



X^L Insurance

Sport & Leisure

Policy

Sport & leisure Combined Liability Insurance

Form: CSL - 0523 - POLICY - COUNTYCOVER - FINAL



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1 Introduction

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

This **Policy** consists of the Policy Definitions, Extensions, 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 Marsh Sport 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

Marsh Sport

Office: 1 Tower Place West, Tower Place, London, EC3R 5BU, United Kingdom

email: marshsport@marsh.com

Website: www.marshsport.co.uk/ngis

Telephone: 0345 872 5060

1.2 Policy Format

Upon request Marsh Sport can provide Braille, audio or large print versions of the **Policy** and the associated documentation. If **You** require an alternative format **You** should contact Marsh Sport through whom this **Policy** was arranged.

1.3 Fair Processing Notice

For information about how AXA XL Insurance Company UK Limited processes **Your** personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

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

Employers' Liability Tracing Office Notice (ELTO)

Certain information relating to **Your Schedule** or **Policy**, namely:

- (a) the **Policy** number(s),
- (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).

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.



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.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768

XL Catlin Services SE

XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited in connection with this **Policy**. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office, Wolf Tone House, Wolf Tone Street, Dublin 1, D01 HP90, Ireland.

Registered in Ireland Number 659610.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate

Marsh Sport

Marsh Sport is a trading name of Marsh Ltd. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

Registered Office, 1 Tower Place West, Tower Place, London, EC3R 5BU

Registered in England and Wales Number 1507274

1.5 **Premium Payment**

The premium must be paid in full within thirty (30) days of inception of this **Policy** (or, in respect of instalment premiums, when due).

If the premium due under this **Policy** has not been so paid by the end of the 30th day from the inception of this **Policy** (and, in respect of instalment premiums, by the date they are due) **We** shall have the right to cancel this **Policy** in accordance with the Cancellation and Cooling-off Provisions.

1.6 **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.

1.7 **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.

1.8 **Cancellation and Cooling-Off Provisions**

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

You are entitled to cancel this **Policy** by notifying Marsh Sport in writing, be email or by telephone within fourteen (14) days of either:

(i) the date **You** receive this **Policy**; or



(ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a **Claim** in which case the full annual premium is due.

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

You are entitled to cancel this **Policy** after the cooling-off period by notifying Marsh Sport in writing, 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** in which case the full annual premium is due.

(c) **Our Right to Cancel**

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

- (iii) any failure by **You** to pay the premium; or
- (iv) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (v) 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.

(d) **Immediate Cancellation**

We shall give immediate notice to **You** and, unless otherwise agreed in writing by the **Us**, all sections of this **Policy** will immediately and automatically be cancelled, in the event of any of the following:

- (i) 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 **You** or the making of any court order to that effect;
- (ii) 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 **Your** assets;
- (iii) the suspension by **You** of payment of its debts or any threat by **Us** to do so or the entering into of a voluntary arrangement or other scheme of composition with **Your** creditors; or the equivalent court application, order, appointment or arrangement in any jurisdiction in which **You** may be domiciled or any territory within the specified territory or territories.

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

In such cases, **You** shall be entitled to the return of a proportionate part of the premium as per (c) above.

1.9 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**.



1.10 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.

1.11 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.

1.12 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.



1.13 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 Marsh Sport 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 Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

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 Department 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
United Kingdom

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

+44 (0)20 7964 0500

Fax Number: +44 (0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

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

1.14 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.



1.15

Sanctions

We 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.



2 Policy Definitions

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

2.1 **Abuse** means circumstances where:

- (a) **You** had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental, and/or spiritual) of the victim and **You** were in breach of this duty to protect those in its care either through negligence or vicariously for the acts and/or omissions of **Your Employees**, members, volunteers, etc.
- (b) **Abuse** may be physical, sexual or psychological in nature.

Abuse includes:

- (a) behaviour which sexualises the victim and uses the victim for sexual gratification.
- (b) the sexual interaction between two minors if there is a perceived difference in power between the victim and the **Abuser**.
- (c) the imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, but this would not include a single incidence of physical assault.
- (d) the deliberate pre-meditated maltreatment by an individual in a position of responsibility.

Abuse does not include:

- (1) schoolyard and workplace bullying; or
- (2) treatment/nursing malpractice or any error or omission in the provision of nursing or care treatment.

