employees	£10,000	in the aggregate
Loss of documents	£100,000	in the aggregate
Pollution defence costs and legal representation costs	£100,000	in the aggregate
Court attendance compensation: in total across all management liability sections	£100,000	in the aggregate
Court attendance compensation: employees	£250	per person, per day
Court attendance compensation: trustees, committee members, directors, partners, members and officers	£500	per person, per day

Endorsements

Clause 48

Amendment of cover: cyber claims (PLL)

EMPLOYERS' LIABILITY

Section Wording	11412 WD-HSP-UK-PSS-EL(8)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£10,000,000
Limit applies to	each and every occurrence including defence costs
Geographical limits	Worldwide
Applicable courts	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 insured above)

Cover	Limit of indemnity	Limit applies to
Criminal proceedings costs	£250,000	In the aggregate
Terrorism	£5,000,000	each and every claim or loss, including defence costs

Endorsements

3121.0	EL Mandatory Information
Clause 1 - EL	Confirmation of cover: cyber claims

Property

Property - Buildings

Premises:	Not Covered
Section Wording	11426 WD-HSP-PSS-PYB(3)
Insurer	Hiscox Insurance Company Limited

Item Description	Excess	Amount Insured
Buildings - Standard Construction	£250	Not Covered
Buildings - Non-Standard construction	£250	Not Covered
Greens, turf and non turf pitches, courts and playing surfaces	£250	Not Covered
Rent receivable	£250	Not Covered
Total Amount insured		Not Covered
Excess applies to each and every loss		

Special excesses

Subsidence, heave and landslip excess	£1,000 each and every loss
Subsidence, heave and landslip excess for greens, courts, pitches and playing surfaces including artificial surfaces	£2,500 each and every loss
Flood excess	£1000

Additional Cover: (in addition to the overall amount insured above)

Trace and access:	Not Covered
Emergency services:	Not Covered
Loss prevention costs:	Not Covered
Additions to Buildings:	Not Covered
Inadvertent omissions:	Not Covered
Undamaged tenants improvements and betterments:	Not Covered
Tree shrubs and plants:	Not Covered
Gardens:	Not Covered
Discharge of oil:	Not Covered

Endorsements

None

Property – Contents

Premises:	Not Covered
Section Wording	11424 WD-HSP-PSS-PYC(10)
Insurer	Hiscox Insurance Company Limited

Item Description	Excess	Amount Insured
General contents – Standard Construction	£250	Not Covered
General contents – Non Standard Construction	£250	Not Covered
Stock of food drink alcohol and tobacco	£250	Not Covered

Stock of sports equipment for sale	£250	Not Covered
Swimming pool stock and equipment	£250	Not Covered
Portable plant, machinery and machinery not subject to road traffic legislation used at the premises only	£250	Not Covered
Total Amount insured		Not Covered
Excess applies to each and every loss		
Additional Cover: (in addition to the overall limit/amount insured above)		
Additions to contents		Not Covered
Computer breakdown		Not Covered
Reconstitution of data		Not Covered
Reconstitution of other business documents		Not Covered
Costs following glass breakage		Not Covered
Lock replacement		Not Covered
Building damage by theft		Not Covered
Money in the business premises while open for business or in a locked safe.		Not Covered
Money in transit		Not Covered
Money at the home of any officer, committee member, partner, director or employee		Not Covered
Money at all other times		Not Covered
Money – non-negotiable instruments		Not Covered
Fraud and dishonesty		Not Covered
Personal assault – death		Not Covered
Personal assault – total loss or permanent and total loss of use of one or more limbs		Not Covered
Personal assault – total and irrecoverable loss of sight in one or both eyes		Not Covered
Personal assault – disablement which totally prevents the injured person from carrying out all parts of their usual occupation		Not Covered
Personal effects		Not Covered
Metered water and fuel		Not Covered
Outdoor items		Not Covered
Refrigerated stock		Not Covered
Contents temporarily elsewhere		Not Covered
Exhibition stands and equipment temporarily elsewhere		Not Covered
Identity fraud		Not Covered
Endorsements		
None		

Property - Sports Equipment And Portable Property

Section Wording	7697 WD-HSP-UK-PSS-PYS(4)
Insurer	Hiscox Insurance Company Limited
Geographical limits	As specified below

Item Description	Excess	Amount Insured
Heavy sports equipment, including vaults, horse-boxes, targets, canoes, kayaks, weight lifting apparatus and assorted accessories whilst kept within the premises only	£250	Not Covered
Portable electronic equipment, sports equipment including balls, bats, bows, pins, paddles, rods and reels, rackets, clothing, protective clothing, crash mats and assorted accessories - United Kingdom	£250	£5,175
Portable electronic equipment, sports equipment including balls, bats, bows pins, paddles, rods and reels, rackets, clothing, protective clothing, crash mats and assorted accessories - Worldwide	£250	Not Covered
Heavy sports equipment, including vaults, horse-boxes, targets, canoes, kayaks, weight lifting apparatus and assorted accessories - United Kingdom	£250	Not Covered
Heavy sports equipment, including vaults, horse-boxes, targets, canoes, kayaks, weight lifting apparatus and assorted accessories - Worldwide	£250	Not Covered
Portable plant and machinery, including generators and similar equipment or any other equipment installed outdoors - United Kingdom	£250	Not Covered
Portable plant and machinery, including generators and similar equipment or any other equipment installed outdoors - Worldwide	£250	Not Covered
Cups, trophies and silverware – United Kingdom	£250	Not Covered
Any other insured property – United Kingdom	£250	Not Covered
Any other insured property – Worldwide	£250	Not Covered
Total Amount insured		£5,175
Excess applies to each and every loss		

Additional Cover:	(in addition to the overall limit/amount insured above)
Continuing hire charges	£5,000
Debris removal	£5,000

