

Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions.

Policy

The document described in the Introduction

Section/Sections

The parts of this [Policy](#) that detail the insurance cover provided for each individual Section of this [Policy](#)

Schedule

The part of this [Policy](#) that details proposal and other information forming the basis of this contract and that shows the [Sections](#) of this [Policy](#) that are insured.

The Insurer

Allianz Insurance plc

The Insured

The Insured named and shown in the [Schedule](#)

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the [Schedule](#)

Business

The Business Description stated in the [Schedule](#)

Premises

The Premises stated in the [Schedule](#)

Excess

(not applicable to the Employers' Liability Section)

The first part of each and every claim, for which [the Insured](#) is responsible

Act of Terrorism

An act including but not limited to the use of force or violence and/or threat thereof any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of

Insuring Clause

The proposal or any information supplied by or on behalf of [the Insured](#) forms the basis of this contract between [the Insured](#) and [the Insurer](#).

In consideration of payment of the premium [the Insurer](#) will indemnify or otherwise compensate [the Insured](#) against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this [Policy](#) or any [Section](#) of this [Policy](#)) occurring or arising in connection with the [Business](#) during the [Period of Insurance](#) or any subsequent period for which [the Insurer](#) agrees to accept a renewal premium.

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style and is underlined with a single horizontal line.

Andrew
Torrance

General Exclusions

This Policy does not cover

1. Radioactive Contamination

(Not applicable to the Directors and Officers Section)

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of

the liability of any principal

liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

2. War

(Not applicable to the Employers Liability or Group Personal Accident Sections)

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Terrorism

(Not applicable to the Employers' Liability, Public and Products Liability and Group Personal Accident Sections)

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. Above an Act of Terrorism (Terrorism) means:

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

- b. in respect of territories other than those stated in a. above loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any way related to such Act of Terrorism

In respect of b. above an Act of Terrorism (Terrorism) means:

An act, including but not limited to the use of force or violence and/or the threat thereof, any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

In any action suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. E-Risks

(Not applicable to the Employers' Liability, Public and Products Liability or Group Personal Accident Sections)

- a. loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
 - programming or operator error whether by [the Insured](#) or any other person
 - Virus or Similar Mechanism (as defined below)
 - Hacking (as defined below)
 - malicious persons
 - failure of external networks unless, in respect of i., ii., and iii., above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other [Policy](#) exclusion
- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion unless, in respect of a. i., ii., or iii., above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other [Policy](#) exclusion
- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a of this Exclusion unless, in respect of loss or damage to other property arising from a i., ii. or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other [Policy](#) exclusion
- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
 - i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
 - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above

- iii any misinterpretation, use or misuse of information on computer systems or other records, programs or software unless, in respect of d ii and iii above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other [Policy](#) exclusion

- e. any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion unless, in respect of c., d.ii. and iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other [Policy](#) exclusion.

For the purpose of this Exclusion:

[Computer Equipment](#)

means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software.

[Virus or Similar Mechanism](#)

means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to 'Trojan Horses' 'Worms' or 'Logic Bombs'.

[Hacking](#)

means unauthorised access to any computer or computer equipment, component, system or item, whether the property of [the Insured](#) or not, which processes, stores or retrieves data.

5. Professional Sportspersons

Professional Sportspersons other than coaching, teaching or in an official capacity

6. Weapons

(not applicable to the Employers Liability Section)

Loss, injury, accident or any legal liability arising directly or indirectly out of or in connection with the use of weapons, unless specified in the [Schedule](#).

General Conditions

1. Policy Voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

2. Reasonable Precautions

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3. Claims

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this Policy or any

Section of it, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding,

notify the Insurer as soon as reasonably possible

pass immediately, and unacknowledged, any letter of claim to the Insurer

notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connection with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this Policy

- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as the Insurer may reasonably require
- g. furnish with all reasonable despatch at the Insured's expense such further particulars and information as the Insurer may reasonably require
- h. make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim

- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer.
- j. allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with the Insurer for that purpose.

No claim under this Policy shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to the Insurer.

4. Cancellation

The Insurer may cancel this Policy by giving the Insured

thirty (30) days' notice at their last known address.

Provided the premium has been paid in full and no claim has been made during the Period of Insurance, the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance. For cancellation following default in payment of the premium or any agreed instalment the period of notice may be reduced to seven (7) days.

5. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or anyone acting on behalf of the Insured to obtain any benefit under this

Policy, or if any injury, loss, destruction or damage is caused by the wilful act or the connivance of the Insured, all benefit under this Policy shall be forfeited.

6. Discharge of Liability

(Not applicable to the Employers' Liability Section)

The Insurer may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one

Period of Insurance whichever is the less, together with the amount of any costs and expenses to the date of such payment.

7. Law Applicable

Unless agreed otherwise by [the Insurer](#)

the language of the [Policy](#) and all communications to it will be English; and

all aspects of the [Policy](#) including negotiation and performance are subject to English law and the decisions of English courts.

8. Rights of Parties

A person or company who was not a party to this [Policy](#)

has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this [Policy](#) but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

9. Declaration

The premiums in respect of the Public and Products Liability and the Group Personal Accident [Sections](#) of this [Policy](#) are adjustable. Annual premiums are provisional and will be adjusted annually. Adjusted premiums will be subject to a minimum premium for each [Section](#) and return premiums on adjustment will not exceed 20% of the premium being adjusted.

Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way. We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

Notifying a Claim

Claims under this Policy should be notified to the Insurer in accordance with General Condition 3 at the following Allianz Claims Handling Office.

Please provide your policy number and as much information as possible about the claim:

Claims Division

Allianz Insurance
500 Avebury Boulevard
Milton Keynes
MK9 2XX

Telephone: 0844 871 0789

Lines are open from 9am to 5pm Monday to Friday.

to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest you.

If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

24 Hour Claim Notification

If you have to notify us of a claim outside of our normal operating hours please contact us on our 24 hour claim notification telephone number 0845 604 9824.

Accident Section Claims

In the event of a Medical Emergency whilst overseas, the number is +44(0) 208 763 4810

Public and Products Liability Section

Definitions

1. Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person

2. Employee

Any person under a contract of service or apprenticeship with **the Insured**

any of the following persons whilst working for **the Insured** in connection with the **Business**

- any labour master or labour only subcontractor or person supplied by him
- any self-employed person providing labour only
- any trainee or person undergoing work experience
- any voluntary helper
- any person who is borrowed by or hired to **the Insured**

3. Business

The **Business** specified in the **Schedule** conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including

- A. the ownership, maintenance and repair of **Premises** used in connection therewith
- B. the provision and management of canteen, social, sports or welfare organisations for the benefit of **Employees** and the ambulance, first aid, fire, medical and security services of **the Insured**
- C. the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**

4. Territorial Limits

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

any other member country of the European Union

elsewhere in the world in respect of injury, loss or damage caused by or arising from

- activities of any partner, director, **Employee** or member of **the Insured** normally resident within the territories specified in Definition 4.A. above and occurring during any journey or temporary visit

Products

5. Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **the Insured** in connection with the

Business and not in the charge or control of **the Insured**

6. Pollution or Contamination

All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination.

All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

7. Offshore Installations

Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation

any installation in the sea or tidal waters which is intended for the storage or recovery of gas

any pipe or system of pipes in the sea or tidal waters

any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 7.A., 7.B. or 7.C. above

8. Abuse

Any illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological emotional or financial nature.

Cover

A. The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental

Injury to any person

loss of or damage to material property

nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

in connection with the defence of any claim

for representation of the Insured

at any coroners inquest or fatal accident inquiry in respect of death

at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury, loss or damage which may be the subject of indemnity under this Section.

Limit of Indemnity

A. The Insurer's liability for all compensation payable in respect of

any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

all Injury, loss and damage occurring during any one Period of Insurance and caused by and arising from Products

all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance

shall not exceed the Limit of Indemnity stated in the Schedule.

B. In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of

Indemnity shall not exceed £1,000,000 (and not as otherwise shown in the Schedule) and shall be inclusive of the amount of all claimants costs and expenses

incurred by the Insurer or with the written consent of the Insurer in connection with the defence of such claims.

C. In respect of an Act of Terrorism the Limit of Indemnity shall not exceed the Limit of Indemnity shown in the Schedule or £5,000,000 (whichever is the lesser).

If the Insurer alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the Insured.

Extensions of Cover

A. Indemnity to Other Parties

If the Insured so request the Insurer will indemnify the following parties

any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity

any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

as though each party were individually named as the Insured in this Section

c. any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii. the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the Schedule.