2.2 **Abuser** means the individual or group of people acting in collusion who commit or is alleged to have committed any act of **Abuse**, a series of acts of **Abuse** or attempt at **Abuse**.

2.3 **Business** means a sporting association, including the activities of affiliated member sports clubs, leagues or entities as stated in the **Schedule**. The **Business** includes all activities connected with the **Sport** or activity including responsibilities as landlord, tenants, property owners and organisers of social and fund-raising activities.

For the purposes of the Professional Liability Section **Business** means only the professional services performed or the advice given by **You** in relation to those activities stated in the **Schedule**.

2.4 **Claim** means:

- (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**.

2.5 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

2.6 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.



- 2.7 **Cyber Incident** means:
- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 2.8 **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action.
- 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 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- 2.11 **Death** means death and shall include disappearance provided that the person concerned is not found within twelve (12) months of disappearing and all evidence shows that it is more likely than not that the person has died.
- 2.12 **Defence Costs** means costs, fees and expenses incurred by or on **Your** behalf 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) **Your** 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 **You** or in an appeal against **Your** conviction.
- Defence Costs** will be payable inclusive as part of and not in addition to any Limit of Liability as stated in the **Schedule**.
- 2.13 **Document** means records arising from the **Business**, whether kept in paper, magnetic or electronic form, for which You are legally responsible, whilst in **Your** custody or in the custody of any person other than the owner to or with whom they have been entrusted, lodged or deposited by **You** in the ordinary course of the **Business**.
- 2.14 **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.
- 2.15 **Employee** means any:
- (a) person under a contract of service or apprenticeship with **You**;
 - (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 **You**; or
 - (f) person undertaking study or work experience, voluntary work or a youth training scheme with **You**;
- working for **You** and under **Your** control in connection with the **Business**.
- For the purposes of the Professional Liability Section **Employee** does not include any partner, principal,



director or member of **Yours**.

- 2.16 **Endorsement** means a change in the terms and conditions of this **Policy** agreed by the **Insurer** that can extend or restrict cover.
- 2.17 **Excess** means the first part of each and every **Claim**, for which **You** are responsible as stated in the **Schedule**.
- 2.18 **Extranet** means a restricted-access group of inter-connected networks accessible through 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.
- 2.19 **Governing Body** means the County Football Association named in the **Schedule**.



2.20 **Hazardous Activities** means any activity which involves an increased risk of **Injury** and/or **Damage** and includes, but is not limited to the activities or facilities listed below:

- abseiling
- horse riding
- quad biking
- amusement rides
- hot air ballooning
- reverse bungee
- ballooning
- inflatables
- rock climbing
- bar fly
- jet skiing
- sailing
- boating
- kayaking
- offshore activities
- snowboarding
- canoeing
- sand yachting
- scuba diving/sub aqua sports
- bonfires
- martial arts
- bouncy castles
- microlighting
- skiing
- boxing
- motor vehicle/bike racing
- sky diving
- bungee jumping
- mountaineering
- shooting
- offshore activities
- snowboarding
- canoeing
- paint ball
- speed boating
- caving
- parachuting
- surfing
- clay pigeon shooting
- paragliding/parasailing
- survival training courses
- extreme sports
- parascending
- wall climbing
- fairground rides
- physical team building
- water skiing
- fireworks
- exercises
- white-water rafting
- go karts
- pot holing
- wind surfing
- hang gliding
- power boating
- zorbing
- bungee running

2.21 **Injury** means

- (a) accidental:
- (i) death, bodily injury, illness, disease or medically recognised psychiatric injury of or to a person;
 - (ii) trespass, nuisance, invasion of the right of privacy or interference with any right of way, air, light, water or other easement;
- (b) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

2.22 **Insured / You / Your** means:

- (a) the County Football Association as stated in the **Schedule** and/or current affiliated leagues and/or clubs and/or members at no higher than Step 5 of the **National League System** and/or Step W1 of the **Women's Football Pyramid**, who have applied to and been accepted by **Countycover**
- (b) any director and/or executive officer and/or committee member and/or office-holder and/or **Employee** of 2.18 (a) above, but only whilst acting within the scope of their duties in that capacity;
- (c) any registered **Member** and/or voluntary worker of 2.18 (a) above, but only whilst acting in connection with the activities of 2.18 (a) above and whilst conforming to the rules and by-laws of 2.18 (a) above. The **Member** will only be entitled to reimbursement under this **Policy** to the extent that the **Member** is not entitled to reimbursement under any other policy of insurance;
- (d) any owner of plant in respect of the hire of said plant to **Your** club, but only to the extent required under written contract or agreement;

provided that if reimbursement is extended to any party described in paragraphs (a), (b), (c) or (d) above that party will be subject to the terms of this **Policy** so far as they can apply and in any event **Our** Liability will not exceed the applicable Limit of Liability specified in the **Schedule**

2.23 **Insured Person** means **You** or any partner, director or **Employee**.