Endorsements	
4448	Removal of cover: subsidence
Clause 37	Removal of cover: cyber claims and losses

Property - Business Interruption

Premises:	Not Covered
Section Wording	11431 WD-HSP-PSS-PYI(11)
Insurer	Hiscox Insurance Company Limited
Indemnity period	Not Covered

Item Description	Excess	Amount Insured
Loss of income including increased cost of working	Nil	Not Covered
Loss of gross profit including increased costs of working	Nil	Not Covered
Increased costs of working only	Nil	Not Covered
Additional increased costs of working	Nil	Not Covered
Outstanding debts	Nil	Not Covered
Rent payable	Nil	Not Covered
Total Amount Insured		Not Covered

Excess applies to each and every loss

Special Limits	(including within and not in addition to the overall amount insured above)
Computer breakdown	Not Covered
Denial of access	Not Covered
Non-damage denial of access	Not Covered
Bomb threat	Not Covered
Suppliers	Not Covered
Public utilities	Not Covered
Public authority	Not Covered
Loss of licence	Not Covered
Pollution restricting use	Not Covered

Endorsements

None

Crisis Containment

Wording	9809 WD-PIP-UK-CRI(2)
Limit of Indemnity	£25,000 In aggregate during one period of insurance
Geographical limits	United Kingdom, The Isle of Man, the Channel Islands and the Republic of Ireland

Special limits (included within not in addition to the overall limit of indemnity stated above)

Cover	Limit of indemnity	Limit applies to
Outside working hours discretionary crisis mitigation costs	£2,000	each and every crisis and in the aggregate

Endorsements

9003.0	Crisis containment provider: Hill & Knowlton
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COMMERCIAL LEGAL PROTECTION (DAS)

Wording	16376 WD-PROF-UK-LEN(1)
Insurer:	Das Legal Expenses Insurance Company Ltd
Reference	TS5 6933455
Geographical Limits	For insured incidents 2 legal defence (excluding 2.5), and 3 b. bodily injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
Policy Limit	Not covered
Excess	Not applicable unless specified under special excesses below
Excess applies to	each claim or loss excluding defence costs

Special excesses

Cover	Excess	Excess basis
Contract disputes	£500	each and every claim where the amount in dispute exceeds £5,000

Endorsements

None

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

General Terms and Conditions

Clause 26	Removal of definition: virus
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General definitions, **virus** is deleted

Property Definitions

Clause 1	Additional definitions: cyber
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The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of **your policy**.

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

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

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

Cyber attack

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

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or **computer or digital technology**, including but not limited to any:

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

Hacker

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

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

Program(s)

A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

Public Liability clauses in full

Clause 38	Removal of cover: cyber claims
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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.

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.

What is not covered, 5. Computer virus is deleted.

The following is added to **What is not covered**:

Cyber incidents

We will not make any payment for any 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 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**.

Professional Indemnity clauses in full

Clause 45.1 Amendment of cover: cyber claims and losses

A. Additional definitions

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.

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.

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.

B. Changes to What is covered

What is covered, Your own losses, Losses from dishonesty, is deleted.

What is covered, Your own losses, Loss of documents, is amended to read as follows:

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your activities** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior

written agreement in restoring or replacing it.

C. Changes to What is not covered

What is not covered, 7. transmission of a computer virus is deleted.

D. Additional exclusions

We will not make any payment for any claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. **cyber attack;**
- b. **hacker;**
- c. **social engineering communication;**
- d. fear or threat of a. to c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

We will not make any payment for any claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any **computer or digital technology error**.

We will not make any payment for any claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.

We will not make any payment for any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**. However, this does not apply to any covered claim or part of a covered claim made against **you** by a client which arises directly from **your** performance of **your activities** for that client and which is not otherwise excluded by this **endorsement**. The most **we** will pay is the lesser of:

1. £250,000; or
2. the overall limit of indemnity shown on the schedule,

for the total of all such claims and losses, including their **defence costs**, regardless of the number of claims or losses. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

E. Changes to How much we will pay

How much we will pay, **Special limits**, Losses from dishonesty, is deleted.

F. Changes to Control of defence

Control of defence is amended to read as follows:

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.

The following are added to **Control of defence**:

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 will 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**, the **General condition** within the **General terms and conditions** which provides for the resolution of disputes arising out of or relating to this insurance by arbitration, 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 & 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**.

Management Liability clauses in full

705.4

Prior & Pending Litigation Date

Prior & Pending Litigation Date 01/04/2010

Clause 1 – D&O

Amendment of cover: cyber claims (DO)

The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

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

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

Cyber attack

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

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or **computer or digital technology**, including but not limited to any:

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any 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

- b. software or viruses; or
denial of service attack or distributed denial of service attack.

Data subject

Any natural person who is the subject of **personal data**.

Hacker

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

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

Personal data

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

Social engineering communication

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

The following is added to **What is covered**:

Additional cover

Loss of data resulting from a cyber incident

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

The following is added to **What is not covered**:

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

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. **social engineering communication**; or
- e. **claims** by any **data subjects** relating to **personal data** arising from a. to d. above.

This exclusion does not apply to any **claim**:

- i. covered under **What is covered**, **Additional cover**, Loss of data resulting from a cyber incident; or
- ii. brought by **you**, any shareholder or creditor of **yours** or any **insured person**, directly due to the **insured person's** management of or response to a. to d. above.

Where a **claim** is covered under i. and ii. above, **we** will treat the **claim** as covered under i. **We** will not cover **defence costs** in relation to such **claims**.

