

Sports Club Insurance

Policy Wording



Table of Contents

1	Introduction.....	3
2	Policy Definitions	8
3	Policy Exclusions	14
4	Policy Conditions.....	15
5	Material Damage Section	17
6	Liability Section	21
7	Public Liability Sub-Section	26
8	Product Liability Sub-Section	31
9	Employers' Liability Sub-Section	35
10	Professional Indemnity Sub-Section	38
11	Directors & Officers Liability Sub-Section	43
12	Personal Accident Section.....	46

Form SCG-C 0422 - SCD

protectivity **insurance**

address: Dovetail House, Wycombe Road, Stokenchurch, High Wycombe HP14 3RQ
email: contact@protectivity.com
phone: 01494 887 909

1 Introduction

This Policy is underwritten by AXA XL Insurance Company UK Limited and administered on their behalf by **Protectivity Insurance**.

This policy consists of the Policy Definitions, Exclusions and Conditions, the **Schedule**, the coverage Sections stated as operative in the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

We will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this policy, against the events set out in the operative Sections and occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a **Claim**.

1.1 Policy Administration

SportsCover Direct Ltd. T/As Protectivity Insurance

Office: Dovetail House, Wycombe Rd, Stokenchurch, Bucks HP14 3RQ United Kingdom

email: contact@protectivity.com

website: <https://www.protectivity.com/>

1.2 Policy Format

Upon request Protectivity Insurance can provide Braille, audio or large print versions of the policy and the associated documentation. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.

1.3 Fair Processing Notice

This Privacy Notice describes how AXA XL Insurance Company UK Limited (together, "**We**", "**Us**" or the "**Insurer**") collect and use the personal information of insureds, claimants and other parties ("**You**") when we are providing our insurance and reinsurance services.

The information provided to the **Insurer**, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this policy, will be used by the **Insurer** for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **You**, or as a consequence of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the **Insurer** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the United Kingdom and/or the European Economic Area for these purposes.

You have certain rights regarding **Your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **Your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: dataprivacy@axaxl.com

We are committed to working with **You** to obtain a fair resolution of any complaint or concern about privacy. If, however, **You** believe that **We** have not been able to assist with **Your** complaint or concern, **You** have the right to make a complaint to the relevant Data Protection Authority.

For more information about how **We** process **Your** personal information, please see **Our** full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

1.4 Regulatory Information

AXA XL Insurance Company UK Limited

AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG United Kingdom.

Registered in England Number 5328622.

XL Catlin Services SE

XL Catlin Services SE acts on behalf of AXA XL Insurance Company UK Limited in the administration of complaints. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered office XL House, 8 St Stephen's Green, Dublin 2 Ireland.

Registered in Ireland Number 659610.

SportsCover Direct Ltd. T/As Protectivity Insurance

SportsCover Direct Ltd. T/As Protectivity Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 309959).

Registered Office Dovetail House, Wycombe Rd, Stokenchurch HP14 3RQ United Kingdom

Registered in England Number 2586372.

1.5 Third Party Rights

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

1.6 Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

1.7 Cancellation and Cooling-Off Period

(a) Your Right to Cancel during the Cooling-Off Period

(i) Applicable to policies of thirty-one (31) days or more

You are entitled to cancel this policy by notifying **Us** in writing within fourteen (14) days of either:

- (1) the date **You** receive this policy; or
- (2) the start of Your Period of Insurance;

whichever is the later.

A full refund of any premium paid will be made unless **You**:

- (3) have made a **Claim** or are aware of any circumstances that may lead to a **Claim** being made against **You**;
- (4) are cancelling after the commencement of a trip, or activity for which the cover

under this policy is provided

in which case the full annual premium is due. Where **You** pay the premium by instalments, **We** may deduct any outstanding amounts from any **Claim We** agree to pay.

- (ii) Applicable to policies of thirty (30) days or less

There is no entitlement to cancel this policy for a full refund because all periods of cover will have ended within a period of thirty (30) days from the start of **Your Period of Insurance**.

- (b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing, by email or by telephone, by email or by telephone. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** or had a **Claim** made against **You**, in which case the full annual premium is due to **Us**.

You will be charged a Cancellation fee as stated in the Schedule of Fees by Protectivity Insurance in the event **You** cancel the policy. Where **You** pay the premium by instalments, **We** may deduct any outstanding premium amounts from any **Claim We** agree to pay or **We** may require **You** to pay the outstanding premium in full.

- (c) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a **Claim**

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full annual premium is due.

Where **You** pay the premium by instalments and an instalment remains unpaid after Protectivity Insurance has attempted to make contact with **You** for a period of fourteen (14) days **You** will be charged the Failed Payment Communication Fee stated in the Schedule of Fees by Protectivity Insurance. After fourteen (14) days, **We** may cancel this policy and backdate the cover in proportion to the premium paid, including a deduction from the premium paid of the Forced Cancellation Fee stated in the Schedule of Fees charged by Protectivity. If **Your** initial instalment has not been paid, this policy will be considered cancelled from the start of **Your Period of Insurance** and **We** will not pay handle any **Claims** under this policy.

1.8 Interpretation

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings are for general reference only and shall not be considered when determining the meaning of this policy.

1.9 Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all **Claims**; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **Claim** and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any **Claim** in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding **Claim** and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future **Claim** in accordance with (ii) and/or (iii), in which case **You** may then give **Us** notice that **You** are terminating this policy.

in accordance with the Cancellation and Cooling-Off Period Provisions.

1.10 **Change in Circumstance**

You must tell **Us** as soon as practicably possible of **Your** becoming aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any **Claim** **You** make or could result in **Your** insurance being invalid.

1.11 **Fraud**

If **You**, or anyone acting for **You**, makes a fraudulent **Claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the **Claim**; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and
- (ii) **We** need not return any of the premium paid.

1.12 **Questions and Complaints Procedure**

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about this policy or the handling of a claim, please contact the broker through whom this policy was arranged.

If **You** wish to make a complaint, **You** can do so at any time by referring the matter to:

Complaints Manager

XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG

Telephone Number: +44 (0)20 7743 8487
E-mail: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a “fixed line”, for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44 (0)20 7964 1000
Fax Number: +44 (0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

1.13

Insurance Guarantee Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

2 Policy Definitions

All the individual policy Sections are subject to the following definitions except where stated below.

- 2.1 **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
- 2.2 **Benefit** means the financial benefits set out in the **Schedule**.
- 2.3 **Business** means the business and/or **Sports/Activities** stated in the **Schedule** conducted by the **Insured** at or from premises of the **Insured**, and extends to include under the Liability Section:
- (a) the ownership, repair and maintenance of the **Insured's** own property including vehicles and plant owned and used by the **Insured**;
 - (b) provision and management of canteen, social, sports, medical and welfare organisations and fire fighting and security services principally for the benefit of **Employees** and for the protection and promotion of the **Business** as stated in the **Schedule**;
 - (c) the participation by the **Insured** in exhibitions.
- For the purposes of the Professional Indemnity Sub-Section of the Liability Section **Business** means only the professional services performed or the advice given by the **Insured** in relation to those activities stated in the **Schedule**.
- 2.4 **Business Hours** means the period or periods during which the **Premises** are occupied for **Business** purposes and the **Insured** or any partner, director or **Employee** of the **Insured** is actually on the **Premises**.
- 2.5 **Claim** means:
- (a) under the Material Damage Section a written demand for payment of an amount due under the terms of this policy; and
 - (b) under the Liability Section:
 - (i) a written demand for damages or other remedy made by a third party in accordance with the laws of the **United Kingdom**; or
 - (ii) where applicable, proceedings brought under the jurisdiction of a competent court or tribunal within the **United Kingdom**; or
 - (iii) an award made by a competent court or tribunal anywhere in the world to enforce a judgement, award or settlement made in accordance with the laws of or under the jurisdiction of the **United Kingdom**.
 - (c) under the Personal Accident Section a written demand for payment of an amount due under the terms of this policy; and
- 2.6 **Claim Time Limit** means the period of time stated in the **Schedule** which a **Person Insured** has to make a **Claim** under the Personal Accident Section following an **Accident**.
- 2.7 **Communicable Disease** means any illness, sickness, disease, infection, condition, or disorder caused, in whole or in part, by any direct or indirect contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature regardless of the method of transmission, contact or exposure.
- 2.8 **Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes for example Trojan Horses, worms and time or logic bombs.
- 2.9 **Damage** means accidental loss of or physical damage to tangible property. Tangible property does not include any software, data or other information in electronic form.
- Damage** does not include loss of use of property in the absence of physical loss of or physical damage to that property.
- 2.10 **Death** under the Personal Accident section means an **Insured Person** has an **Accident** and suffers **Bodily Injury** which results in accidental death.

- 2.11 **Defence Costs** means costs, fees and expenses incurred by or on behalf of the **Insured** with the written consent of the **Insurer** in the investigation, defence or settlement of any **Claim**, suit or proceedings which are or would, if successful, be covered under this policy. **Defence Costs** also includes legal expenses in respect of representation at any coroner's inquest or inquiry arising out of matters covered by this policy.
- Defence Costs** do not include:
- (a) the **Insured's** own costs, fees or expenses or value attributable to the time spent in dealing with a **Claim** or a circumstance; or
 - (b) legal costs and expenses incurred in the defence of any criminal proceedings brought against the **Insured** or in an appeal against conviction by the **Insured**.
- 2.12 **Director** means any natural person which was or is or may hereafter be:
- (a) a director, officer, committee member or trustee of the **Insured**; or
 - (b) acting at the **Insured's** request, order or direction as a director, officer, committee member or trustee of the **Other Concern**; or
 - (c) a **Shadow Director** (other than in the capacity as external auditor, liquidator, receiver, administrative receiver); or
 - (d) the lawful spouse of any person defined in (a) - (c) above but only in respect of Loss payable under the policy in relation to such person which is by operation of law imputed or transferred to that spouse; or
 - (e) the estate, heirs, legal representatives or assigns of any of the foregoing in the event of the death, incompetency, incapacity, bankruptcy or insolvency of that person.
- 2.13 **Director's Costs and Expenses** means all costs, charges and expenses (other than regular or overtime wages, salaries or fees of any director) incurred with the **Insurer's** prior written consent in defending, investigating, attending or monitoring any claim or disqualification proceedings, investigation or environmental proceedings or appeals therefrom together with all costs of bringing an appeal. Provided always that the **Insurer** shall at its absolute discretion (but with the consultation of the **Director**) elect whether the **Insurer** or the **Director** is to instruct the legal representatives for the **Director** in respect of any claim.
- 2.14 **Disqualification Proceedings** means legal proceedings against the **Director** pursuant to which the **Director** is liable to be disqualified from continuing to be a **Director** of the **Insured**.
- 2.15 **Document** means records arising from the **Business**, whether kept in paper, magnetic or electronic form, for which the **Insured** is legally responsible, whilst in the custody of the **Insured** or in the custody of any person other than the owner to or with whom they have been entrusted, lodged or deposited by the **Insured** in the ordinary course of the **Business**.
- 2.16 **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 2.17 **Emergency Dental Expenses** means damage to teeth which necessitates immediate emergency pain relief.
- 2.18 **Employee** means any:
- (a) person under a contract of service or apprenticeship with the **Insured**;
 - (b) labour only sub-contractor and persons supplied by them;
 - (c) person employed by labour only sub-contractors;
 - (d) self-employed person;
 - (e) person hired to or borrowed by the **Insured**; or
 - (f) person undertaking study or work experience, voluntary work or a youth training scheme with the **Insured**;

working for and under the control of the **Insured** in connection with the **Business**.

For the purposes of the Professional Indemnity Sub-Section of the Liability Section **Employee** does not include any partner, principal, director or (in the case of limited liability partnerships) member of the **Insured**.