2.24 **Insurer / We / Us/Our** means AXA XL Insurance Company UK Limited.



- 2.25 **Internet** means the worldwide group of inter-connected networks accessible through 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.
- 2.26 **Intranet** means one or more inter-connected networks with restricted access to **You** through 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.
- 2.27 **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.
- 2.28 **Period of Insurance** means the period stated in the **Schedule**.
- 2.29 **Policy** means this document, the **Schedule** and **Endorsements**.
- 2.30 **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.
- 2.31 **Product** means any tangible property after it has left the custody or **Your** control which has been, sold, supplied, distributed, leased, loaned or free issued by **You** or on **Your** behalf. **Product** does not include food and drink provided mainly for consumption by **Employees**.
- 2.32 **Member** means any member, temporary player or other person actively engaged in and appropriately registered for the purpose of playing the **Sport** or activity specified in the **Schedule**.
- 2.33 **National League System** means the seven levels (Steps) of the English football league system immediately below the level of the Premier League and The Football League.
- 2.34 **Countycover** means the **Countycover** Liability Insurance Scheme underwritten by **Us**.
- 2.35 **Schedule** means the document entitled **Schedule** and/or **Evidence of Cover** that relates to and forms part of this **Policy**.
- 2.36 **Sport** means being physically engaged in the sport of association football/soccer and includes all official activities connected with that sport which have been sanctioned by the **Governing Body**.
- 2.37 **Territorial Limits** means:
- (a) the **United Kingdom**;
 - (b) elsewhere in the world in respect of;
 - (i) any act or omission occurring within the territories specified in a) above;
 - (ii) the acts or omissions of persons normally resident in the territories specified in a) above but temporarily engaged in the **Business** outside those territories;unless otherwise specified in the **Schedule**.
 - (c) elsewhere in the world excluding the United States of America and Canada, their territories, possessions, dependencies or protectorates in respect of **Bodily Injury** or **Property Damage** caused by **Products**, unless otherwise specified in the **Schedule**.
- 2.38 **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.
- 2.39 **Trustee** means a duly appointed trustee or committee member of the **Insured**.
- 2.40 **United Kingdom** means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
- 2.41 **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.



- 2.42 **Wrongful Act** means any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by a **Trustee** in their capacity as such in connection with the **Business**.
- 2.43 **Women's Football Pyramid** means the tiers of the English Women's Football Pyramid.



3 Policy Extensions

All the individual Liability Policy Sections are subject to the following extensions except where stated below.

3.1 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 10% of the total turnover of the **Insured**;
- (b) the **Insured** shall notify the **Insurer** in writing as soon as practicably possible but no later than ninety (90) days 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.

3.2 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 6 Public Liability Sub-Section, 7 Product Liability Sub-Section and 8 Employers' Liability Sub-Section of this **Policy**:

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

3.3 Cover for Others

The cover granted under the Public Liability and Product Liability 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 always that all such persons or parties shall observe, fulfil and be subject to the terms of this **Policy** so far as they can apply.



4 Policy Exclusions

All the individual Policy Sections are subject to the following exclusions.

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

4.1 **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.

4.2 **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.
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

4.3 **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.

4.4 **Coronavirus**

Notwithstanding any other provision, no cover is provided under this **Policy** for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from 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.

4.5 **Cyber**

- (a) **Cyber Loss;**
- (b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

This exclusion does not apply to the cover provided by 6 Public Liability Sub-Section 6.4 Extensions (c)



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4.6 **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 6 Public Liability Sub-Section 6.4 Extensions (c) **Error! Reference source not found.** or 9 Professional Liability Sub-Section 9.4 Extensions (a) Data Protection Act 2018

4.7 **Known Prior Circumstances**

Circumstances which the **Insured** or person insured knew or ought to have known was likely to give rise to a **Claim** prior to the inception date of this **Policy**.