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

The most **we** will pay under **What is covered**, **Additional cover**, Loss of data resulting from a cyber incident, is the lesser of:

1. £250,000; or
2. the overall limit of indemnity shown on the schedule,

for the total of all such **claims** and **losses**, including **defence costs**, regardless of the number of **claims** or **losses**. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule

Clause 2 – D&O	Amendment of cover: breach of professional duty (DO)
<p>What is not covered, Breach of professional duty, is amended to read as follows:</p> <p>Breach of duty to customers</p> <p>We will not make any payment for any claim, loss or investigation where any claim is brought by your client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to:</p> <ul style="list-style-type: none"> a. legal representation costs or any insurable civil fines or penalties associated with an investigation resulting from the claim; b. any health and safety/manslaughter claim; or <p>a claim by any of your shareholders including any shareholder derivative proceedings in your name without your or any insured person's voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.</p>	

827.1	Directors' and officers' retroactive date endorsement
<p>We will not make any payment for any claim, loss or investigation based upon, attributable to or arising out of any wrongful act or employment practice wrongful act committed or attempted or alleged to have been committed or attempted before 01/04/2010</p>	

Clause 48	Amendment of cover: cyber claims (PLL)
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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.

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.

Unintentional error

Any error or omission by anyone that was not intentional or deliberate.

What is covered, 1. Claims against you, Losses including defence costs, cyber and data is deleted.

What is covered, 2. Investigations, Losses including legal representation costs, cyber and data is deleted.

The following is added to **What is not covered**:

We will not make any payment for any **claim, loss, investigation**, or any other liability under this section based upon, attributable to or arising out of any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**; or
- d. **social engineering communication**.

This exclusion does not apply to any **claim** brought by any shareholder or creditor of **you** either directly or derivatively, directly due to **your** management of or response to a. to d. above. However, **we** will not, in any event, make any payment for any **claims** by **data subjects** relating to **personal data** arising from a. to d. above.

We will not make any payment for any **claim, loss, investigation**, or any other liability under this section where any **claim** is brought by a **data subject** arising from the processing, acquisition, destruction, loss, alteration, disclosure, use of or access to **personal data** and which arises:

- a. from **your** breach of duty to that **data subject**; and
- b. in the performance of **your** business activities

Employers' Liability clauses in full

3121.0	EL Mandatory Information
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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 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. This information is required by **us** to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

Clause 1 - EL	Confirmation of cover: cyber claims
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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.

Property clauses in full

4448	Removal of cover: subsidence
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Notwithstanding any other provision in this section, **we** will not make any payment for **damage** caused by **subsidence**.

Clause 37 – Sports	Removal of cover: cyber claims and losses
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What is not covered 1. h. 'any computer virus.' is deleted.

What is not covered, 11. is amended to read as follows:

11. loss or **damage** due to **your** parting with title or possession of **sports equipment** or rights to **sports equipment** prior to receiving payment in full.

The following is added to **What is not covered**:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a **cyber attack** or fear or threat of a **cyber attack**;
- b. a **hacker** or fear or threat of a **hacker**; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin

6515.0	Removal of cover: pool plant equipment
<p>For the purpose of this endorsement, Special definitions for all property sections, Business premises is amended to read as follows:</p> <p>Business premises</p> <p>The space you occupy or use for the purposes of your activities at the premises shown in the schedule including any outbuildings you occupy or use on the same premises and any swimming pool not shown in the schedule which you use solely for the purposes of your activities.</p> <p>The following applies to the Sport recreation and leisure liability - property – business interruption section of the policy.</p> <p>We will not make payment for any interruption to your activities caused by the mechanical or electrical breakdown of any pool plant equipment.</p>	

Crisis Containment clauses in full	
9003.0	Crisis containment provider: Hill & Knowlton
<p>Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796</p> <p>Crisis containment provider: Hill & Knowlton</p> <p>This contact number will go through to us during working hours, and will go directly to Hill & Knowlton outside of these hours. If you first become aware of a crisis outside of working hours, you must notify us of the crisis as soon as possible within working hours by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.</p>	

Commercial Legal Protection (DAS) clauses in full
None

Business HR clauses in full
None

Clauses applicable to the whole policy	
603.1	Commercial assistance and legal advice helpline
<p>This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.</p> <p>This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:</p> <ul style="list-style-type: none"> • Employment • Prosecutions • Discrimination in the workplace • Health & safety • European law <p>Helpline number: +44 (0)845 2703298 Helpline hours: 24 hours a day, 7 days a week</p> <p>This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.</p>	

8547.0 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, cyber security, slips, trips and falls, mental health awareness and many more. The editable documents and templates allow you to identify and monitor risks in your own workplace.

This feature is provided as a complimentary part of your policy with Hiscox and can be accessed by registering at riskacademy.hiscox.co.uk/HOWDEN/

INFORMATION ABOUT US

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

Name	Hiscox Underwriting Limited
Registered address	22 Bishopsgate, London EC2N 4BQ United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

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

Name	Hiscox Insurance Company Limited
Registered address	22 Bishopsgate, London EC2N 4BQ 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

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.

Complaints procedure

If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to your broker in the first instance:

Telephone: +44 (0)20 7623 3806
Email: ComplianceHIBL@howdengroup.com
Address: Howden Insurance Brokers Limited
Compliance
One Creechurch Place
London
EC3A 5AF
Fax: +44 (0)20 7623 3807

Or by telephone on +44 (0) 121 698 8000
Or by email at sports@howdengroup.com

If you have any questions or concerns about the terms of your cover or the decisions regarding the settlement of a claim, please contact Hiscox Customer Relations team at:
Hiscox Customer Relations, 3rd Floor, Mallard House, Kings Pool, 3 Peasholme Green, York, YO1 7PX.

Or by telephone on +44 (0) 1904 681 198
Or by email at customer.relations@hiscox.com

Hiscox Customer Relations team will do all they can to put things right, but if you're still not satisfied, they will tell you how to take your case to the Financial Ombudsman Service in the United Kingdom.
For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

Claims contact information

If you need to make a claim you should contact your broker, Howden, immediately. You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss.