- 2.19 **Employment Claim** means any claim made by a current, former or potential **Employee** for:
- (a) any actual or alleged wrongful dismissal or treatment;
 - (b) breach of written or implied contract;
 - (c) employment related misrepresentation, negligent misstatement, wrongful failure to employ or promote, deprivation of a career opportunity, or wrongful discipline;
 - (d) failure to provide or enforce adequate employee procedures and policies;
 - (e) retaliation, defamation, invasion of privacy or discrimination
- arising solely as a result of the employment or non-employment by the **Insured** of any current, former or prospective **Employee**.
- 2.20 **Endorsement** means a change in the terms and conditions of this policy that can extend or restrict cover.
- 2.21 **Environmental Proceedings** means any prosecution, official investigation, examination, inquiry or other proceedings by any official body or institution that is empowered to investigate the affairs of the **Insured** or the **Other Concern**, arising from any actual or alleged **Pollution**.
- 2.22 **Excess** means the first part of each and every **Claim**, for which the **Insured** is responsible as stated in the **Schedule**.
- 2.23 **Excess Period** means the period of time as stated in the **Schedule** before which no **Benefit** for **Loss of Income** will be paid.
- 2.24 **Extranet** means a restricted-access group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 2.25 **Heave** means upward movement of the ground beneath the buildings as a result of the soil expanding.
- 2.26 **Liability Period** means the period beginning with the happening of the loss and ending not later than the last day of the period specified in the **Schedule**, during which the results of the **Business** shall be affected in consequence of the **Damage**.
- 2.27 **Injury** means:
- (a) under the Material Damage and Liability Section:
 - (i) accidental:
 - (1) death, bodily injury, illness, disease or medically recognised psychiatric injury of or to a person;
 - (2) trespass, nuisance, invasion of the right of privacy or interference with any right of way, air, light, water or other easement;
 - (ii) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.
 - (b) under the Personal Accident Section, physical injury which is diagnosed and certified by a **Medical Practitioner** and which occurs independently of any illness, sickness or disease.
- 2.28 **Insured / You / Your** means:
- (a) in respect of the Professional Indemnity Sub-Section of the Liability Section, any firm, company or limited liability partnership named in the **Schedule**, including any of their predecessors in business; their principals, partners, directors or (in the case of limited liability partnerships) members (including any former principal, partner, director or member) and their legal representatives, estate or heirs in the event of their bankruptcy, incapacity or death;

- (b) in respect of all other Sections and Sub-Sections:
 - (i) the person, persons or corporate body or other entity named in the **Schedule**;
 - (ii) subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurer**.
- 2.29 **Insured Person** means:
 - (a) under the Liability Section the **Insured** or any partner, director or **Employee**.
 - (b) under the Personal Accident Section, the **Member(s)** as noted as being the operative person(s) in the **Schedule**.
- 2.30 **Insurer / We / Us / Our** means AXA XL Insurance Company UK Limited .
- 2.31 **Internet** means the worldwide group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 2.32 **Intranet** means one or more inter-connected networks with restricted access to the **Insured** via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 2.33 **Investigation** means any investigation, examination, inquiry or other proceedings, other than when arising from any actual or alleged **Pollution**, by any official body or institution that is empowered to investigate the affairs of the **Insured** or the **Other Concern**.
- 2.34 **Landslip** means downward movement of sloping ground.
- 2.35 **Loss of Hearing** means total and irreversible loss of hearing certified by a **Medical Practitioner**.
- 2.36 **Loss of Income** means temporary total disablement of a person over the age of sixteen (16) and in gainful employment which will in all probability prevent the person from engaging in or attending to his or her usual business or occupation, as certified by a **Medical Practitioner**.
- 2.37 **Loss of Limb** means total loss of use or loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.
- 2.38 **Loss of Sight** means total and irreversible loss of sight such that:
 - (a) visual acuity is 6/60 or less, or visual field is reduced to 10 degrees of arc or less, irrespective of corrected visual acuity certified by a **Medical Practitioner**; or
 - (b) the person's name is added to the Register of Blind Persons under the authority of a **Medical Practitioner**.
- 2.39 **Loss of Speech** means total and irreversible loss of speech certified by a **Medical Practitioner**.
- 2.40 **Medical Expenses** means expenses incurred at the recommendation of a **Medical Practitioner** for medical, hospital, surgical, manipulative, massage, physiotherapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
- 2.41 **Medical Practitioner** means an individual who is qualified to perform or prescribe surgical or manipulative treatment and has the necessary knowledge and expertise to render a diagnosis. The individual must be licensed by the country in which he or she is practicing, cannot be a relative of the person claiming benefit under this policy and, in respect of any diagnosis rendered, must be acting within the scope of his or her licence.
- 2.42 **Member** means an official member of the **Insured** and recorded as such in the **Insured's** membership records.
- 2.43 **Occurrence** means an event or series of events having a common originating cause, including continuous or repeated exposure to substantially the same general harmful conditions.
- 2.44 **Occurrence Aggregate Limit** means the maximum amount as stated in the **Schedule** for which the **Insurer** will be liable in respect of all claims under the Personal Accident Section for **Injury** arising out of any one Occurrence regardless of the number of person(s) insured involved.
- 2.45 **Other Concern** means:
 - (a) any registered charity and/or trade, research, promotional, training or similar association or

- organisation (whether incorporated or not) existing for any non-profit making purpose, not domiciled, registered or incorporated in the United States of America;
- (b) any sports, social or similar association or organisation (whether incorporated or not) established or conducted for the **Director** or the **Director's** family's and dependent's benefit or the benefit of any **Employee** and their families and dependents.
- 2.46 **Period of Insurance** means the period stated in the **Schedule**.
- 2.47 **Permanent Partial Disablement** means **Loss of Sight, Loss of Limb, Loss of Hearing** or **Loss of Speech** certified by a **Medical Practitioner**.
- 2.48 **Permanent Total Disablement** means disablement of a person which will in all probability prevent the person from engaging in or attending to his or her usual business or occupation for the remainder of his or her life in certified by a **Medical Practitioner**.
- 2.49 **Physiotherapy Sessions** means physiotherapy sessions provided at the recommendation of a **Medical Practitioner** for rehabilitation purposes following:
- (a) **Broken Bones;**
- (b) Primary Dislocation;
- (c) Snapped or Ruptured Achilles Tendon;
- (d) Snapped or Ruptured Cruciate Ligament.
- 2.50 **Pollution** means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.
- 2.51 **Premises** means in respect of the Material Damage and Business Interruption Sections, the **Insured's** premises specified in the **Schedule**.
- 2.52 **Product** means any tangible property after it has left the custody or control of the **Insured** which has been sold, supplied, distributed, leased, loaned or free issued by or on behalf of the **Insured**. **Product** does not include food and drink provided mainly for consumption by **Employees**.
- 2.53 **Proposal** means a written proposal or proposals, whether or not using a special form or including a presentation document, made by or on behalf of the **Insured** or any person insured to the **Insurer** for the insurance evidenced by this policy or any of its Sections, including any information which the **Insurer** has relied on. This does not include any information contained within or linked to the **Insured's** website unless such information is specifically supplied to the **Insurer** by or on behalf of the **Insured** in written form.
- 2.54 **Rehabilitation and Retraining Expenses** means costs incurred to rehabilitate and/or retrain an **Insured Person** for an alternative occupation, subject to **Our** prior written approval being obtained.
- 2.55 **Schedule** means the document entitled **Schedule** that relates to and forms part of this policy.
- 2.56 **Sports/Activities** means the sporting disciplines or leisure activities as stated in the **Schedule**.
- 2.57 **Subsidence** means downward movement of the ground beneath the structures other than by settlement.
- 2.58 **Terrorism** means an act, including the use of force or violence and/or the threat thereof, of 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 the public in fear.
- 2.59 **Travel Accumulation Limit** means the maximum amount as stated in the **Schedule** for which the **Insurer** will be liable under the Personal Accident Section in respect of all person(s) insured travelling in the same coach, aircraft, watercraft or other vehicle.
- 2.60 **Turnover** means the **Money** paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.
- 2.61 **United Kingdom** means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel

Islands.

- 2.62 **Wear and Tear** means a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.
- 2.63 **Wrongful Act** means any actual or alleged act committed or attempted by the **Director** or any matter claimed against the **Director** solely by reason of the **Director** serving in such capacity as the **Insured's Director** and/or a **Director** of the **Other Concern**. Related or continuous or repeated or casually connected wrongful acts shall constitute a single wrongful act.

3 Policy Exclusions

All the Sections of this policy are subject to the following exclusions.

This policy does not apply to or include cover for or arising out of or relating to:

3.1 Asbestos

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss or in respect of that part of any property insured by this policy which consists of asbestos.

3.2 Communicable Disease

- (a) any **Communicable Disease** (actual, threatened, perceived or suspected); or
- (b) any act, error, or omission in controlling, preventing, or suppressing, or failing to control, prevent, or suppress, or in any way relating to any actual, threatened, perceived or suspected outbreak of any **Communicable Disease**.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence with or to such loss, damage, claim, cost, expense, or other sum.

Any actual, alleged, threatened, perceived, or suspected presence or existence of any **Communicable Disease** at, on, in, affecting, impacting, or impairing any property, or preventing any use of any property, shall not constitute loss or damage whether physical or otherwise, or loss of use to tangible or intangible property.

The presence of a person or persons at an insured location that is/are possibly infected with a **Communicable Disease** or is/are actually infected with a **Communicable Disease** shall not constitute loss or damage, whether physical or otherwise.

3.3 Cyber

any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including for example **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion does not apply to the cover provided by Extensions 7.4.3 – Data Protection Act 2018 or 7.4.4 Data Protection Legislation – Public Liability Section

3.4 Punitive Damages

any award of punitive or exemplary damages including fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.

3.5 Radioactive Contamination

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.6 Terrorism

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

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

3.7 War

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

4 Policy Conditions

All the individual policy Sections are subject to the following conditions.

4.1 Insured's Obligations

The **Insured** must throughout the **Period of Insurance**:

- (a) comply with all legal requirements, regulations, rules and guidelines imposed on the **Insured** by any competent authority (including for example the Health & Safety Executive, the Department for Environment, Food & Rural Affairs, and any sporting or industry governing body);
- (b) take all practical steps to prevent and minimise **Accidents**, loss, injury and damage;
- (c) take all practical steps to maintain property in a good state of repair;
- (d) take care in the selection and supervision of **Employees**; and
- (e) maintain accounts with a complete record of purchases and sales.

It may impact the **Insured's** ability to make a **Claim**, if the **Insured** or any **Person Insured** fails to comply with the provisions stated above.

4.2 Automatic Cancellation

The **Insured** shall give notice as soon as practicably possible to the **Insurer** and, unless otherwise agreed in writing by the **Insurer**, all sections of this policy will automatically be cancelled, in the event of any of the following:

- (a) the presentation of a petition seeking the appointment of a receiver or the making of a winding up order or the appointment of an administrator over the **Insured** or the making of any court order to that effect;
- (b) the passing of a resolution for the appointment of a liquidator, receiver or administrator or on the appointment of a liquidator, receiver or administrator over any of the **Insured's** assets;
- (c) the suspension by the **Insured** of payment of its debts or any threat by the **Insured** to do so or the entering into of a voluntary arrangement or other scheme of composition with its creditors by the **Insured**; or
- (d) any similar court application, order, appointment or arrangement in any jurisdiction outside the **United Kingdom**.

For the purpose of this condition, the **Insured** shall mean only the firm or company named in the **Schedule**.

In such cases, the **Insured** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance**, unless the **Insured** has made a **Claim** under any section of this policy in which case the full annual premium shall be due and no return of premium will be made.