4.8 **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.

4.9 **Punitive Damages**

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

4.10 **Radioactive Contamination**

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

4.11 **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.

4.12 **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;



4.13 **War**

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



5 Policy Conditions

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

5.1 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 reasonably 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.

5.2 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 Section Trigger is shown as Claims Made and Notified in the **Schedule** if a circumstance occurring subsequent to the 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 Policy 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**.

The **Insurer** shall be entitled to refuse to pay any **Claim** under this Policy ,if such notice is not received.

5.3 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 the **Insured** or any person insured fails to do so.

5.4 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**.

5.5 Insured's Obligations

It is an important condition to the **Insurer's** liability, under this **Policy**, that the **Insured** will 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 practicable steps to prevent and minimise accidents, loss, injury and damage;
- (c) take all practicable steps to maintain property in a good state of repair;
- (d) take reasonable care in the selection and supervision of **Employees**; and
- (e) maintain accounts with a complete record of purchases and sales.

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



5.6 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 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 Section, the **Insurer's** total liability in respect of that **Occurrence** for all of the Sections combined shall not exceed the largest single Limit of Liability available under such Sections.

Where an Occurrence Limit is shown as being protected then for any **Occurrence** which involves liability under more than one Section, each Section shall not be affected or eroded by loss under any other Section.

(c) Aggregate

Where an aggregate Limit of Liability is stated in the **Schedule** to apply, the **Insurer's** total liability to pay damages (including claimants' costs, fees and expenses) 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 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**. Where the Limits of Liability are subject to Occurrence Limit – Combined in accordance with Policy Condition 5.6(b), only the largest **Excess** of the relevant Sections shall apply in the event of a loss under more than one 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**.

5.7 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.

5.8 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.



5.9 **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.

5.10 **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.

5.11 **Survey and Risk Improvements**

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

- (a) the **Insured** shall allow the **Insurer** and its representatives access to any premises used in connection with the **Business** for the purpose of carrying out that survey within any timeframe specified by the **Insurer** at the time this **Policy** was issued, failing which the **Insurer** shall be entitled to impose additional terms and conditions or withdraw cover;
- (b) the **Insurer** shall have the right to:
 - (i) terminate cover under this **Policy** by giving seven (7) days' written notice to the **Insured** 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.

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

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 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 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**.



6 Public Liability Sub-Section

6.1 Operative Clause

Subject to cover being granted in the **Schedule** 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 within the **Territorial Limits** and the **Period of Insurance**, subject to all other terms and conditions of this **Policy**.

6.2 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**.

6.3 Trigger

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

6.4 Extensions

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

(a) Contingent Motor Liability

Exclusion 6.5(h) **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:

- (i) 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;
- (ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer; or
- (iii) 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;

(b) Cross Liabilities

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.

(c) Data Protection Legislation

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 5.2 – 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 GBP 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 GBP 1,000 and shall be applicable to **Defence Costs**.

Additional Exclusions

The **Insurer** shall not provide cover:

- (i) 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;
- (ii) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in Data Protection Act 2018;
- (iii) 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
- (iv) 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 **Policy**, if the **Insured** has not paid any fees required to be paid by any data protection authority.

(d) **Overseas Personal Liability**

This 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:

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

(e) **Sudden Pollution**

Exclusion 6.5(i) **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 **Policy**:

- (i) if the **Insured** has not taken all practicable steps to prevent **Pollution**; or
- (ii) 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**.



(f) **Work Overseas**

The **Insurer** will cover the **Insured** under this 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:

- (i) any person temporarily engaged by the **Insured**; and
- (ii) 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.

(g) **Cyber**

Despite Policy Exclusion **Error! Reference source not found. Error! Reference source not found.**, this Section shall extend to include liability of the **Insured** arising out of 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.

The **Insurer's** liability under this extension for all **Occurrences** combined throughout the **Period of Insurance** shall not exceed GBP 25,000 for any one **Claim** and in the aggregate which shall be part of and not in addition to the Limit of Liability stated in the **Schedule**.

6.5 **Exclusions**

This **Policy** does not apply to or include cover for loss, damage, liability, cost or expense arising out of or relating to:

(a) **Abuse**

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

(b) **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).