Name	Howden
Registered address	45 Church Street Birmingham B3 2RT
Telephone	+44 (0) 121 698 8040
Fax	+44 (0) 121 625 9000
Email	Birmingham-ClaimsTeamBham@hyperiongrp.com

Certificate of employers' liability insurance (a)

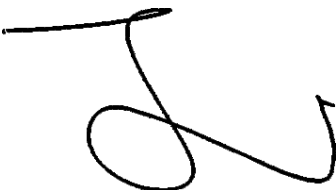
(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 and subsequently amended by regulation 2 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the **regulations**), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy. This requirement will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form).

Policy number	PSPT00085826/00
Name of policyholder	The Committee for the time being of Hackney Anaconda t/as Anaconda Swim School
1. Date of commencement of insurance policy	01/04/2026
2. Date of expiry of insurance policy	31/03/2027 Both days inclusive
Insurer	Hiscox Insurance Company Limited

We hereby certify that subject to paragraph 2:

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney (b); and
2. the minimum amount of cover provided by the policy is no less than £5 million (c).

Signed on behalf of Hiscox Underwriting Ltd as agent for the insurers



Bob Thaker
CEO, Hiscox UK

Notes:

- a. Where the employer is a company to which regulation 3(2) of the regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- b. Specify applicable law as provided for in regulation 4(6) of the Regulations.
- c. See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable,
- d. specify the amount of cover provided by the relevant policy.

The certificate above shows that you are insured

- (i) with an authorised insurer, and
- (ii) in terms required by the Act for your liability for bodily injury or disease sustained by your employees.

The certificate (or any copy) must not be displayed unless the policy has been renewed.

Hiscox Insurance Company Limited
Registered in England number 70234
Registered office 22 Bishopsgate, London EC2N 4BQ
Tel no. 020 7448 6000

Hiscox Underwriting Ltd of 22 Bishopsgate, London EC2N 4BQ is registered in England no. 02372789. Authorised and regulated by the Financial Conduct Authority.

Employers' Liability Tracing Office (ELTO)

Hiscox is a member of ELTO and must collect certain information about the entities insured for UK Employers' liability insurance under your policy.

Information we hold for your policy

Policy number: PSPT00085826/00

Insured: The Committee for the time being of Hackney Anaconda t/as Anaconda Swim School

We hold the following information for your policy. Please check it and notify us (or your insurance intermediary if you have one) if anything is incorrect.

Employer/registered company name	Main/registered address	Postcode	HMRC Employer Reference Number (ERN)	ERN not applicable reason
The Committee for the time being of Hackney Anaconda t/as Anaconda Swim School	200A Pentonville Road London United Kingdom	N1 9JP	N/A	Business does not have any employees (30)

Please refer to your policy schedule for details of our obligations, your rights and how your information may be used.

Mandatory information - what is required?

Below is a summary of the information we must collect from you to help you provide the correct information.

For the main policyholder and each additional employer or subsidiary company in the UK insured under the policy, the following is required:

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

Entities which do not have an HMRC ERN

If any entity insured does not have an ERN, a reason must be supplied to us from the following:

- All employees below PAYE threshold
- Business registered outside England, Scotland, Wales or NI
- The business does not have any employees

To Whom It May Concern

Liability Insurance

We act as insurance brokers to The Committee for the time being of Hackney Anaconda t/as Anaconda Swim School and hereby are pleased to confirm that we have arranged insurance cover on behalf of our client, details of which are as follows:

Insured: The Committee for the time being of Hackney Anaconda t/as Anaconda Swim School

Activities/Business: Sports club undertaking setting club rules, ensuring adherence to club rules, disciplining members who fail to adhere to club rules, arranging suitable times and locations for club activities, promotion of club activities, arranging club events for members and fund raising purposes and the provision of instruction, coaching, training, tuition, supervision, advice and assessment and participation in respect of Swimming including the provision of the venue, facilities and or equipment.

Policy Number: PSPT00085826/00

Policy Period: From 01/04/2026 to 31/03/2027

Liability

Cover Provided By: Hiscox Insurance Company Limited

Cover	Limit of Indemnity	Retroactive Date
Public and Products Liability	£10,000,000 Each and every claim of loss for Public and Products Liability excluding defence costs and criminal proceedings costs	01/04/2010
Abuse	£2,500,000 Any one period of cover, including all costs for Abuse	01/04/2010
Professional Indemnity	£5,000,000 Each and every claim or loss, excluding defence costs for Professional Indemnity	01/04/2010
Management & Trustee Liability	£1,000,000 Any one period of cover, including costs for Management Liability	01/04/2010

Employers' Liability

Insurer: Hiscox Insurance Company Limited

Limit of Liability: £10,000,000 Any one period of cover, including costs for Management Liability

The total amount payable under this section shall not exceed £5,000,000 for each and every claim or loss including defence costs, arising directly or indirectly out of Terrorism.

Subject to the policy terms, conditions and exclusions.

Disclaimer

The document upon which this information has been based has been prepared to meet the specific requirements of our client and is supplied to you at their request. It has not been prepared for, and may not meet your own requirements. You should therefore take such steps as you consider necessary to satisfy yourselves that your own requirements have been met, and should not rely on this information as doing so. Should the above be cancelled, assigned or changed during the stated policy period no obligation to inform any third party is accepted by the undersigned or Howden.

Your Hiscox Insurance policy summaries

This document contains a summary for each of the covers available in this insurance and outlines the key information about each cover so you can be confident that you have understood what you have bought and what you are covered for. However, you should carefully read your policy and your schedule in full and ensure that you understand which of the covers you have selected and the policy terms and conditions that apply. If you have any questions about your policy or the covers you have selected, you should contact Hiscox or your insurance advisor.