4.3 Premium Adjustment

Where the premium is provisionally based on the **Insured's** estimates, the **Insured** shall keep accurate records and within ninety (90) days of expiry of the **Period of Insurance** declare such details as the **Insurer** requires. The premium shall then be adjusted and any difference paid or allowed to the **Insured** as the case may be. Failure to declare such details to the **Insurer** will entitle the **Insurer** to make its own estimate and adjust the premium accordingly.

The **Schedule** will detail if **Your** premium is on an adjustable basis and the adjustment factor that applies.

4.4 Sanctions

The **Insurer** shall not provide any benefit under this policy to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

4.5 **Subrogation**

In the event of any payment by the **Insurer** under this policy, the **Insurer** shall be entitled, up to the amount of such payment, to exercise all the rights of recovery of the **Insured** or any person insured against any third party, provided always that they shall not exercise any such rights against any **Employee** or former **Employee** unless the loss was caused or contributed to by a fraudulent, dishonest or malicious act or omission by said person.

The **Insured** and any person insured shall, without charge, provide such assistance as the **Insurer** may require for the purpose of exercising any rights of recovery and shall at all times protect and preserve any such rights for the benefit of the **Insurer**. The **Insurer**, at its option, may have the conduct of any proceedings to recover monies paid or payable by them, whether or not the **Insured** or person insured has an interest in such proceedings by reason of any uninsured losses.

4.6 **Other Specific Requirements**

The **Insured** must also comply with any other specific requirements set out in the policy. Those requirements include Condition 5.4.2 - Claim Notification and Condition 6.3.2 – Claim Notification. Failure to comply with each of which will entitle the **Insurer** to refuse to pay any **Claim** under the Section of the policy to which those requirements apply.

4.7 **Survey and Risk Improvements**

If this policy has been issued subject to receipt by the **Insurer** of a satisfactory survey of the **Premises**:

- (a) It is an important condition to the **Insurer's** liability under this policy, that the **Insured** shall allow the **Insurer** and its representatives access to the **Premises** for the purpose of carrying out that survey within any timeframe specified by the **Insurer** at the time this policy was issued.

In the event of breach of the above condition, the **Insurer** shall have no liability under this policy, unless the **Insured** shows that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred;

- (b) the **Insurer** shall have the right to:
- (i) terminate this policy in accordance with Cancellation and Cooling-Off Period Provisions, if in the opinion of the **Insurer** the result of the survey is unsatisfactory; or
 - (ii) impose risk improvements; and
- (c) the **Insured** shall comply with any such risk improvements within any timeframe specified by the **Insurer** failing which the **Insurer** shall be entitled to impose additional terms and conditions or withdraw cover.

For the purpose of this condition, Policy Condition 4.2 Automatic Cancellation shall not apply.

5 Material Damage Section

5.1 Sports and Business Equipment

The **Insurer** will cover the **Insured's** loss in respect of certain kinds of **Damage** (as stated under Clause 5.3 – Basis of Cover) occurring during the **Period of Insurance** at the **Premises** to sports and business equipment as described in the **Schedule** belonging to the **Insured** or for which the **Insured** is responsible and which is used in connection with the **Business**.

In respect of each loss, the **Insurer** will not cover the **Excess** stated in the **Schedule**.

The **Insurer** will not pay more under this Section than the Sum Insured stated in the **Schedule** in total during the whole of the **Period of Insurance**. The Sum Insured should represent the full value of the property.

The **Insurer** shall not be liable in respect of any single item to pay more than the Item Limit stated in the **Schedule**.

5.2 Basis of Valuation

For assessment and for adjustment in the event of **Damage** to property insured under this Section, the Basis of Valuation shall be as follows:

5.2.1 Property Repaired, Replaced, Rebuilt or Reinstated

On property, other than those specified below, which the **Insured** repairs, replaces, rebuilds or reinstates, the basis of valuation is whichever costs the less of:

- (a) repairing to a condition equivalent to but not better or more extensive than when new; or
- (b) replacing, rebuilding or reinstating to the same quality, size and extent.

The work of repair, replacement, rebuilding or reinstatement must commence and be undertaken with due diligence and dispatch, and at the latest within two (2) years from the date of the **Damage**. Failing this, the basis of valuation under Clause 5.2.2 – Property not Repaired, Replaced, Rebuilt or Reinstated shall apply.

5.2.2 Property Not Repaired, Replaced, Rebuilt or Reinstated

On property which the **Insured** decides not to repair, replace, rebuild or reinstate, other than property due for demolition, the basis of valuation is as per the basis stated in Clause 5.2.1 – Property Repaired, Replaced, Rebuilt or Reinstated subject to deduction for depreciation, wear, tear and obsolescence.

5.2.3 Property offered for Sale

On property, other than stock, on offer for sale at the time of **Damage**, the basis of valuation is the sale price of the property or the cost of repair, replacement, rebuilding or reinstatement as per the basis of valuation under Clause 5.2.1 – Property Repaired, Replaced, Rebuilt or Reinstated, whichever is less.

5.2.4 Technical Equipment

On property consisting of electrical, optical or mechanical equipment or computer hardware the basis of valuation is the lesser of the cost to repair the equipment or the cost to replace the equipment with new equipment which has most nearly the same function even if to get the same function requires new equipment which is more advanced.

5.2.5 Stock

On property consisting of stock (including frozen and refrigerated goods), the basis of valuation is the cost to replace.

5.2.6 Groundsmen's Machinery and Equipment

On property consisting of groundsmen's machinery and equipment, the basis of valuation is the lesser of the cost to repair or replace or, in the case of machinery and equipment more than twelve (12) months old at the date of **Damage**, its market value at the date of **Damage**.

5.2.7 Personal Effects

On property consisting of personal effects and tools of trade, the basis of valuation is the cost to repair or replace after deduction for depreciation, wear, tear and obsolescence subject to a maximum deduction of 50%.

5.3 Basis of Cover all risks

The sports and business equipment is covered against **Damage** by any cause except as follows:

5.3.1 **Damage** to any property caused by or consisting of its:

- (a) spontaneous fermentation;
- (b) spontaneous heating;
- (c) spontaneous ignition;
- (d) undergoing any heating process or any process involving the application of heat;
- (e) bursting, overflowing, exploding or leaking;
- (f) mechanical, chemical or electrical breakdown, short-circuiting, overrunning or derangement;
- (g) being used for a purpose other than it was designed for or in excess of design tolerances or in breach of any manufacturer's instructions as to use or operation;
- (h) defective design, defective manufacture or defective construction or having any natural or man-made inherent flaws or defects;
- (i) wearing out or gradually deteriorating, shrinking, evaporating rusting, corroding, being scratched or discolouring or other chemical or biological transformation or being affected by loss of flavour, crispness or texture, wet or dry rot, vermin, insects or mould;

5.3.2 **Damage** by flood or any weather conditions to fences or gates or playing surfaces or moveable property in the open;

5.3.3 **Damage** by theft other than by forcible and violent means;

5.3.4 **Damage** by bursting, overflowing or leaking of water, oil, fuel or beverages from any container, pipe, dispenser or installation:

- (a) as a result of repair, testing, removal, alteration or extension not carried out by a qualified engineer or plumber;
- (b) from sprinkler installations occurring during repairs or alterations to the **Premises**;

5.3.5 **Damage** by malicious persons at or to vacant or unoccupied buildings or structures. Buildings in normal use but closed outside **Business Hours** or for holidays or weekends for less than twenty-one (21) consecutive days are not considered vacant or unoccupied;

5.3.6 **Damage** by subsidence, ground heave, landslip or landslide to yards, car parks, roads, pavements, swimming pools, paved terraces, walls, gates, fences or any water, gas, electricity, sewerage or communications services;

5.3.7 **Damage** by subsidence, ground heave, landslip or landslide caused by or consisting of:

- (a) the settlement or bedding down of structures which are less than twelve (12) months old since completion;
- (b) the settlement or movement of made-up ground which is less than twelve (12) months old since completion;
- (c) coastal or riverbank erosion;
- (d) demolition, construction, structural alteration or repair of any property, groundwork or excavation;

5.3.8 **Damage** by or during or consisting of an act of theft or attempted theft from any vehicle outside the **Premises** where there is no one in charge keeping the vehicle under observation and able to interfere with any attempt by anyone to break into it or steal it or anything in it;

- 5.3.9 **Damage** caused by or consisting of confiscation, requisition, seizure or destruction by order of the Government or any public authority;
- 5.3.10 **Damage** caused by total or partial cessation or interruption;
- 5.3.11 voluntary parting with title or possession;
- 5.3.12 **Damage** caused or contributed to by acts of fraud or dishonesty on the part of the **Insured** or any partner, director or **Employee** of the **Insured**, members of their families or any other person to whom property insured has been entrusted or in collusion with any of such persons;
- 5.3.13 simple or mysterious disappearance or inventory shortage or error or omission;
- 5.3.14 **Damage** to anything while it is being repaired, renovated, tested or otherwise worked on;
- 5.3.15 **Damage** caused or contributed to by **Pollution** in any sequence unless such **Pollution** was a single isolated event occurring in its entirety during the **Period of Insurance** stated in the **Schedule**;
- 5.3.16 **Damage** caused by or consisting of fungal pathogens or bacteria. For the purposes of this exclusion "fungal pathogens" shall mean any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including for example mould, mildew, mycotoxins, spores or any biogenic aerosols;

5.4 **Conditions**

5.4.1 **Underinsurance**

If the property covered by this Section shall at the time of any loss be of greater value than the Sum Insured stated in the **Schedule** (after the application of any Day One Uplift), the **Insured** shall only be entitled to recover hereunder such proportion of the loss as the Sum Insured bears to the actual total value of the said property.

However, where the applicable Sum Insured is stated to be first loss, this clause shall not apply.

5.4.2 **Claim Notification**

The **Insurer** shall be entitled to refuse to pay any **Claim** under the Material Damage Section if, in the event of **Damage** which might be covered under the Material Damage Section, the **Insured** does not:

- (a) notify the **Insurer** as soon as practicably possible;
- (b) notify the police authority as soon as practicably possible if it becomes evident that any **Damage** has been caused by malicious persons;
- (c) notify the police authority as soon as practicably possible and take all practical steps to discover any guilty person and to trace and recover the property insured as a result of theft;
- (d) carry out and permit to be taken any action to prevent further **Damage**;
- (e) deliver to the **Insurer** at the **Insured's** own expense within thirty (30) days after such **Damage** (seven (7) days in the case of **Damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons):
 - (i) full information in writing of the property damaged and of the amount of **Damage**;
 - (ii) details of any other insurances applicable to the **Damage** being claimed for, whether the **Insured** intends to make a **Claim** against such insurances or not and whether such insurances are valid and collectible or not;
 - (iii) any other proofs and information relating to the loss as the **Insurer** may require.

5.4.3 **Equipment Inspection**

Any vessel, machinery or apparatus which is required to be inspected periodically by an engineer qualified for the purpose in order to comply with any statutory regulation or by-law shall be the subject of an insurance or other contract providing the required inspection

service.

5.4.4 **Other Insurance**

Where the **Insured** has other insurance or insurances covering property which is also covered by this Section then the following provisions shall apply in determining the amount payable under this Section.

Any term of such other insurances which restricts the amount payable by making them excess of another unspecified policy or which excludes cover altogether or which restricts the amount payable because of the existence of some other unspecified policy shall be ignored for the purposes of this condition.

The amount payable under all insurances available to the **Insured**, including this Section, in respect of the loss in question, shall be added together to produce the total amount of available cover for the purposes of this condition. Only that part of any loss which would fall within the Sums Insured of this Section, having regard to the maximum or first loss Sum Insured and any excess, deductible, aggregate or sub-limit and including any underinsurance provision, shall be considered. The amount finally payable under this Section shall be the amount otherwise available under this Section alone multiplied by the ratio of that amount to the total amount of available cover.