(c) **Airside**

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

(d) **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:

- (i) clothing and personal effects of **Employees** and visitors;
- (ii) 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
- (iii) premises tenanted by the **Insured** but always excluding liability for **Damage**:
 1. arising out of any perils which the tenancy agreement requires the **Insured** to insure against;



2. to any property which the tenancy agreement requires the **Insured** to insure; or
3. 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.

(e) **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.

(f) **Deliberate or Reckless Failure to Avoid Injury or Damage**

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

(g) **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.

(h) **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.

(i) **Pollution**

Pollution.

(j) **Products**

Any **Product**.

(k) **Professional Liability**

any breach of professional duty.

(l) **Participant to Participant Claims – Contact Sports**

any **Injury** or **Damage** suffered by one (1) 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).

6.6 **Condition**

(a) **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**.



7 Product Liability Sub-Section

7.1 Operative Clause

Subject to cover being granted in the **Schedule** 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 connection with any **Product** and arising from **Claims** made against them within the **Territorial Limits** and the **Period of Insurance**, subject to 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 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**.

(a) 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:

- (i) 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
- (ii) publication (oral or written) of material that violates a person's right of privacy; or
- (iii) wrongful use of another's advertising idea or infringement of another's trading style; or
- (iv) 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 GBP 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**.

(b) 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 GBP 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 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 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.

- (c) **Cross Liabilities**

Each person or party specified as the **Insured** in the **Schedule** is separately covered under this 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.

- (d) **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 Section.

- (e) **Sudden Pollution**

Exclusion 7.5(g) **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 **Policy**:

- (i) if the **Insured** has not taken all practicable steps to prevent **Pollution**; or
- (ii) 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**.

- (f) **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**.

7.5 **Exclusions**

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

- (a) **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.

- (b) **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:

- (i) clothing and personal effects of **Employees** and visitors;
- (ii) 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

- (iii) 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.

(c) **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:

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

(d) **Deliberate or Reckless Failure to Avoid Injury or Damage**

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

(e) **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.

(f) **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.

(g) **Pollution**

Pollution.

(h) **Products**

any **Damage** to any **Product**.

(i) **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**.

(j) **Professional Liability**

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

(k) **Recall**

- (i) the recall of any **Product** or part thereof; or
- (ii) 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.



(l) **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.

(m) **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.



8 Employers' Liability Sub-Section

8.1 Operative Clause

Subject to cover being granted in the **Schedule** 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** and arising from **Claims** made against them within the **Territorial Limits** and the **Period of Insurance**, subject to all other terms and conditions of this **Policy**.

The **Insurer's** liability under this Section in respect of any one **Claim** against **You** or series of **Claims** against **You** arising out of one **Occurrence** shall not exceed the applicable Limit of Liability specified in the **Schedule**.

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 Section. Where the Policy Exclusions and Policy Conditions would operate to provide less cover than is compulsory under the above Act, then this 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.

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 in addition to or inclusive of the Limit of Liability as stated in the **Schedule**. Where **Defence Costs** are payable in addition to the Limit of Liability, if the amount required in settlement of the third party **Claim** is greater than the Limit of Liability available in respect of such **Claim**, then the **Insurer** will not pay more than its corresponding proportional share of the associated **Defence Costs**.

8.3 Trigger

This 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.

8.4 Extensions

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

(a) **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**:

- (i) cover the **Insured** against loss in respect of liability assumed by the **Insured**;



- (ii) 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**.

(b) **Terrorism**

Despite Policy Exclusion 4.11 **Terrorism**, this 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**.

(c) **Asbestos**

Despite Policy Exclusion 4.1 **Asbestos**, this 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**.

(d) **Cyber**

Despite Policy Exclusion **Error! Reference source not found. Error! Reference source not found.**, this 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**.

(e) **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**.

8.5 Exclusions

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

(a) **Airside**

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

(b) **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.

(c) **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.

8.6 Condition

(a) **Employers' Liability Tracing Office Notice**

Certain information relating to this Section, namely:

- (i) the Policy Number;
- (ii) employers' names and addresses, including subsidiaries and any relevant changes of name;
- (iii) coverage dates and;
- (iv) 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.



9 Professional Liability Sub-Section

9.1 Operative Clause

Subject to cover being granted in the **Schedule** 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 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** within the **Territorial Limits** and the **Period of Insurance**, subject to all other terms and conditions of this **Policy**:

- (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.