Underwritten by: Hiscox Underwriting Ltd on behalf of the insurers named in the policy schedule.

Your obligations

Remember, your premium and insurance are based on the details you have provided to us. Please make sure this information accurately reflects your circumstances and that you inform us immediately if anything needs to change. Please also tell us of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of the policy too.

You need to consider:

- if you fail to fairly present the risk to us, including by failing to disclose any information material to the insurance, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- we will only cover you for the activities you have told us about and we have agreed to cover. If you have not told us about any of your activities, it is unlikely you will be covered for any corresponding claim or loss;
- we will not make any payment in respect of anything you knew, or ought to have known, before the start of the period of insurance which would be likely to result in a claim;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- if you fail to let us know of any changes to your circumstances during the period of insurance or, if when telling us about such changes you fail to present the risk to us fairly, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- please be aware of all terms and conditions of your policy because failure to comply with them could invalidate it or result in us not paying a claim or reducing the amount we pay;
- if you make a fraudulent claim or try to deceive us, we may terminate the policy.

Policy length

The period of insurance is shown on your policy schedule. Cover under the policy will come to an end at the end of the period of insurance unless the policy is renewed or cancelled.

You will be provided with a statement of fact each year and provided that the information contained within the statement of fact is true, complete and accurate, you do not need to provide us with any further information. If any of the information in your statement of fact is not true, complete and accurate, you must let us know. If you do not let us know, it may affect the validity of the policy or our ability to pay a claim.

Retroactive dates, geographical and jurisdiction limits

Where any section of your policy schedule includes a retroactive date, we will not make any payment for any claim or loss under that section which arises from any activity performed or any act, incident or occurrence taking place, before the retroactive date.

Where any section of your policy schedule shows the geographical limits which apply to that section of the policy, we will only pay for claims and losses under that section which arise from activities performed or acts, incidents or occurrences taking place within those geographical limits.

Where any section provides cover in respect of your liability to third parties, we will only cover claims first made in a country within the scope of the applicable courts stated in that section of your policy schedule.

Cancellation rights

You can cancel this policy by giving us 30 days' notice. You will only be charged for the premiums due up to the date of cancellation. If we need to cancel the policy, we'll give you 30 days' notice in writing and refund any surplus premiums you might have paid. Please note – we will not refund any premium under £20. There is an exception to our 30-day notice period, which is triggered when we have agreed you can pay us by instalments and we don't receive your instalment within 14 days of the due date. At this point, we may cancel the policy in which case we will confirm this and the amended period of insurance to you in writing.

Significant features

The policy is specifically designed for sports and recreation clubs/associations allowing you to combine any of the following tailored covers to fulfil your needs. The product provides cover for your legal liability in the following circumstances, where cover is shown on your policy schedule:

Public and products liability cover which includes the following cover as standard:

- the sums you have to pay as compensation to any third party for accidental injury to them or damage to their property, occurring during the period of insurance and as a result of your activities (including a claim made by one of your members against another member);
- claims against your directors, officers or trustees while acting in a personal capacity outside of the United Kingdom;
- claims against you for legal liability arising from your breach of the 1998 Data Protection Act;
- the sums you have to pay as compensation for defamation.

Policy wording reference: 11420 WD-HSP-UK-PSS-GL(10)

Professional indemnity which includes the following cover as standard:

- claims made against your directors, officers and trustees or members or coaches acting on your behalf for negligence, breach of duty or care, breach of confidence or misuse of any information;
- compensation you have to pay as a result of membership disputes;
- claims made against you for an infringement of intellectual property rights.

Policy wording reference: 11421 WD-HSP-UK-PSS-SP(5)

Management liability – trustee, directors and officers' liability cover which includes the following cover as standard:

- claims made against your directors, officers and trustees for wrongful acts, errors or omissions including breach of duty, breach of trust, negligence and defamation;
- claims made against your directors, officers and trustees for wrongful dismissal of employees.

Policy wording reference: 11417 WD-HSP-UK-PSS-DOT(11)

The following covers are also available as part of the sports and recreation insurance package and if these are included in your policy they will be shown on your policy schedule:

Abuse cover which includes the following as standard:

- claims made against your directors, officers and trustees for legal liability following your failure to safeguard against mental or physical abuse, assault, battery, harassment, any act of a sexual nature or any act undertaken with a sexual motive.

Professional indemnity, management liability and abuse covers are written on a claims-made basis. This means that the policy is designed to cover claims arising from incidents as a result of your activities which are first notified to you during the period of the insurance shown in your schedule.

Employers' liability cover which includes the following as standard:

- claims against you for your legal liability for bodily injury to your employees.

Employers' liability cover is written on a claims-occurred basis. This means that the policy is designed to cover claims arising from incidents as a result of your activities that occur during the period shown in your schedule.

Policy wording reference: 11412 WD-HSP-UK-PSS-EL(8)

Crisis containment:

- crisis containment (public relations) costs of up to £25,000, to limit or mitigate the impact to the business or any insured persons of adverse or negative publicity following an incident that may give rise to a claim under this policy.

Policy wording reference: 9809 WD-PIP-UK-CRI(2)

Significant exclusions and limitations

- You have an obligation to take reasonable steps to prevent accident or injury.
- Any deliberate, reckless or dishonest acts you commit, condone or ignore.
- Any onerous contractual terms which go beyond the duty of care you owe at common law are excluded.
- Any accident or injury caused following an intention to cause accident or injury will be excluded. This includes the perpetrator of any mental or physical abuse.
- Any claims or circumstances which you know about or ought reasonably to have known about prior to the inception of the policy are excluded unless notified previously.
- Any special conditions, limitations or terms that may apply will be clearly shown in your individual quotation and schedule.

Crisis containment cover excludes payment for claims arising from:

- any employment practices breach;
- any industry or profession-wide matter.