5.4.5 **Protection, Preservation and Security of Property**

The **Insurer** shall be entitled to refuse to pay any **Claim** under the Material Damage Section if the **Insured** does not use the utmost diligence and take all practical steps to protect, recover and save property insured and minimise any actual or potential **Damage** when property has sustained or is in imminent danger of sustaining **Damage**.

The Section also includes costs incurred to temporarily protect or preserve property due to actual or to prevent imminent **Damage** but not exceeding the amount by which a loss under this Section is reduced by reason of such preventative or protective action. Such costs are subject to the **Excess** that would have applied had the **Damage** occurred.

The **Insurer** shall also be entitled to refuse to pay any claim under the Material Damage Section if the **Insured** does not at all times maintain all property in a good, proper and workmanlike manner and ensure that all protection and security systems that have been advised to the **Insurer**, as well as other protection and security systems, are in force at all times.

6 Liability Section

6.1 Section Extensions

All the Liability Sub-Sections are subject to the following extensions except where stated below.

6.1.1 Automatic Acquisitions

The policy shall apply automatically to any entity acquired, established or created during the **Period of Insurance**.

Provided always that:

- (a) the turnover of such entity is no more than ten per cent (10%) of the total turnover of the **Insured**;
- (b) the **Insured** shall notify the **Insurer** in writing as soon as practicably possible of such acquisition, establishment or creation;
- (c) the **Insurer** shall have the right to accept or refuse cover at the time of notification and to alter the terms and conditions of this policy accordingly including the charging of an additional premium;
- (d) the **Insurer** shall not be liable:
 - (i) where the business of such entity differs from the **Business**; and
 - (ii) where cover is provided under any other insurance. This policy shall only apply in excess of such other insurance to the extent of such part of the limit of liability as exceeds the limit under the other insurance.

6.1.2 Court Attendance Costs

The **Insurer** will reimburse the **Insured's** loss by paying a daily amount as stated below for each day on which attendance is required in the event of any director, partner or **Employee** attending court as a witness at the request of the **Insurer** in connection with a **Claim** which is covered under the Public Liability, Product Liability and Employers' Liability Sub-Sections of this policy:

- (a) £250 per day for each day attendance is required for any director or partner of the **Insured**; and
- (b) £100 per day for each day attendance is required for any **Employee** who is not a director or partner.

6.1.3 Cover for Others

Provided that such persons or parties observe, fulfil and are subject to the terms of this policy as though they were the **Insured**, the cover granted under the Public Liability and Product Liability Sub-Sections extends to:

- (a) **Employees** in their **Business** capacity for legal liabilities arising out of the performance of the **Business**;
- (b) the officers, committees and members of the **Insured's** canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such (but excluding **Medical Practitioners** while working in a professional capacity);
- (c) any person or firm for legal liabilities arising out of the performance of a contract with the **Insured** constituting the provision of labour only;
- (d) any principal for legal liabilities arising out of work carried out by the **Insured** under a contract or agreement in respect of which the **Insured** would have been entitled to cover under this policy if the **Claim** had been made against the **Insured**;
- (e) the personal representatives of any person insured by reason of this Cover for Others clause in respect of legal liability incurred by such person;

Provided that such persons or parties observe, fulfil and are subject to the terms of this policy

as though they were the **Insured**, the cover granted under the Public Liability Sub-Section only also extends to **Members** for legal liabilities arising out of their activities as such.

6.1.4 **Criminal Proceedings Legal Defence Costs**

The **Insurer** will cover the **Insured** and, at the request of the **Insured**, any director or partner or **Employee** in respect of legal costs and expenses incurred with the **Insurer's** prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of:

- (a) a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or any similar **United Kingdom** Health and Safety legislation and regulation; or
- (b) an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amending legislation;

provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.

The cover will not apply:

- (1) to fines or penalties of any kind;
- (2) to liability assumed under a contract or agreement which would not have attached in the absence of such contract or agreement;
- (3) to proceedings consequent upon any deliberate act or omission.

The **Insurer's** liability under this extension shall be limited to £1,000,000 in the aggregate in any one **Period of Insurance**. This limit will form part of and not be in addition to the relevant Limit of Liability stated in the **Schedule**.

6.2 **Section Exclusions**

All the Liability Sub-Sections are subject to the following exclusions except where stated below.

This policy does not apply to or include cover for or arising out of or relating to:

6.2.1 **Data Protection**

compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including for example the Data Protection Act 2018, whether the liability of the **Insured** arises directly or indirectly.

This exclusion does not apply to the cover provided by Extensions 8.4.3 — Data Protection Act 2018, 11.4.1 –Data Protection Act 2018.

6.2.2 **Liquidated Damages**

liquidated damages clauses, penalty clauses, performance warranties or similar provision in a contract unless it is proven that liability would have attached in the absence of such clauses, warranties or similar provisions.

6.2.3 **Tobacco**

raw, dried or cured tobacco or tobacco which has been otherwise processed in any way, cigars, cigar wrappers, pipe tobacco, cigarette filter or filter materials, snuff, chewing tobacco, "smokeless" tobacco products, cigarettes and cigarette paper, tobacco smoke, gaseous or solid residues or by-products of tobacco, tips or filters, any chemical, mineral or other product sprayed on, applied to or found within or used in conjunction with any tobacco, smoking pipes, cigarette holders and any ingredients found within or used in conjunction with tobacco or any of its constituent parts (collectively "tobacco").

This exclusion shall not apply to liability arising from **Injury** or **Damage** by fire caused by lit tobacco.

6.2.4 **Contractual Liability**

liquidated damages clauses, penalty clauses, performance warranties or any other provision in any contract unless it is proven that liability would have attached in the absence of that

contract.

6.2.5 **Coronavirus**

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (a) any fear or threat (whether actual or perceived) of; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

6.2.6 **Biological or Chemical Materials**

the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials by any person.

6.3 **Section Conditions**

All the Liability Sub-Sections are subject to the following conditions except where stated below.

6.3.1 **Assistance and Co-operation**

The **Insured** and any person insured must provide the **Insurer** with such information, assistance and co-operation as the **Insurer** and/or its representative may request. It may impact the **Insured's** ability to make a **Claim** under this policy, if the **Insured** or any **Person Insured** fails to do so.

6.3.2 **Claim Notification**

The **Insured** must give to the **Insurer** notice as soon as practicably possible in writing of:

- (a) any **Claim** made against any **Insured** or any person insured which is likely to fall within the scope of this policy;
- (b) any circumstances of which the **Insured** or any person insured becomes aware which are likely to give rise to such a **Claim** being made against the **Insured**.

Where the Sub-Section Trigger is shown as Claims Made or Claims Made and Notified in the **Schedule** if a circumstance occurring subsequent to the Sub-Section Retroactive Date and before the expiry date of the policy is notified to the **Insurer** during the **Period of Insurance** and in accordance with this Condition, the **Insurer** will not deny any subsequent **Claim** arising out of that circumstance solely because the **Claim** was made after the expiry date of the policy.

It may impact the **Insured's** ability to make a **Claim** under this policy, if such notice is not received.

6.3.3 **Documents Relevant to a Claim**

The **Insured** or any **Person Insured** must ensure that all documents relevant to any **Claim** and any circumstance which is likely to give rise to a **Claim** are not destroyed or otherwise disposed of. It may impact the **Insured's** ability to make a **Claim** under this policy if such notice is not received.

6.3.4 **Entitlement to Defend**

The **Insurer** is entitled, but not obliged, to take over and conduct in the name of the **Insured** or any **Person Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** or any **Person Insured** for its own benefit any **Claim** for reimbursement or damages or otherwise. The **Insurer** shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim**.

6.3.5 **Limit of Liability**

- (a) **Occurrence**

The **Insurer's** total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** in respect of any one **Occurrence**.

(b) **Occurrence Limit**

The Occurrence Limit applicable to each Sub-Section is stated in the **Schedule**.

Where an Occurrence Limit is shown as being combined then for any **Occurrence** which involves liability under more than one Sub-Section, the **Insurer's** total liability in respect of that **Occurrence**

- (i) shall not exceed the largest single Limit of Liability available under those combined Sub-Sections; and
- (ii) shall not exceed, in respect of each Sub-Section involved, the Limit of Liability available under that Sub-Section.

provided that the Limit of Liability under the Employers' Liability Sub-Section shall not be affected or eroded by loss under any other Sub-Section.

(c) **Aggregate**

Where an aggregate Limit of Liability is stated in the **Schedule** to apply, the **Insurer's** total liability in respect of the entire **Period of Insurance** shall not exceed the stated aggregate limit of liability regardless of the number or severity of **Occurrences** or **Claims**.

(d) **Excess**

No cover shall be granted under any liability Sub-Section for the amount of the **Excess** stated in the **Schedule** in respect of the first amount of each **Occurrence**. The **Excess** amount includes any **Defence Costs**. The Limits of Liability stated in the **Schedule** are in excess of and not reduced by the amount of any **Excess**. Only the largest **Excess** of the relevant Sub-Sections shall apply in the event of a of an **Occurrence** involving liability under more than one Sub-Section.

(e) **Contribution**

If at the time of a **Claim** there is any other insurance effected by or on behalf of the **Insured** covering the same risk or part thereof, the liability of the **Insurer** shall not be liable for more than their rateable proportion thereof.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy, either in whole or in part or from contributing rateably, the liability of the **Insurer** under this policy shall be limited to such proportion of **Claim** as the cover under this policy bears to the total cover available to the **Insured**.

6.3.6 **Non-Admission of Liability**

No admission, offer, promise or payment is to be made or given by or on behalf of the **Insured** or any person insured without the written consent of the **Insurer**. It may impact the **Insured's** ability to make a **Claim** under this policy, if any such admission, offer, promise or payment is made.

6.3.7 **Payment in Full**

The **Insurer** may at any time pay to the **Insured** in connection with any **Claim** or series of **Claims** under this policy to which a Limit of Liability applies the amount of such Limit after deduction of any sums already paid or any lesser amount for which such **Claims** can be settled. Upon such payment being made the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such **Claims** except for the payment of **Defence Costs** incurred prior to the date of such payment where such **Defence Costs** are stated as being payable in addition to the Limit of Liability.

6.3.8 **United States of America and Canada Jurisdiction**

Where the Covered Jurisdiction applicable to any Sub-Section is shown in the **Schedule** as Worldwide then in respect of any judgment, award or settlement made within countries

which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part:

- (a) the Sub-Section does not cover any liability:
 - (i) for and/or arising out of **Pollution**;
 - (ii) for the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
- (b) the Limits of Liability stated in the **Schedule** are inclusive of **Defence Costs**;
- (c) any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is subject to the law and exclusive jurisdiction of England and Wales;
- (d) the **Insurer** shall not be liable for the amount shown as the applicable **Excess** in the **Schedule**, being the first amount of each and every **Claim**. For the purpose of this condition "**Claim**" shall include compensatory awards or damages, claimants' costs, fees and expenses and associated **Defence Costs**.

The Sub-Section shall not apply to nor insure against the loss of any **Insured** domiciled or registered in the United States of America or Canada or any country which operates under the laws of the United States of America or Canada, other than in respect of sales offices of the **Insured** where prior agreement has been sought from the **Insurer**.

7 Public Liability Sub-Section

7.1 Operative Clause

The **Insurer** will cover the **Insured** for all sums they are legally liable to pay as damages (including claimants' costs, fees and expenses) for **Injury** and/or **Damage** in the conduct of the **Business**, and arising from **Claims** made against them in the **United Kingdom**, subject to Condition 7.3 and all other terms and conditions of this policy.

7.2 Defence Costs

The **Insurer** will also pay **Defence Costs**, provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any **Claim**, suit or proceedings. **Defence Costs** will be payable inclusive as part of and not in addition to the Limit of Liability as stated in the **Schedule**.