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 only to **Claims** first made against the **Insured** 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** and in accordance with Policy Condition 5.2 – 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 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**.

9.4 Extensions

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

(a) Data Protection Act 2018

This Sub-Section extends to cover the **Insured** for legal liability in respect of any **Claim** for compensation under Section 169 of the Data Protection Act 2018 or under Article 82 of the General Data Protection Regulation (EU) 2016/679 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 5.2 **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 GBP 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 GBP 1,000 each and every **Claim** and shall be applicable to **Defence Costs**.

Additional Exclusions

The **Insurer** shall not provide cover:

- (i) against liability caused by or arising from bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or the death of any person;
- (ii) against liability caused by or arising from any damage to or destruction or loss of any property including loss of use;
- (iii) 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;
- (iv) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in Data Protection Act 2018;
- (v) 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
- (vi) 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 **Policy**, if the **Insured** has not paid any fees required to be paid by any data protection authority

(b) **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, or any loss by destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever.

The **Insurer's** liability under this extension shall be limited to GBP 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.



9.5 Exclusions

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

- (a) **Damage**
Damage.
- (b) **Deliberate or Reckless Acts**
any deliberate or reckless breach, act, omission or infringement committed, condoned or ignored by the **Insured**.
- (c) **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.
- (d) **Directors, Officers or Trustees**
the liability of the **Insured** in their respective capacities as a director, officer and/or trustee.
- (e) **Employer Obligations**
any breach of any obligation owed by the **Insured** as an employer to any **Employee** or former **Employee** or applicant for employment.
- (f) **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**:
 - (i) in respect of any person committing or condoning such dishonest or fraudulent act or omission;
 - (ii) in the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives;
 - (iii) arising after the discovery of justifiable cause for suspicion of dishonesty or fraud by the dishonest or fraudulent person or persons; orin 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 9.6.1 – Dishonest or Fraudulent Claim Recovery.
- (g) **Infringement of Intellectual Property Rights**
any infringement of trade secret or patent.
- (h) **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**.
- (i) **Insolvency**
the insolvency or bankruptcy of the **Insured**.



(j) **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.

(k) **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.

(l) **Mould or Fungus**

- (i) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind;
- (ii) 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
- (iii) 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.

(m) **Pollution**

Pollution.

(n) **Products**

any **Product.**

(o) **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 5%) or by or on behalf of any entity controlled or managed by the **Insured** or where the **Insured** has greater than a 5% financial interest or where the **Insured** has accepted a financial interest, irrespective of the amount, in any entity in exchange for fees incurred.

(p) **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.

(q) **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).

(r) **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.



9.6 **Conditions**

(a) **Dishonest or Fraudulent Claim Recovery**

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

- (i) the **Insured** shall at the request and expense of the **Insurer** take all practicable steps to obtain reimbursement from such person;
- (ii) 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**;
- (iii) 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;

no payment shall be made by the **Insurer** under this 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.

(b) **Limit of Liability**

All **Claims** (including costs sought under **Extensions** 9.4(a) **Data Protection Act 2018** or 9.4(b) **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 treated as one **Claim** (or single application for costs under the under **Extensions** 9.4(a) **Data Protection Act 2018** or 9.4(b) **Repair, Replacement or Reconstitution of Documents**) for the purposes of deciding the applicable Limit of Liability and the application of the **Excess** under this 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 **Extensions** 9.4(a) **Data Protection Act 2018** or 9.4(b) **Repair, Replacement or Reconstitution of Documents**.



10 Trustees Liability Sub-Section

10.1 Operative Clause

Subject to cover being granted in the **Schedule** and to all the terms and conditions of this **Policy**, the **Insurer** will pay:

- (a) on behalf of any **Trustee** all sums they are legally liable to pay as damages (including claimants' costs, fees and expenses) arising from **Claims** made against them in the **United Kingdom** in respect of any **Wrongful Act**; and
- (b) on behalf of the **Insured** any sums that the **Insured** has paid or is held liable to pay the **Trustee** by way of an advancement or insurance in relation to the **Trustee's** liability that would otherwise be covered by 10.1.1 above.

The **Excess** shall not apply to any loss of a **Trustee** that the **Insured** cannot provide an advancement or insurance for due to legislative prohibition or insolvency as determined in accordance with Section 123 of the Insolvency Act.