In the event of a claim

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions within the General terms and conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is particularly important that you notify us of the incident or event giving rise to the claim in accordance with the notification provisions set out in the relevant section of the policy. If someone brings or threatens to bring a claim against you, you must not make any admission of liability or make any offer of settlement or appoint solicitors or other legal representation without our prior written agreement.

If you do not comply with these obligations, we may be entitled to refuse to cover you entirely, or reduce the amount we pay, for that particular claim. As with any insurance, you have an obligation to take reasonable steps to mitigate any loss or liability.

In the event of a claim, you must bear the amount of the corresponding excess stated on the policy schedule, if applicable.

Claims service

If you suffer an incident which may lead to a claim, regardless of whether you think you may be legally liable, you should contact your insurance broker Howden Insurance Brokers Limited in the first instance. You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim:

Telephone: +44 (0) 0121 698 8040
Email: Birmingham-ClaimsTeamBham@hyperiongrp.com
Address 45 Church Street
Birmingham
B3 2RT

other than for crisis containment claims (see below).

If this is not possible our claims team can be contacted during business hours on 01206 773 899

You will need to provide your Hiscox policy number and full details of the claim, including the date, amount and circumstances of loss.

Hiscox prides itself on its fast, efficient, fair and sensible claims service. It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK.

For crisis containment claims, please contact the provider as described in your policy schedule.

Any questions? Any complaints?

If you have any concerns about the sale of your policy, the service offered by your broker or any general questions about your policy, please speak to Howden Insurance Brokers Limited in the first instance using contact telephone number 0121 698 8050

If you have any concerns about the terms of your policy or the decisions regarding the settlement of a claim, please contact our customer relations team at:

Address: Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom

Telephone: +44 (0)1904 681198

Email: customer.relations@hiscox.com.

If we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS).

If you remain dissatisfied with the way your complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. This does not affect your legal rights.

Address: Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom



Sports and recreation – clubs and associations

Policy summary

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Key benefits: what risks are you protected against?

Professional and legal liability insurance covers you and any subsidiary of yours domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man for investigations and claims made during the period of insurance as a result of any actual or alleged act, error or omission committed or attempted by you or your subsidiary. We will pay for awards up to the limit of indemnity shown in the policy schedule, including the legal defence costs incurred with our agreement to defend covered claims and investigations.

We will pay for claims and investigations arising from a wrongful act, including:

- breach of duty, breach of trust, negligence, defamation, breach of warranty of authority;
- bodily injury or damage to property, where such claims and investigations arise out of the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974 or similar legislation;
- the operation or administration of employee benefit schemes or trust funds;
- pollution;
- the misuse of data, including a breach of any data protection legislation;
- claims arising from identity crime;
- your failure to comply with any taxation guidelines.

We will also pay:

- emergency defence costs incurred in relation to a covered claim;
- the costs to reduce the likelihood or consequence of an investigation, including those undertaken by the Charity Commission;
- the costs incurred to make a compulsory notification to an official body;
- public relations expenses in relation to a covered claim or investigation;
- your direct financial loss discovered during the period of insurance arising from the dishonesty of any employee of yours, other than your directors, partners or officers.

In certain circumstances, you can make a request for an extended notification period of up to three years for an additional premium. If we agree to provide an extended notification period, this would cover relevant persons for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

Significant or unusual exclusions and limitations

We will not make any payment on behalf of any insured person if that individual had knowledge of a material misstatement in or omission from the information provided to us upon which we agreed to provide this insurance.

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act against or suffered by you where the act was committed or condoned by you or any relevant person. This will only apply after a judgment or other final adjudication or an admission that such act did occur;
- arising out of any statement which you or the individual concerned knew or ought to have known was defamatory at the time of publication;
- arising from any requirement to clean up any pollution;
- following any acquisition, merger or take-over of you;
- arising out of any wrongful termination of employment, breach of employment contract or mistreatment of any current or former employee;
- arising out of the manufacture, sale, supply, installation or maintenance of any product;
- arising out of the provision or failure to provide any medical services required in the treatment or case of any person;
- arising out of infringement of any patent, trademark, copyright, registered design or intellectual property rights;
- brought by any injured party for bodily injury or property damage. This does not apply to health and safety/corporate manslaughter claims.

Please read the policy for details of terms in full.

What is a policy summary?

This document provides key information about the insurance policy for sports property, underwritten by Hiscox. If you have any additional questions, please contact your insurance broker, Howden Insurance Brokers Limited.

Policy name: Sports property insurance.

Type of insurance: Commercial property and business interruption.

Underwritten by: Hiscox Underwriting Ltd for and on behalf of Hiscox Insurance Company Limited.

Significant features and benefits

The sports property insurance offers some of the broadest levels of cover available, giving our customers true peace of mind. All communications, including the policy wordings, are written in plain English with no jargon to ensure that you know exactly what is and, as importantly, what is not covered. You can combine the following elements to create a tailored package suitable for you.

Buildings cover which includes the following as standard:

- damage to your buildings, including any outbuildings, club houses, pavilions, greens, courts, pitches, playing surfaces, stands, scoreboards and fixed floodlighting that you choose to insure;
- the necessary and reasonable expenses you incur with our consent to trace and access any damage to cables, underground pipes and drains, or the source of a gas leak or any escape of water from permanent internal plumbing;
- the costs of any fire brigade charges for which you are liable following damage to the buildings;
- the necessary and reasonable costs you incur to protect the buildings from imminent damage.