B. Joint Insured Cross Liabilities

If more than one party is named as the Insured this Section shall apply as though each were insured separately provided that the Insurer's liability to all

parties indemnified shall not exceed in total the **Limit of Indemnity** shown in the **Schedule**.

C. Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** of **the Insured** or family member of such partner, director or

Employee normally resident within the territories specified in Definition 4.A. in the course of any journey or temporary visit to any other country made in connection with the **Business**.

D. Motor Contingent Liability

The **Insurer** will indemnify **the Insured** in the terms of this **Section** against liability arising out of the use in connection with the business of any vehicle not owned, provided or being driven by **the Insured** but this **Section**

does not cover liability

in respect of loss of or damage to such vehicle

arising out of any such use in any country outside the European Union

incurred by any party other than **the Insured**

incurred by any party identified in paragraph B. (Indemnity to Other Parties) other than an **Employee**

For the purpose of this cover Exclusion 1. (**Injury to Employees**) does not apply.

E. Health and Safety at Work - Legal Defence Costs

The **Insurer** will indemnify **the Insured** and if **the Insured**

so request any partner, director or **Employee** of **the Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with **the Insurers** written consent
- b. costs and expenses of the prosecution awarded against any such party
- c. in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

the proceedings relate to the health, safety or welfare of any person other than an **Employee**

the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

finances or penalties of any kind proceedings or appeals in respect of any deliberate act or omission costs or expenses insured by any other insurance

F. Data Protection Act

The Insurer will indemnify **the Insured** and at **the Insured's** request any partner, director or **Employee** of

the Insured against the sums which **the Insured** or any director, partner or **Employee** of **the Insured** become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for damage or distress caused in connection with the **Business**

during the **Period of Insurance** provided that **the Insured** is

a registered user in accordance with the terms of the Act

not in business as a computer bureau.

The total amount payable including all costs and expenses under this paragraph, in respect of all claims occurring during any one **Period of Insurance**, is limited to £250,000.

The Insurer will not pay for

- a. any damage or distress caused by any deliberate act or omission by **the Insured** the result of which could reasonably have been expected by **the Insured** having regard to the nature and circumstances of such act or omission.
- b. any damage or distress caused by any act of fraud or dishonesty
- c. the costs and expenses of rectifying, rewriting or erasing data
- d. liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- e. the payment of fines or penalties.

G. Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured

under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured

Provided that this Extension does not cover

the cost of rectifying any damage or defect in the premises or land disposed of

liability for which the Insured is entitled to indemnity under any other insurance.

H. Consumer Protection and Food Safety Acts – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured

so request any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of

the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

a. Part 2 of the Consumer Protection Act 1987

or

b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

finest or penalties of any kind

proceedings or appeals in respect of any deliberate act or omission

costs or expenses insured by any other policy.

I. Court Attendance Compensation

If during the Period of Insurance any partner, director or

Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this

Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

any director or partner £500

any Employee £250

J. Contractual Liability

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement, the indemnity provided by this

Section shall only apply if the sole conduct and control of any claim is vested in the Insurer

Provided that the Insurer shall not in any event provide indemnity

under Exclusion 9. a. except as stated therein

in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

K. Manslaughter Defence Costs

The Insurer will indemnify the Insured in respect of

legal costs and expenses incurred with the prior written consent of the Insurer and

costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance

all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule

iii. where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this extension

- iv. **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

The Insurer will not pay for

any fines or penalties imposed on **the Insured** or the cost of implementing any remedial order or publicity order

legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed

costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance

costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man

costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by

the Insured

any partner or director of **the Insured**

any **Employee**

L. Cloakroom Liability

Exclusion 7 shall not apply to members' visitors' or guests' property deposited in the cloakroom at **the Insured's Premises**.