7.3 Trigger

This Sub-Section applies only to **Injury** or **Damage** occurring during the **Period of Insurance**.

7.4 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

7.4.1 Contingent Motor Liability

Exclusion 7.5.8 – Motor Vehicles shall not apply to legal liability arising out of the ownership, possession or use by or on behalf of the **Insured** or any person entitled to insurance of any motor vehicle or trailer:

- (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
- (b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer; or
- (c) arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking.

Provided always that no cover is granted against liability for which compulsory insurance or security is required by legislation or for which the government or other authority has accepted responsibility;

7.4.2 Cross Liabilities (including Member to Member Claims)

Each person or party specified as the **Insured** in the **Schedule** is separately covered in respect of **Claims** made against any of them by any other such person or party subject to the **Insurer's** total liability not exceeding the stated Limits of Liability.

7.4.3 Data Protection Act 2018

The **Insurer** will cover the **Insured** against loss under this Sub-Section in respect of the **Insured's** liability to pay compensation in respect of any claim under Section 13 – Compensation of the Data Protection Act 2018. Such liability shall be considered as **Injury** for the purposes of this Sub-Section and the **Injury** will be deemed to have occurred when the claimant first knew or alleges that they knew that the subject information was inaccurate or the date or alleged date the information had been disclosed without authorisation, as the case may be.

This extension applies where **Claims** are made against the **Insured** during the **Period of Insurance** arising from **Injury** occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the policy. If a circumstance occurring subsequent to the Retroactive Date and before the expiry date of the policy is notified to the **Insurer** in accordance with Condition 6.3.2 – Claim Notification, the **Insurer** will not deny any subsequent **Claim** arising out of that circumstance solely because the **Claim** was made after the expiry date of the policy.

The **Insurer's** liability under this extension shall be limited to £250,000 any one **Occurrence** and in the aggregate for the **Period of Insurance** which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

The **Excess** under this extension shall be 10% of each **Claim** subject to a minimum of £1,000.

Exclusions

The **Insurer** shall not provide cover:

- (a) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this Sub-Section if the result could have been expected having regard to the nature and circumstances of such act or omission;
- (b) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in the Data Protection Act 2018;
- (c) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person;
- (d) against liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

Condition

The **Insurer** shall be entitled to refuse to pay any **Claim** under this extension in its entirety if the **Insured** has not registered in accordance with the terms of the said Act or having applied for such registration it has been refused or withdrawn.

7.4.4 Data Protection Legislation – Public Liability Section

This Sub-Section extends to cover the **Insured** for legal liability in respect of any **Claim** for compensation as a result of **Injury** and/or **Damage** under Section 169 of the Data Protection Act 2018 or under Article 82 of the General Data Protection Regulation (EU) 2016/679.

Cover in respect of such **Claims** shall be available only under the terms and conditions of this extension and nowhere else in this policy.

For the purposes of this extension non-material damage which is the subject of such **Claim** shall be considered as **Injury** and will be treated as having occurred when the claimant first had knowledge or alleges that they had knowledge of the event giving rise to that **Injury**.

This extension applies where **Claims** are made against the **Insured** during the **Period of Insurance** arising from **Injury** and/or **Damage** occurring on or after the **Retroactive Date** specified in the **Schedule** and before the expiry date of the policy. If a circumstance occurring subsequent to the Retroactive Date and before the expiry date of the policy is notified to the **Insurer** in accordance with Condition 6.3.2 – Claim Notification, the **Insurer** will not deny any subsequent **Claim** arising out of that circumstance solely because the **Claim** was made after the expiry date of the policy.

The **Insurer's** liability under this extension shall be limited to £250,000 any one **Occurrence** and in the aggregate, inclusive of **Defence Costs**, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

The **Excess** under this extension shall be 10% of each **Claim** subject to a minimum of £1,000 and shall be applicable to **Defence Costs**.

Additional Exclusions

The **Insurer** shall not provide cover:

- (a) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this policy if the result could have been expected having regard to the nature and circumstances of such act or omission;
- (b) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in Data Protection Act 2018;
- (c) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or
- (d) against liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

Fee Payment Condition

It may impact the **Insured's** ability to make a **Claim** under this extension, if the **Insured** has not paid any fees required to be paid by any data protection authority.

7.4.5 **Overseas Personal Liability**

This Sub-Section shall extend to include the liability of any director, officer or **Employee** in their personal capacity whilst temporarily outside the **United Kingdom** for the purposes of the **Business**.

Provided that the **Insurer** shall not cover such person in respect of:

- (a) liability caused by or arising from the ownership or occupation of land or buildings;
- (b) liability caused by or arising from the use of any motor vehicle.

7.4.6 **Sudden Pollution**

Exclusion 7.5.9 – Pollution shall not apply to **Pollution** which is the direct result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **Period of Insurance**.

It may impact the **Insured's** ability to make a **Claim** under this extension:

- (a) if the **Insured** has not taken all practical steps to prevent **Pollution**; or
- (b) if **Injury** or **Damage** or the entire event giving rise to the **Injury** or **Damage** did not occur during the **Period of Insurance**.

This extension does not apply to any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award settlement either in whole or in part.

This extension does not apply to or include legal liability for **Damage** to premises presently or at any time previously owned or tenanted by the **Insured** or from **Damage** to land or water within the boundaries of or below any land or premises presently or at any time previously owned or leased by the **Insured**.

The **Insurer's** liability under this extension for all **Occurrences** combined throughout the **Period of Insurance** shall not exceed the sub-limit for Pollution Liability stated in the **Schedule**, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

7.4.7 **Work Overseas**

The **Insurer** will cover the **Insured** under this Sub-Section for all sums they are legally liable to pay as damages (including claimants' costs, fees and expenses) for **Injury** and/or **Damage** in the conduct of the **Business** outside the **United Kingdom** arising from the activities of:

- (a) any person temporarily engaged by the **Insured**; and
- (b) any person on a temporary visit;

for the purpose of non-manual work anywhere else in the world.

Provided that:

- (i) such person is ordinarily resident within the **United Kingdom**;
- (ii) the **Insurer** shall not provide cover in respect of any temporary visit to the United States of America or any overseas territory or affiliated state of the United States of America; and
- (iii) such temporary engagement or visit does not exceed six (6) consecutive months in duration.

7.5 **Exclusions**

This policy does not apply to or include cover for or arising out of or relating to:

- 7.5.1 **Abuse**
the actual or alleged physical, sexual or psychological abuse of any person or the failure to prevent the same.
- 7.5.2 **Aircraft, Watercraft or Offshore Installations**
the ownership, possession or use by or on behalf of the **Insured** of any aircraft, spacecraft, hovercraft, offshore installation, rig, platform or watercraft (other than watercraft not exceeding ten (10) metres in length whilst on inland waterways).
- 7.5.3 **Airside**
any work undertaken in, on or within any aircraft, aerospace system or airport.
- 7.5.4 **Care, Custody or Control**
any **Damage** to property owned, leased to, hired by, under hire purchase to, on loan to, held in trust by or otherwise in the **Insured's** care, custody or control other than:
(a) clothing and personal effects of **Employees** and visitors;
(b) premises (including contents therein) temporarily occupied by the **Insured** for work therein or thereon but no cover shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work; or
(c) premises tenanted by the **Insured** but always excluding liability for **Damage**:
(i) arising out of any events which the tenancy agreement requires the **Insured** to insure against;
(ii) to any property which the tenancy agreement requires the **Insured** to insure; or
(iii) to any property which the tenancy agreement requires the **Insured** to be responsible for;
except if such **Damage** is the proven consequence of the **Insured's** own negligence.
- 7.5.5 **Defective Premises Act**
any condition in the **Insured's** premises subsequent to the disposal of such premises by the **Insured**, including liability which is established by application of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.
- 7.5.6 **Deliberate or Reckless Failure to Avoid Injury or Damage**
any deliberate or reckless failure by any **Insured Person** to avoid **Injury** or **Damage**.
- 7.5.7 **Injury to Employees**
any **Injury** to an **Employee** where such **Injury** arises out of and in the course of employment by the **Insured** or any liability arising out of any workers' compensation or any similar legislation anywhere in the world.
- 7.5.8 **Motor Vehicles**
the ownership, possession or use by or on behalf of the **Insured** or any person or party insured by this policy of any motor vehicle or trailer for which compulsory insurance or security is required by legislation or for which the government or other authority has accepted responsibility.
- 7.5.9 **Pollution**
Pollution.
- 7.5.10 **Products**
any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, leased, loaned, free issued, altered or repaired by or on behalf of the **Insured**, other than food and drink provided mainly for consumption by **Employees**.

7.5.11 **Professional Liability**

any breach of professional duty or wrongful or inadequate advice given separately for a fee, or the pursuit of any activities by the **Member** in a professional capacity.

7.5.12 **Participant to Participant Claims**

any **Injury** or **Damage** suffered by one participant caused by another participant in any sport or activity under the direction of the **Insured** where physical contact between participants is an accepted part of play (including for example association football/soccer, Australian rules football, American football, basketball, camogie, floorball, Gaelic football, handball, hockey, hurling, ice hockey, lacrosse, martial arts, rugby league, rugby union and water polo).

7.6 **Condition**

7.6.1 **Housing Grants, Construction and Regeneration Act 1996**

The **Insurer** shall not be bound by any adjudication made under the Housing Grants, Construction and Regeneration Act 1996 following a request for adjudication made by or to the **Insured**.

8 Product Liability Sub-Section

8.1 Operative Clause

The **Insurer** will cover the **Insured** for all sums they are legally liable to pay damages (including claimants' costs, fees and expenses) for **Injury** and/or **Damage** in connection with any **Product**, and arising from **Claims** made against them in the **United Kingdom**, subject to Condition 7.3 and all other terms and conditions of this policy.

8.2 Defence Costs

The **Insurer** will also pay **Defence Costs**, provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any **Claim**, suit or proceedings. **Defence Costs** will be payable inclusive as part of and not in addition to the Limit of Liability as stated in the **Schedule**.

8.3 Trigger

This Sub-Section applies only to **Injury** or **Damage** occurring during the **Period of Insurance**.

8.4 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy:

8.4.1 Advertising Injury

The **Insurer** will cover the **Insured** against loss in respect of their legal liability to pay damages (including claimants' costs, fees and expenses) arising out of accidental:

- (a) publication (oral or written) of material that slanders or libels a person or organisation or disparages a person's or organisation's products or services; or
- (b) publication (oral or written) of material that violates a person's right of privacy; or
- (c) wrongful use of another's advertising idea or infringement of another's trading style; or
- (d) infringement of copyright, title or slogan;

arising out of the distribution of promotional material to the public at large.

The **Insurer's** liability under this extension shall be limited to £1,000,000 any one **Occurrence** and in the aggregate which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

Exclusions

This policy does not apply to or include cover for or arising out of or relating to:

- (i) any publication or utterance made with the **Insured's** knowledge of its falsity;
- (ii) any material that was first published prior to the Retroactive Date, if any, specified in the **Schedule**;
- (iii) wilful commission of a crime by or with the consent of the **Insured**;
- (iv) a contract, where the liability would not have arisen in the absence of that contract;
- (v) breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (vi) failure to conform with advertised quality or performance;
- (vii) incorrect pricing;
- (viii) internet advertising.

8.4.2 Consumer Protection and Food Safety Acts

The **Insurer** will cover the **Insured** against loss in respect of legal costs and expenses incurred in the defence of any criminal proceedings for a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith.

This extension applies where proceedings are first brought during the **Period of Insurance** in respect of a breach or alleged breach occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the policy.

Cover shall extend to the **Insured** and, at the request of the **Insured**, any director, partner or **Employee** of the **Insured**.