Contents at premises which includes the following as standard:

- accidental loss or damage to the contents of your business premises;
- accidental loss or damage to contents (except for stock) while temporarily removed from your business premises, including while in transit;
- loss of business money while in the business premises or in transit within the UK or whilst in the home of any officer, committee member, trustee, partner, director or employee of yours within the geographical limits;
- the reasonable and necessary expenses you incur in contacting the police, financial institutions and credit agencies following identity fraud;
- the reasonable cost of reconstituting of your business documents or data which have been lost, destroyed or damaged;
- the cost of metered water and fuel which has been accidentally released or rendered unusable following damage to any storage tank, equipment or piping at the business premises;
- the costs of replacing locks or keys to maintain the security of your business premises following their theft.

Sports equipment and portable property which includes the following as standard:

- accidental loss or damage to the sports equipment at your premises or in the home of any trustee, director, employee or current member and while the sports equipment is in use at a sports location, including while in transit to or from a sports location;
- a wide definition of sports equipment, also including any non-standard items such as floodlights and generators;
- continuing hire charges for up to 13 weeks;
- the cost of removing any debris of sports equipment from your premises or sports location, should it be damaged at your business premises or at a sports location.

Business interruption which includes the following as standard:

- your financial losses resulting solely and directly from an interruption to your activities caused by damage to property under the buildings, contents or sports equipment and portable property covers;
- where damage in the vicinity means you are unable to access the business premises;
- accidental loss or damage at the premises of one of your suppliers;
- failure in the supply of water, gas, electricity or telecommunications for more than 24 hours as a result of damage;
- being unable to use the business premises due to restrictions imposed by a public authority.

Significant or unusual limitations and exclusions

You have an obligation to take reasonable steps to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair and you must also take reasonable steps to maintain back-up copies of data files or programmes.

You will normally have to pay an initial amount for each claim made against you under the policy. These excesses may vary and your individual quotation and policy schedule will show the specific excesses applicable to you. Any special conditions, limitations or terms that may apply to an individual risk will also be clearly shown in your quotation and policy schedule.

Buildings will not pay for:

- damage caused by wear and tear or any gradually operating cause;
- storm or flood to gates or fences;
- damage caused by subsidence to greens, courts, pitches or playing surfaces on a new for old basis. A deduction for wear and tear is made where such playing surfaces are more than a year old;
- any damage to the building while unoccupied, unless you notify us immediately of the unoccupancy;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease.

Contents will not pay for:

- damage caused by wear and tear or any gradually operating cause;
- theft from an unattended vehicle between the hours of 9am and 6pm unless the item is out of sight in a locked compartment;
- theft from an unattended vehicle between the hours of 6pm and 9am unless the vehicle is within a securely locked garage or secured compound;
- theft or attempted theft at the business premises unless it involves violent or forcible entry into or exit from a securely locked building;
- damage to stock caused by storm or flood unless the stock is kept within the business premises in secure racking at least 15cm above the floor;
- loss by fraud or dishonesty of any partner, director or employee of yours, unless the loss is notified to us within ten working days of its discovery by you;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease.

Sports equipment and portable property will not pay for:

- theft from your business premises is excluded unless it involves entry or exit by forcible or violent means;
- damage to sports equipment being cleaned, treated, tested, commissioned, serviced, maintained, renovated, restored, repaired, inspected or worked on;
- losses by fraud or dishonesty;
- deliberate damage to or neglect of your sports equipment;
- damage to sports equipment where misuse, inherent defect, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials has occurred;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease.

Business interruption will not pay for:

- the first seven days of any interruption to your activities if the interruption is due to the loss of use of a purpose built sports facility used for the purposes of your activities;
- any interruption to your business caused by any communicable disease or fear or threat of communicable disease except where the interruption is caused by one of the specified diseases at your premises which means that you are unable to use your premises.

Your side of the bargain

Remember, your premium and insurance cover will be based specifically on the details you provide to us. So, the information you give us will form a record of your unique combination of demands, needs and circumstances.

Please make sure the information you send us is complete and accurate, and inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy.

You need to bear in mind:

- if you fail to disclose any information material to the insurance you could invalidate the policy, claims may not be paid or alternative terms could be applied to the policy;

- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- please be aware of all terms and conditions of your policy as failure to comply with them could invalidate it;
- in the event of a claim, you should take note of the required procedures, such as prompt notice to us of the claims, as stated in the policy documentation;
- as with any insurance, you have an obligation to take reasonable steps to mitigate any loss.

Policy length

Insurance contracts normally run for a period of 12 months and your contract period will be clearly shown in your schedule of insurance. You must tell us of any changes to your activities as described in your insurance policy and we will then have the option of amending the terms of the policy or issuing you with notice of our intention to cancel it.

Cancellation rights

You may cancel the insurance by giving us 30 days' notice in writing of your intention to do so. We may cancel the insurance by giving you 30 days' notice in writing of our intention to do so.

In both cases, we will return to you the amount of premium which relates to the unexpired period, provided that no claims have been notified under the insurance. If a claim or claims have been notified, then we will only return any premium if we (and not you) are cancelling the policy. However, we will not refund any premium under ten pounds.

Claims service

If you need to make a claim you should contact your broker Howden Insurance Brokers Limited immediately. If this is not possible, then our claims team can be contacted during business hours on 01206 773 899 (please select option one or two as appropriate). You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss.

If you require emergency assistance in relation to substantial damage to your property then you can call our 24-hour emergency assistance team on the number above. Your policy schedule will reflect if property cover is included in your policy.

Our out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of significant loss or damage.

It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK. Hiscox prides itself on its fast, efficient, fair and sensible claims service, offering access to expert legal teams.

Any questions or complaints?

If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to your insurance broker The Insurance Octopus in the first instance. If you have any questions or concerns about the terms of your policy or the decisions regarding the settlement of a claim, please contact our customer relations team at:

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

or by telephone on +44 (0)1206 773 705

or by email at customer.relations@hiscox.com.

Our customer relations team will do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

If for any reason we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). For further information visit www.fscs.org.uk.

Key benefits: what risks are you protected against?