Provided that

- a. either

an attendant engaged by **the Insured** shall be continuously on duty in such cloakroom when it is in use, or

such property is kept in an enclosed locked room when unattended

- b. **The Insurer's** liability for all compensation payable in respect of

all loss of and damage to property deposited by any one person is limited to £150

all loss of and damage to property occurring during any one **Period of Insurance** is limited to £1,000

M. Member to Member Liability

The Insurer will indemnify any officer or committee member or member of the club or the association or its officials including coaches referees and safety officials in their respective capacities as such as though each party was individually named as **the Insured** in this **Section**

Provided that

each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply

The Insurer's liabilities to **the Insured** and all parties indemnified shall not exceed in the aggregate the

Limit of Indemnity specified in the **Schedule**

N. Car Park Liability

Exclusion 7 shall not apply to vehicles belonging, loaned or hired to members or visitors whilst in the car park situate at the club or association **Premises**

Provided that

this **Section** does not cover liability in respect of loss of accessories or contents of any vehicle unless lost with such vehicle

the Insurer's liability for all compensation payable in respect of

all loss of and damage to any one vehicle is limited to £2,500

all loss of and damage to vehicles occurring during any one **Period of Insurance** is limited to £10,000

Exclusions

This Section does not cover

1. Injury to Employees

Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **the Insured**.

2. Work on Offshore Installations

Liability in respect of **Injury**, loss or damage arising in connection with work on or travel to or from **Offshore Installations**.

3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of

finer, penalties or liquidated damages

punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4. Pollution or Contamination

Liability in respect of

Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory

Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

5. Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this **Exclusion** shall not apply

while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)

in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by another policy.

6. Vessels or Craft

Liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

7. Property in the charge or control of the Insured

Liability in respect of loss of or damage to any property belonging to or in the charge or control of **the Insured** other than

personal effects or vehicles of any partner, director or **Employee** of **the Insured**

premises (and their contents) not belonging, leased, rented or hired to **the Insured** but temporarily in the charge of **the Insured** for the purpose of carrying out work

Premises (including their fixtures and fittings) leased, rented or hired to **the Insured** but this **Section** does not cover liability attaching to **the Insured** solely under the terms of any tenancy or other agreement.

8. Damage to Goods Supplied

Liability in respect of

Loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of **the Insured**

All costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of

any such goods or property
any defective work executed by or on behalf of **the Insured**

except that 8.a. and 8.b.i. above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

any alteration, repair or servicing work executed

any other goods or property sold, supplied, delivered, installed or erected by **the Insured** under a separate contract.

9. Products

In respect of **Injury**, loss or damage caused by or arising from **Products**

- a. any liability which attaches to **the Insured** solely under the terms of an agreement other than under any warranty of goods implied by law under any indemnity clause in any agreement between **the Insured** and any independent carrier in respect of **Injury**, loss or damage caused by **Products** entrusted to such carrier for transit by road, rail or waterway
- b. any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **the Insured's** knowledge was intended to be installed or incorporated in any such craft
- c. any claim made against **the Insured** in any country outside the European Union in which **the Insured** occupy premises or are represented by any resident employee or holder of **the Insured's** power of attorney.

10. Advice and Design

Liability for **Injury**, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of **the Insured** other than where provided or performed in connection with any **Product**.

11. Contract Works and J.C.T. Clause 6.5.1

Liability in respect of loss or damage to any property

comprising or to be incorporated in the contract works in respect of any contract undertaken by **the Insured**

against which **the Insured** are required to effect insurance under the terms of Clause 6.5.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12. Computer Date Recognition

Liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

correctly to recognise any date as its true calendar date

to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

13. Products to the United States of America or Canada

Liability in respect of **Injury**, loss or damage caused by or arising from any **Products** exported by **the Insured**

or with their knowledge to the United States of America or Canada

14. Abuse

Liability in respect of **Injury** arising directly or indirectly out of or in connection with **Abuse**.

15. Tournaments or Competitions

This **Section** does not cover liability for **Injury** loss or damage arising out of or in connection with the organisation by **the Insured** of any tournament or competition involving any other party that is not included as **the Insured**.

16. Excess

The amount of the **Excess** shown in **the Schedule**.

Section Conditions

1. Other Insurances

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this Section not been effected.

2. Alteration

If at any time anything shall occur or be done which materially affects the risk insured the Insured shall give immediate notice in writing to the Insurer.

3. Discharge of Liability

The Insurer may pay to the Insured in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

Extensions For Events Cover

This Section is extended to include the tournament or competition situate at your registered events venue between the dates specified provided that

- a. Exclusion 15 is deleted for the purposes of this Extension
- b. The Limit of Indemnity shall not exceed the indemnity amount chosen in respect of this tournament or competition