The **Insurer's** liability under this extension shall be limited to £250,000 any one **Occurrence** and in the aggregate which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

Exclusions

This policy does not apply to or include cover for or arising out of or relating to:

- (a) proceedings consequent upon a deliberate act by or omission of any person insured under this Sub-Section if the result could have been expected having regard to the nature and circumstances of such act or omission; or
- (b) proceedings which arise out of any activity or risk excluded from this Sub-Section.

Condition

The director, partner or Employee shall as though they were the Insured be subject to all the terms and conditions of this policy insofar as they can apply.

8.4.3 Cross Liabilities

Each person or party specified as the **Insured** in the **Schedule** is separately covered under this Sub-Section in respect of **Claims** made against any of them by any other such person or party subject to the **Insurer's** total liability not exceeding the stated Limit of Liability.

8.4.4 Defective Premises Act

The **Insurer** will cover the **Insured** against loss in respect of their liability arising out of any condition in the **Insured's** premises subsequent to the disposal of such premises by the **Insured**, including liability which is established by application of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975. Such loss shall be treated as arising out of a **Product** for the purposes of this Sub-Section.

8.4.5 Sudden Pollution

Exclusion 8.5.7 – Pollution shall not apply to **Pollution** which is the direct result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **Period of Insurance**.

The **Insurer** shall be entitled to refuse to pay any **Claim** under this extension:

- (a) if the **Insured** has not taken all practical precautions to prevent **Pollution**; or
- (b) if **Injury** or **Damage** or the entire event giving rise to the **Injury** or **Damage** did not occur during the **Period of Insurance**.

This extension does not apply to any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award settlement either in whole or in part.

This extension does not apply to or include legal liability arising directly or indirectly from **Damage** to premises presently or at any time previously owned or tenanted by the **Insured** or from **Damage** to land or water within the boundaries of or below any land or premises presently or at any time previously owned or leased by the **Insured**.

The **Insurer's** liability under this extension for all **Occurrences** combined throughout the **Period of Insurance** shall not exceed the sub-limit for Pollution Liability stated in the **Schedule**, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

8.5 Exclusions

This policy does not apply to or include cover for or arising out of or relating to:

8.5.1 Aircraft or Watercraft

any **Product** which with the **Insured's** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft.

8.5.2 Care, Custody or Control

any **Damage** to property owned, leased to, hired by, under hire purchase to, on loan to, held in trust by or otherwise in the **Insured's** care, custody or control other than:

- (a) clothing and personal effects of **Employees** and visitors;
- (b) premises (including contents therein) temporarily occupied by the **Insured** for work therein or thereon but no cover shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work; or
- (c) premises tenanted by the **Insured** but always excluding liability for **Damage**:
 - (i) arising out of any perils which the tenancy agreement requires the **Insured** to insure against;
 - (ii) to any property which the tenancy agreement requires the **Insured** to insure; or
 - (iii) to any property which the tenancy agreement requires the **Insured** to be responsible for;

except if such **Damage** is the proven consequence of the **Insured's** own negligence.

8.5.3 Contracts or Agreements

any contract or agreement other than a warranty of fitness or quality of the **Product** established or implied by virtue of the Sale of Goods Act 1979 or equivalent legislation or a warranty that work done will be performed in a workmanlike manner.

This exclusion shall not apply to any contract or agreement:

- (a) where the liability of the **Insured** would have existed to the same extent in the absence of such contract or agreement; or
- (b) where the **Insurer** has given its prior written approval to the extension of the **Insured's** liability, as defined by this Sub-Section, under the contract or agreement beyond the extent which would have existed in the absence of such contract or agreement.

8.5.4 Deliberate or Reckless Failure to Avoid Injury or Damage

any deliberate or reckless failure by any **Insured Person** to avoid **Injury** or **Damage**.

8.5.5 Injury to Employees

any **Injury** to an **Employee** where such **Injury** arises out of and in the course of employment by the **Insured** or any liability arising out of any workers' compensation or any similar legislation anywhere in the world.

8.5.6 Motor Vehicles

the ownership, possession or use by or on behalf of the **Insured** or any person or party insured by this policy of any motor vehicle or trailer for which compulsory insurance or security is required by legislation or for which the government or other authority has accepted responsibility.

8.5.7 Pollution

Pollution.

8.5.8 Products

any **Product** which has been designed, specified, formulated, manufactured, constructed,

installed, treated, serviced, altered or repaired by or on behalf of the **Insured**.

8.5.9 **Products Supplied Before Retroactive Date**

any **Product** which has left the custody or control of the **Insured** prior to the Retroactive Date, if any, stated in the **Schedule**.

8.5.10 **Professional Liability**

any breach of professional duty or wrongful or inadequate advice given separately for a fee.

8.5.11 **Recall**

(a) the recall of any **Product** or part thereof; or

(b) the recall of any product manufactured, distributed or handled by a customer of the **Insured** of which the **Product** becomes an ingredient or a component part.

8.5.12 **Repair or Replacement**

any costs and/or expenses incurred by or on behalf of the **Insured** in the repair, reconditioning or replacement of any **Product** or part thereof which is or is alleged to be defective.

8.5.13 **Rides**

any sale by or on behalf of the **Insured** of property consisting of rides, including fairground and amusement rides, and associated machinery, plant and equipment.

9 Employers' Liability Sub-Section

9.1 Operative Clause

The **Insurer** will cover the **Insured** for all sums they are legally liable to pay as damages (including claimants' costs, fees and expenses) for **Injury** to any **Employee** arising out of and in the course of that person's employment by the **Insured** in the **Business**, and arising from **Claims** made against the **Insured** in the **United Kingdom**, subject to Condition 7.3 and all other terms and conditions of this policy.

The cover granted applies only to such liability:

(a) **United Kingdom**

as is compulsorily insurable under the Employers' Liability (Compulsory Insurance) Act 1969 as amended and any corresponding legislation applicable in Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney, except as specially extended by this Sub-Section. Where the Policy Exclusions, Policy Conditions, Section Exclusions 6.2 and Section Conditions 6.3 would operate to provide less cover than is compulsory under the above Act, then this Sub-Section is extended to provide the cover compulsorily insurable subject always to the Limit of Liability stated in the **Schedule**.

(b) **Work Overseas**

as would otherwise be covered under the **United Kingdom** section above but for **Injury** caused to an **Employee** whilst temporarily engaged in non-manual work anywhere else in the world.

Provided that:

- (i) such **Employee** is ordinarily resident within the **United Kingdom**;
- (ii) the **Insurer** shall not provide cover in respect of any amount payable under Workmen's Compensation, Social Security or Health Insurance legislation;
- (iii) such temporary work does not exceed six (6) consecutive months in duration.

9.2 Defence Costs

The **Insurer** will also pay **Defence Costs**, provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any **Claim**, suit or proceedings. **Defence Costs** will be payable inclusive as part of and not in addition to the Limit of Liability as stated in the **Schedule**.

9.3 Trigger

This Sub-Section applies where **Injury** is caused during the **Period of Insurance**. In the case of an accident or exposure to harmful conditions manifesting itself as **Injury** after the **Employee** has left the employ of the **Insured**, this policy will apply, subject to all the terms and conditions of this policy, to such **Injury** regardless of whether this policy is still in force at the time of such manifestation.

9.4 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

9.4.1 **Cover for Principals**

To the extent that any contract or agreement entered into by the **Insured** with any principal so requires, the **Insurer** will, at the request of the **Insured**:

- (a) cover the **Insured** against loss in respect of liability assumed by the **Insured**;
- (b) cover the loss of the principal in like manner to the **Insured** in respect of the liability of the principal;

arising out of the performance by the **Insured** of such contract or agreement.

Provided always that:

- (i) the conduct and control of **Claims** is vested in the **Insurer**;
- (ii) the principal shall observe fulfil and be subject to all the terms and conditions of this policy.

Cover for any principal shall only apply in respect of liability for which the **Insured** would have been entitled to cover if the **Claim** had been made directly against the **Insured**.

For purposes of this extension the term principal shall include any partner, co-venturer, subsidiary or affiliated or parent company to the principal but only to the extent that the contract between the principal and the **Insured** requires these additional parties to be covered in a like manner to the **Insured**.

9.4.2 **Asbestos**

Despite Policy Exclusion 3.1 – Asbestos, this Sub-Section will apply, subject to all its terms and conditions, to liability arising from asbestos or materials or products containing asbestos to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom**, and subject to the sub-limit of liability specified in the **Schedule**.

9.4.3 **Cyber**

Despite Policy Exclusion 3.3 – Cyber, this Sub-Section will apply, subject to all its terms and conditions, to liability arising from electronic means (including failure or impairment of any computer or other electronic device, computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon) to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom**.

9.4.4 **Terrorism**

Despite Policy Exclusion 3.6 – Terrorism, this Sub-Section will apply, subject to all its terms and conditions, to liability arising from **Terrorism** to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom**, and subject to the sub-limit of liability specified in the **Schedule**.

9.4.5 **Unsatisfied Court Judgements**

Where a Judgement for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee**:

- (a) in respect of **Injury** sustained by the **Employee** arising out of and in the course of employment by the **Insured** in the **Business** during the **Period of Insurance**; or
- (b) against any company or individual, other than the **Insured**, operating from or resident in premises within the **United Kingdom**; and
- (c) such Judgement remains unsatisfied in whole or in part six (6) months after the date of judgement;

then at the request of the **Insured**, the **Insurer** will pay to the **Employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- (i) there is no appeal outstanding;
- (ii) if any payment is made by the **Insurer**, the **Employee** or the said legal personal representatives shall assign the Judgement to the **Insurer**;
- (iii) the legal proceedings (in which the Judgement was obtained) were commenced during the **Period of Insurance** in order to receive such damages;
- (iv) the **Insurer** would have covered the **Insured's** liability if the **Claim** had been made under this Sub-Section;
- (v) the **Insured** notified the **Insurer** that the **Employee** intends to commence proceedings and the **Insurer** agrees to provide cover in respect of those proceedings;
- (vi) the Judgement is made by any Court of Law in the **United Kingdom** or the European

- Union;
- (vii) the liability of the **Insurer** for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the **Schedule**; and
 - (viii) if the **Employee** receives any damages or costs after the **Insurer** has paid for them, the **Employee** must return the amount to the **Insurer**.

9.5 Exclusions

This policy does not apply to or include cover for or arising out of or relating to:

9.5.1 Airside

any work undertaken in, on or within any aircraft, aerospace system or airport.

9.5.2 Offshore

any work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform.

9.5.3 Road Traffic Act

legal liability in respect of which compulsory insurance or security is required to be arranged under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.

9.6 Condition

9.6.1 Employers' Liability Tracing Office Notice

Certain information relating to this Sub-Section, namely:

- (a) the Policy Number;
- (b) employers' names and addresses, including subsidiaries and any relevant changes of name;
- (c) coverage dates and;
- (d) if relevant, the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers;

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by the **Insured** that the above named information provided to the **Insurer** will be processed by the **Insurer** for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the **United Kingdom** for employers carrying on, or who carried on, business in the **United Kingdom**, to identify an insurer or insurers that provided employers' liability insurance.

10 Professional Indemnity Sub-Section

10.1 Operative Clause

The **Insurer** will cover the **Insured** for all sums they are legally liable to pay as damages (including claimants' costs, fees and expenses), subject to Condition 7.3 and all other terms and conditions of this policy, in respect of **Claims** arising out of the conduct of the **Business** and made against the **Insured** in the **United Kingdom**, for breach of a professional duty of care consisting of:

- (a) any negligent act, negligent error or negligent omission by the **Insured** or by any **Employee** or by any other person, firm or company directly appointed by and acting for or on behalf of the **Insured**;
- (b) any dishonest or fraudulent act or omission, but only on the part of any **Employee**;
- (c) libel or slander committed unintentionally but only by the **Insured** or by any **Employee**;
- (d) any unintentional:
 - (i) breach of confidentiality; or
 - (ii) loss of a **Document**; or
 - (iii) passing-off or infringement of intellectual property rights including copyright, design right, trade mark, know how, broadcasting right, domain name or personality right; committed by the **Insured** or by any **Employee** or by any other person, firm or company directly appointed by and acting for or on behalf of the **Insured**;
- (e) any other civil liability unless excluded herein.