Legal protection insurance covers you for legal costs, including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal. The limit of indemnity shown in the policy schedule is for all claims resulting from one or more event arising at the same time or from the same originating cause.

The policy covers:

- employment disputes: defending your legal rights in respect of any dispute with an employee or ex-employee relating to their contract of employment or to recover possession of your premises from them;
- compensation awards: basic and compensatory awards arising from an alleged breach of an employee's or ex-employee's statutory rights under employment legislation;
- legal defence: defending your legal rights in respect of any non-motor criminal prosecutions and some specific civil actions, such as breach of the Data Protection Act 1998 and unlawful discrimination;
- property protection: pursuing your legal rights in a civil action following an event causing physical damage to material property which you own or are responsible for, or any unlawful nuisance or trespass;
- bodily injury: at your request, pursuing your employees' and their family members' legal rights following their death or bodily injury;
- tax protection: negotiating on your behalf and representing you in any appeal proceedings arising out of an Income Tax or Corporation Tax compliance check by or a dispute with HM Revenue or Customs;
- contract disputes: negotiating for your legal rights in a contractual dispute over any agreement entered into by you for the purchase or provision of goods or services, where the disputed amount exceeds £250;
- tenancy disputes: negotiating for your legal rights in any legal proceedings for civil action relating to a tenancy dispute between you and your landlord arising from premises leased or rented to you;
- statutory licence protection: appealing to the relevant statutory or regulatory authority, court or tribunal following their suspension, alteration, cancellation or refusal to renew your licence or statutory registration;
- debt recovery: negotiating for your legal rights to recover money and interest due from the sale or provision of goods or services, where the debt exceeds £250.

Significant or unusual exclusions and limitations:

The policy will not cover:

- any civil claim unless it is more likely than not that the insured person will recover damages or make a successful defence;
- any claim reported to DAS more than 180 days after the date that the relevant insured person should have known about the insured incident;
- any costs or expenses incurred before DAS have agreed to accept the claim;
- any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements;
- any claim relating to rights under a franchise or agency agreement entered into by you;
- judicial review, coroner's inquest or fatal accident enquiry;
- any claim where the insured person is not represented by a law firm, barrister or tax expert;
- any claim relating to written or verbal remarks that damage the insured person's reputation;
- employment disputes in respect of damages for personal injury or loss of or damage to property;
- employment disputes relating to the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations;
- compensation awards relating to trade union activities, pregnancy or parental rights, or statutory rights in relation to trustees of occupational pension schemes;
- any claim which leads to an insured person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle;
- any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- any claim relating to import or excise duties or any tax avoidance scheme;
- any contract dispute or debt recovery relating to the amount of an insurance claim or any loan, mortgage, pension or other financial product;
- any contract dispute arising from a breach or alleged breach of professional duty by an insured person.

The policy will also not cover claims unless you tell DAS if you receive an offer of settlement in respect of a claim or if you make an offer without their written consent. DAS may reduce any payment by an amount equal to the detriment it has suffered if you do not take reasonable steps to keep any amount DAS have to pay as low as possible.

Please read the policy for details of terms in full.

Claims Advice

In the unfortunate event that you need to make a claim on your Insurance policy, please contact the Howden Sport and Entertainment claims team in the first instance, who will advise you of the necessary course of action. You will need to provide your full name and contact details, the name of your organisation, your policy reference and the circumstances of the claim.

Email: Birmingham-ClaimsTeamBham@hyperiongrp.com
Telephone: 0121 698 8040
Address 45 Church Street,
Birmingham
B3 2RT

Incident Notification Guidelines for Liability claims or potential Liability claims

It is important that ALL incidents that could give rise to a claim are reported to us as soon as possible after the event. In the event of a formal claim being submitted / intimated, this will enable Insurers to conduct all necessary investigations at an early stage. This will also ensure that you are complying fully with terms and conditions of the policy in force.

In order to achieve this we ask that you notify Howden immediately of any incidents that involve:

- A fatality
- Any injury sustained
- Any allegations of libel / slander
- Any allegations of Professional Negligence i.e. arising out of coaching, tuition or advice given
- Any safeguarding matter
- Any circumstance involving damage to third party property.

An injury is defined as:

- Any head injury
- Any fracture other than fingers, thumbs or toes
- Any amputation
- Any dislocation
- Loss of sight (whether temporary or permanent)
- Any injury resulting from electrical shock or burn
- Any other injury leading to hypothermia, heat induced illness or unconsciousness
- Loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent.

Please note, the above list is not exhaustive. If you are uncertain as to whether an incident should be reported please call the Howden Claims team on 0121 698 8040 or email to Birmingham-ClaimsTeamBham@hyperiongrp.com.

Please note, this is a Liability Policy and in the event of a formal claim being submitted it is for Insurers to decide if negligence attaches to you.

Therefore, **please do not admit liability or agree to pay any damages**. Any admission of liability or offer of payment prior to referral to Insurers could prejudice Insurers position and may result in the withdrawal of indemnity.

Retention of Information

It is recommended that information in relation to incidents as per the above guidelines are kept for the following periods:

- ADULTS (over 18) – 6 years
- CHILDREN (under 18) – 25 years

Reporting of incidents to the Health and Safety Executive

To check your obligations under the RIDDOR regulations please refer www.hse.gov.uk/riddor.

Potential Abuse Claims

Howden Sport and Entertainment have produced specific guidance regarding the notification of circumstances of abuse and poor practice, to help you comply with insurer's terms and conditions.

Full details of this guidance can be found by [**clicking here**](#)

If you have any queries about this or notification of circumstances and claims in general, please speak to your usual contact.



HOWDEN

Howden Insurance Brokers Limited. [howdenbroking.com](https://www.howdenbroking.com)

One Creechurch Place, London EC3A 5AF

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