10.2 Defence Costs

The **Insurer** will also pay **Defence Costs**, provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any **Claim**, suit or proceedings. **Defence Costs** will be payable inclusive as part of and not in addition to the Limit of Liability as stated in the **Schedule**.

10.3 Trigger

This Sub-Section applies only to **Claims** first made against the **Insured** during the **Period of Insurance**, and notified to the **Insurer** during the **Period of Insurance** or within the number of days of the expiry date of the policy stated in the **Schedule** in accordance with Condition 6.3.2 – Claim Notification, arising from any act, error or omission occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the policy.

However, this Sub-Section does not apply to any **Claim** that is covered under any subsequent insurance the **Insured** acquires, or would be covered but for the exhaustion of the Limit of Liability applicable to such **Claim**.

10.4 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

10.4.1 Data Protection Act 2018

This Sub-Section extends to cover the **Insured** for legal liability in respect of any **Claim** for compensation under Section 168 of the Data Protection Act 2018 in respect of any breach of professional duty by the **Insured** or anyone acting on their behalf in the scope of the **Insured's Business**.

Cover in respect of such **Claims** shall be available only under the terms and conditions of this extension and nowhere else in this policy.

This extension applies where **Claims** are made against the **Insured** during the **Period of Insurance** arising from a breach of professional duty occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the policy. If a circumstance occurring subsequent to the Retroactive Date and before the expiry date of the policy is notified in accordance with Condition 6.3.2 – Claim Notification, the **Insurer** will not deny any subsequent **Claim** arising out of that circumstance solely because the **Claim** was made after the expiry date of the policy.

The **Insurer's** liability under this extension shall be limited to £250,000 each and every **Claim** and in the aggregate (including defence costs and expenses), which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

The **Excess** under this extension shall be £1,000 each and every **Claim** and shall be applicable to **Defence Costs**.

Additional Exclusions

The **Insurer** shall not provide cover:

- (a) against liability caused by or arising from bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or the death of any person;
- (b) against liability caused by or arising from any damage to or destruction or loss of any property including loss of use;
- (c) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this policy if the result could have been expected having regard to the nature and circumstances of such act or omission;
- (d) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in Data Protection Act 2018;
- (e) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or
- (f) against liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

Fee Payment Condition

It may the **Insured's** ability to make a **Claim** under this policy if the **Insured** has not paid any fees required to be paid by any data protection authority

10.4.2 **Repair, Replacement or Reconstitution of Documents**

The **Insurer** will cover the **Insured** against loss in respect of the necessary costs of repair, replacement or reconstitution of any **Document** which has been unintentionally destroyed, damaged, lost or mislaid and which after diligent search cannot be found. Cover only applies where the loss, destruction or damage is notified to the **Insurer** during the **Period of Insurance**. This extension shall not apply to stamps, currency, bank notes and instruments, travellers cheques, cheques, postal orders, money orders, securities and the like.

The word 'necessary' as used above shall be understood to include that the loss of such **Document** must be such as will imminently give rise to a **Claim** being made against the **Insured** for damages if nothing further is done to prevent it or that such a **Claim** has already been made.

This extension excludes the repair, replacement or reconstitution of any **Document** as a result of an order of any government or public or local authority or where loss, destruction or damage results from **Wear and Tear**, the action of vermin, gradual deterioration or magnetic flux or loss of magnetism, except where caused by lightning.

The **Insurer's** liability under this extension shall be limited to £250,000 any one **Occurrence** and in the aggregate which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

The **Excess** stated in the **Schedule** shall not apply to this extension.

10.5 **Exclusions**

This policy does not apply to liability arising directly or indirectly out of:

10.5.1 **Abuse**

the actual or alleged physical, sexual or psychological abuse of any person or the failure to prevent the same.

- 10.5.2 **Damage**
Damage.
- 10.5.3 **Deliberate or Reckless Acts**
any deliberate or reckless breach, act, omission or infringement committed, condoned or ignored by the **Insured**.
- 10.5.4 **Depreciation of Investments**
depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets or any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments or in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by the relevant statutory authority.
- 10.5.5 **Directors, Officers or Trustees**
the liability of the **Insured** in their respective capacities as a director, officer and/or trustee.
- 10.5.6 **Employer Obligations**
any breach of any obligation owed by the **Insured** as an employer to any **Employee** or former **Employee** or applicant for employment.
- 10.5.7 **Fraudulent Acts**
the dishonest or fraudulent act or omission of any former or present partner, principal, director, member, consultant or sub-contractor of the **Insured**:
- (a) in respect of any person committing or condoning such dishonest or fraudulent act or omission;
 - (b) in the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives;
 - (c) arising after the discovery of justifiable cause for suspicion of dishonesty or fraud by the dishonest or fraudulent person or persons; or
 - (d) in the amount equivalent to:
 - (i) any monies owed by the **Insured** to any person committing, condoning or contributing to the dishonest or fraudulent act or omission;
 - (ii) any monies held by the **Insured** and belonging to such person;
 - (iii) any monies recovered in accordance with Condition 10.6.1 – Dishonest or Fraudulent Claim Recovery.
- 10.5.8 **Infringement of Trade Secret or Patent**
any infringement of trade secret or patent.
- 10.5.9 **Injury**
Injury, mental anguish or mental stress of or to a person other than emotional distress arising from any libel or slander. This exclusion shall not apply to **Injury** directly caused by the provision of professional sports advice, coaching or instruction in connection with the **Business**.
- 10.5.10 **Insolvency**
the insolvency or bankruptcy of the **Insured**.
- 10.5.11 **Internet Business**
any **Business** conducted and/or transacted through the **Internet**, **Intranet**, **Extranet** and/or through the **Insured's** own website, **Internet** site, web-address and/or through the transmission of electronic mail or documents by electronic means. This exclusion shall not apply if the liability to the **Insured** would have attached in the absence of the fact that the

Business was conducted and/or transacted through the **Internet, Intranet, Extranet** and/or through the **Insured's** own website, **Internet** site, web-address and/or through the transmission of electronic mail or documents by electronic means.

10.5.11 **Joint Ventures**

any association or joint venture conducted with any third party other than in respect of any **Claim** or circumstance arising from the **Business**, provided that such **Claim** or circumstance emanates from a wholly independent third party.

10.5.12 **Mould or Fungus**

- (a) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind;
- (b) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins; or
- (c) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins.

10.5.13 **Pollution**

Pollution.

10.5.14 **Products**

any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, leased, loaned, free issued, altered or repaired by or on behalf of the **Insured**, other than food and drink provided mainly for consumption by **Employees**.

10.5.15 **Related Entities**

any circumstance concerning or **Claim** brought by or on behalf of the **Insured** or any parent or subsidiary company of the **Insured** or any person having a financial, executive or controlling interest in the **Insured** (unless the financial interest is less than five per cent (5%)) or by or on behalf of any entity controlled or managed by the **Insured** or where the **Insured** has greater than a five per cent (5%) financial interest or where the **Insured** has accepted a financial interest, irrespective of the amount, in any entity in exchange for fees incurred.

10.5.16 **Trading Losses**

any trading losses or trading liabilities incurred by the **Insured** or any business managed by or carried on by or on behalf the **Insured** or any guarantee given by the **Insured** for a debt.

10.5.17 **Transport or Property**

the ownership, possession or use of any aircraft, watercraft, hovercraft, motor vehicle, trailer or other means of transport or any buildings, structures, premises or land or any property (mobile or immobile).

10.5.18 **Warranties or Guarantees**

any performance warranty, guarantee, penalty clause, liquidated damages clause or similar provision unless the liability of the **Insured** would have existed to the same extent in the absence of such warranty, guarantee or clause or similar provision.

10.6 **Conditions**

10.6.1 **Dishonest or Fraudulent Claim Recovery**

Where a **Claim** or circumstance involves the dishonest or fraudulent act or omission of any

Employee of the Insured:

- (a) the **Insured** shall at the request and expense of the **Insurer** take all practical steps to obtain reimbursement from such person;
- (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from the **Insured** or any monies of such persons held by the **Insured** shall be retained by the **Insured** and allocated to reducing the amount of a **Claim**;
- (c) nothing in this policy shall preclude the **Insurer** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission;
- (d) no payment shall be made by the **Insurer** under this Professional Indemnity Sub-Section until after the final ascertainment of the amount of any recovery from the dishonest or fraudulent person or persons or their estates or legal representatives.

10.6.2 **Limit of Liability**

All **Claims** (including costs sought under Extension 10.4.1 Data Protection Act 2018 or Extension 10.4.2 Repair, Replacement or Reconstitution of Documents) whether made against or sought by one or more **Insured**, wholly or substantially arising from or having any connection with or relation to the acts, errors, omissions or breaches of a single person or persons acting together or in which such person or persons is or are concerned or implicated, shall be deemed to be one **Claim** (or single application for costs under the under Extension 10.4.1 Data Protection Act 2018 or Extension 10.4.2 Repair, Replacement or Reconstitution of Documents) for the purposes of deciding the applicable Limit of Liability and the application of the **Excess** under this Sub-Section. The **Insurer** shall be the sole judge as to whether the provisions of this condition shall operate in relation to any **Claim** or application for costs under Extension 10.4.1 Data Protection Act 2018 or Extension 10.4.2 Repair, Replacement or Reconstitution of Documents.

11 Directors & Officers Liability Sub-Section

11.1 Operative Clause

11.1.1 Directors Liability

The **Insurer** agrees to pay on the **Director's** behalf and as incurred loss arising from:

- (a) any claim made against the **Director** during the **Period of Insurance** by reason of a **Wrongful Act** committed by the **Director** in their capacity as such;
- (b) **Disqualification Proceedings** which are first ordered or commissioned during the **Period of Insurance**;
- (c) the **Director's** attendance at any **Investigation** which is first ordered or commissioned during the **Period of Insurance**;
- (d) the **Director's** attendance at any **Environmental Proceedings** which are first ordered or commissioned during the **Period of Insurance**;
- (e) any **Employment Claim** made against the **Director** during the **Period of Insurance** by any current, former or potential **Employee**

except to the extent that such loss is recoverable by the **Director** from the **Insured** under Operative Clause 11.1.2.

11.1.2 Insured's Reimbursement

The **Insurer** agrees to pay on the **Director's** behalf and as incurred loss arising from:

- (a) any claim made against the **Director** during the **Period of Insurance** by reason of a **Wrongful Act** committed by the **Director** in their capacity as such;
- (b) **Disqualification Proceedings** which are first ordered or commissioned during the **Period of Insurance**;
- (c) the **Director's** attendance at any **Investigation** which is first ordered or commissioned during the **Period of Insurance**;
- (d) the **Director's** attendance at any **Environmental Proceedings** which are first ordered or commissioned during the **Period of Insurance**;
- (e) any **Employment Claim** made against the **Director** during the **Period of Insurance** by any current, former or potential **Employee**

but only if and to the extent that the **Insured** shall be required or permitted to cover the **Director** pursuant to the law and by reason of any liability clause in the memorandum and articles of association, trust deed, constitution or charter of the **Insured**.

11.2 Limit of Liability and Excess

11.2.1 The **Insurer's** total aggregate liability under this Section in the **Period of Insurance** in respect of all loss, being the **Director's** legal liability for damages, legal costs, charges, expenses or judgements awarded against them, including **Director's Costs and Expenses** under Operative Clauses 11.1.1(a) and 11.1.2(a) and costs and expenses under all other Operative Clauses, shall not exceed the amount stated in the **Schedule**. Such limit will be inclusive of all Loss under Operative Clauses 11.1.1(a) and 11.1.2(a) for which the **Insurer's** total aggregate liability shall not exceed 25% of the amount stated in the **Schedule** or £250,000, whichever is the lesser.

11.2.2 The **Insurer** shall only be liable for that part of the loss which exceeds the **Excess**.

11.3 Extension

This extension is subject otherwise to the terms, exclusions and conditions of the policy.

11.3.1 Discovery

In the event that:

- (a) the **Insurer** refuses to renew this policy, for reasons other than non-payment of the

Premium to them or the failure, by the **Director** and/or the **Insured** to comply with or observe the terms, provisions and conditions of this policy; or

- (b) the **Insured** and/or any natural person with effective control of the **Insured** decline to accept the renewal terms offered by the **Insurer**.

The **Director** and/or the **Insured** shall have the right to a further single period of thirty (30) days from the expiry of the **Period of Insurance** but only in respect of loss arising from:

- (i) a **Wrongful Act** committed or attempted; and/or
- (ii) **Disqualification Proceedings** which are first ordered or commissioned; and/or
- (iii) an **Investigation** which is first ordered or commissioned; and/or
- (iv) **Environmental Proceedings** which are first ordered or commissioned;

prior to the expiry of the **Period of Insurance**.

The further period referred to in this extension is not applicable to the extent that other insurance policies have been purchased with the intention of providing equivalent cover for any part of such period.

11.4 Exclusions

The **Insurer** shall not be liable to pay or cover the **Director** and/or the **Insured** against loss:

11.4.1 Employers Liability

which results from bodily injury, mental injury, shock, sickness, disease, death or emotional distress sustained by any **Employee** arising out of and in the course of their employment by the **Director** and/or the **Insured**.

11.4.2 Dishonest, Malicious and Reckless Acts

arising out of:

- (a) the **Director's** actual dishonesty, fraud or malicious conduct; or
- (b) any wanton, willful, reckless or intentional disregard of the law.

11.4.3 Remuneration

to the extent of any remuneration of whatsoever nature due to the **Director** or any **Employee**.

11.4.4 Pollution

other than in respect of Operative Clauses 11.1.1(d) and 11.1.2(d), based upon, arising out of or resulting directly or indirectly from, in consequence of or in any way involving **Pollution**.

11.4.5 Prior and Pending Litigation

any circumstance, transaction or **Wrongful Act** underlying or alleged in any prior or pending litigation commenced prior to the Retroactive Date specified in the **Schedule**.

For the purposes of this exclusion "litigation" means any civil, administrative, regulatory or criminal proceedings or any investigation, examination, inquiry or disciplinary proceedings.

11.4.6 Bodily Injury / Property Damage

arising from any claim:

- (a) for bodily injury, illness or disease, mental injury, emotional distress, shock or sickness sustained by any person, other than emotional distress arising from any libel, slander or defamation;
- (b) for any loss, damage or destruction of property, including loss of use thereof.

11.4.7 Pension Funds

resulting directly from the **Director** acting in the capacity as trustee or administrator of any pension, retirement or superannuation scheme or program created for the benefit of the **Director** or that of an **Employee**.

11.4.8 **Takeover and Merger**

resulting from:

- (a) any **Wrongful Act** of the **Director** occurring; or
- (b) any **Disqualification Proceedings, Investigation or Environmental Proceedings** instigated:

after the effective date of the takeover or merger of the **Insured** by or with any other person or entity.

11.4.9 **Professional Duty to Third Parties**

arising from any claim made by any third party for any breach of any professional duty owed to such third party.

11.4.10 **Director or Insured against Director**

arising from any claim or claims made by against the **Director** by or on behalf of:

- (a) the **Insured**; or
- (b) any **Other Concern**; or
- (c) any other **Director** of the **Insured**

provided however that the **Insurer** shall pay:

- (i) loss arising from any claim brought or maintained by any **Director** of the **Insured** when such claim is made solely in that person's capacity as a tenant or general member of the **Insured**.
- (ii) loss arising from any claim brought or maintained by any **Director** of the **Insured** for contribution or cover if such claim directly results from the payment of any other loss under this Section.

11.5 **Conditions**

11.5.1 **Severability**

Nothing in the **Proposal** or otherwise known or done by any **Director** shall be imputed to any other person in determining any right or obligation of the **Director** or the **Insured** under this Section. In no case shall a **Director** be prevented from pursuing any point in their defence only because it is inimical to the interests of any other **Director**.

11.5.2 **Instructions**

Neither the **Director** or the **Insured** shall have any right to require cancellation of this Section or any material reduction in the cover afforded herein, and any such cancellation or reduction sought shall be granted only at and to the extent of the **Insurer's** absolute discretion and shall not be effected unless and until the **Insurer** is satisfied that such cancellation or reduction has been sanctioned by all **Directors** whose rights under this Section at the time are or may be affected thereby.

11.5.3 **Offering**

If during the **Period of Insurance** the **Insured** decides to make a public or private offering of its shares or other equity interest, the **Insured** shall provide the **Insurer** with any prospectus, offering statement or other relevant information to enable the **Insurer** to amend the terms, limitations, exclusions and/or conditions of this Section and/or to charge and additional premium, if so required.

11.5.4 **Multiple Directors**

The **Insurer's** liability under this Section shall be the liability specified therein which shall not be varied or deemed varied by virtue of the number or type of **Directors** or claims thereunder.

12 Personal Accident Section

12.1 Operative Clause

The **Insurer** will pay the applicable **Benefit** to an **Insured Person** who suffers **Injury** caused by an **Accident** during the **Period of Insurance** within the **United Kingdom** at a time when the person is actively taking part or travelling to undertake or perform **Sports/Activities** which results in:

- 12.1.1 **Death, Permanent Total Disablement or Permanent Partial Disablement;**
- 12.1.2 **Medical Expenses and Physiotherapy Sessions** being incurred at the recommendation of a **Medical Practitioner** for medical, Hospital, surgical, manipulative, massage, physiotherapeutic, psychological, psychiatric, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
- 12.1.3 Any temporary **Loss of Income** following temporary total disablement up to but not exceeding the maximum **Benefit** shown in the **Schedule** or 100% of the **Insured Persons** average weekly wage whichever is lower;
- 12.1.4 Any additional and necessary Travel Expenses incurred by the **Insured Person** in respect of the treatment of **Medical Expenses**;
- 12.1.5 Any **Broken Bones** consisting of a fracture to one (1) or more of the following:
 - (a) Arm (Humerus, Radius, Ulna) or Hand & Wrist (Carpals)
 - (b) Cheek Bone (Maxilla, Malar)
 - (c) Collar Bone
 - (d) Finger, Thumb or Toe
 - (e) Hip
 - (f) Leg (Femur, Tibia, Fibula), Ankle & Foot (Tarsals) or Kneecap (Patella)
 - (g) Skull
- 12.1.6 Reimbursement of **Emergency Dental Expenses** incurred in respect of dental treatment required by a **Medical Practitioner**. This benefit shall not be operative in respect of loss of or damage to dentures, bridges, crowns, braces or similar dental equipment;
- 12.1.7 **Hospitalisation** which is independent of illness or any other cause and results in Hospital Confinement, within twelve (12) calendar months from the date of the **Accident**;
- 11.1.9 **Rehabilitation and Retraining Expenses** for costs incurred to rehabilitate and/or retrain the **Insured Person** for an alternative occupation.

The amount of the **Benefit** available for each of **Death, Permanent Total Disablement, Permanent Partial Disablement, Loss of Income** and **Medical Expenses** is set out in the **Schedule**. The **Benefits** are selectable individually by the **Insured**. Please check the **Schedule** to see which **Benefits** are covered.

12.2 Conditions

- 12.2.1 The **Insured Person** must give written notice to the **Insurer** as soon as practicably possible of any **Accident** or other event which may give rise to a **Claim** under this Section.
- 12.2.2 To be eligible for payment, the **Insured Person** must make a **Claim** for a covered **Benefit** within the **Claim Time Limit**. Any subsequent claims by that **Insured Person** for further covered **Benefits** arising out of the same **Accident** will be deemed to have been made within the **Claim Time Limit**.
- 12.2.3 Where an **Insured Person** claims for more than one **Benefit** arising out of the same **Accident**, the **Insurer** shall not pay more in total than the amount of the single most valuable **Benefit**.
- 12.2.4 The **Insurer** shall not pay more than the **Benefit** stated in the **Schedule** for **Permanent Partial Disablement** arising out of any one **Accident** regardless of the number of conditions diagnosed in the **Insured Person**.
- 12.2.5 The **Benefit** for **Loss of Income** shall be payable per week after expiry of the **Excess Period** and for the Maximum Duration stated in the **Schedule** whether or not the weekly payments

are consecutive but shall never exceed the net weekly earnings of the **Insured Person** regardless of the amounts stated in the **Schedule**.

- 12.2.6 The **Benefit** for **Medical Expenses** shall be limited to reimbursement of the **Medical Expenses** actually incurred by the **Insured Person** in the twelve (12) months following the **Accident**, up to the amount specified in the **Schedule** but not including the **Excess** stated in the **Schedule** which shall be payable either by the **Insured** or the **Insured Person**.
- 12.2.7 The **Benefit** for **Physiotherapy Sessions** is subject to the recommendation of a **Medical Practitioner** and the **Insurer's** prior written approval being obtained.
- 12.2.8 The **Benefit** for **Rehabilitation and Retraining Expenses** shall be subject to the **Insurer's** prior written approval being obtained following an **Injury** which results in the **Permanent Total Disablement Benefit** amount becoming payable for an **Insured Person**.
- 12.2.9 The **Insured Person** shall as often as required submit to medical examination by a **Medical Practitioner** at the **Insurer's** expense in connection with any **Claim**. This includes any autopsy. If the **Insured Person's Medical Practitioner** and the **Insurer's Medical Practitioner** are not able to agree on a diagnosis, they shall name an independent **Medical Practitioner** to provide a written opinion on the matter at the **Insurer's** expense.
- 12.2.10 It may impact the **Insured's** ability to make a **Claim** if the **Insured Person** does not comply with the medical advice of his or her **Medical Practitioner**, including advice in relation to the taking of medication and participation in any rehabilitation programme.
- 12.2.11 Where the **Insured Person** has disappeared and the **Death Benefit** is payable, the person or persons to whom the **Benefit** is paid shall sign an undertaking to refund it to the **Insurer** if the person(s) is found to be alive.
- 12.2.12 If the **Occurrence Aggregate Limit** is exceeded, the liability of the **Insurer** in respect of each **Insured Person** claiming in respect of the relevant **Occurrence** shall be proportionately reduced until the total does not exceed that limit.
- 12.2.13 If the **Travel Accumulation Limit** is exceeded, the liability of the **Insurer** in respect of each **Insured Person** travelling in the relevant vehicle shall be proportionately reduced until the total does not exceed that limit.

12.3 Exclusions

This policy does not apply to or include cover for or arising out of or relating to:

- 12.3.1 any person over the age of eighty (80) at the time of the **Accident**;
- 12.3.2 any person committing, or attempting to commit, suicide or any act of intentional self-harm or self-exposure to needless event (except in an attempt to save human life);
- 12.3.3 any person taking part in civil commotion or riot of any kind;
- 12.3.4 any person committing any criminal or unlawful act;
- 12.3.5 any person engaging in active service in the armed forces of any nation;
- 12.3.6 any actual or threatened malicious use of pathogenic or poisonous biological or chemical materials by any person;
- 12.3.7 the intoxication of any person by means of alcohol or other drugs;
- 12.3.8 any medical condition of the any person which was in existence before the start of the **Period of Insurance**;
- 12.3.9 the **Excess** or **Excess Period** stated in the **Schedule**.