The **Insurer's** liability under this Section in respect of any one **Claim** against **You** or series of **Claims** against **You** arising out of one **Occurrence** shall not exceed the applicable Limit of Liability specified in the **Schedule**.

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 **Trustee** 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 5.2 - Claim Notification, arising from any **Wrongful Act** occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the **Policy**.

All **Claims** related or connected in any way by reference to any common contributory factor or characteristic shall be treated as a single **Claim** first made on the date the first such **Claim** was notified.

10.4 Legal Representative Extension

Subject otherwise to the terms, exclusions and conditions of the **Policy**, the **Insurer** will pay on behalf of the estate, heirs and legal representatives of a **Trustee** in the event of their death, incapacity or bankruptcy, but only in respect of a **Claim** against the **Trustee** that would otherwise be covered under this **Policy**, provided that such estate, heirs and legal representatives shall, as though they were the **Trustee**, observe, fulfil and be subject to the terms, conditions, exclusions of this **Policy** in so far as they can apply.

10.5 Exclusions

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

- (a) **Damage**
Damage.
- (b) **Discrimination**
any allegation of discrimination on the basis of the laws of the **United Kingdom**, statutory or common, or law of all the European Community or any judgement of the European Courts. This exclusion shall not prevent a **Trustee** being able to claim payment or reimbursement of **Defence Costs**.
- (c) **Employee Benefit**
any retirement, pension, profit-sharing, health, welfare or any other employee benefit fund, trust scheme or plan.



(d) **Failure to Procure or Maintain Insurance**

the failure or omission on the part of the **Trustee** to arrange or maintain insurance or bonding for the **Insured's** property or the failure to purchase or maintain insurance protection for the **Insured** against any **Claim** resulting from the **Insured's** failure to meet its obligations.

(e) **Fraudulent Acts**

the intentional, dishonest or fraudulent act or omission or any wilful breach of any statute, rule or law committed by the **Trustee**.

This exclusion shall only apply to the **Trustee** who is actual guilty of the above conduct, as established through a final adjudication by any court, tribunal or other similar body, or formal written admission by the **Trustee**.

(f) **Injury**

Injury, mental anguish or mental stress of or to a person.

(g) **Insolvency**

the insolvency or bankruptcy of the **Insured** unless the **Insured** has been trading over two (2) years.

(h) **Insured versus Insured**

any **Claim** by the **Insured** or any person insured hereunder.

(i) **Libel or Slander**

any libel, slander, plagiarism, privacy or copyright, or infringement of rights pertaining to privacy or copyright by reason of any matter broadcast or published by the **Insured**.

(j) **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**.

(k) **Profit or Advantage**

any unlawful personal profit, remuneration or advantage gained by the **Trustee** or a financial advantage to any entity in which the **Trustee** has a financial interest.

This exclusion shall only apply to the **Trustee** who is actual guilty of the above conduct, as established through a final adjudication by any court, tribunal or other similar body, or formal written admission by the **Trustee**.

10.6 **Conditions**

(a) **Advanced Payment of Defence Costs**

The **Insurer** shall pay **Defence Costs** or any other costs and/or expenses payable under this Sub-Section. However in the event and to the extent that it is finally determined that the **Trustee** or the **Insured** is not entitled to such payments under this Sub-Section the sums advanced shall be repaid to the **Insurer** upon demand and failing that the Limit of Liability will automatically be reduced by the amount of such advance payment.

(b) **Allocation**

In the event of:

- (i) any loss or **Defence Costs** being partially excluded by the terms of this **Policy**; and/or
- (ii) any **Claim** against a **Trustee** being also made against the **Insured** and/or one or more persons who are not insured under this Sub-Section;



then the **Insurer**, the **Trustee** and/or the **Insured** shall use their best endeavours to agree such an allocation of the loss and professional costs and expenses to the Sub-Section having regard to the legal and financial exposures of the relevant parties and the proportion to which the losses and professional costs and expenses are not covered under this Sub-Section.

(c) **Non-Imputation**

- (a) This Sub-Section shall apply to each **Trustee** separately.
- (b) In determining whether the **Insurer** can apply the provisions of Clause 1.9 - Information You Have Given Us, the **Insurer** shall:
 - (i) in respect of a **Claim** by a **Trustee**, shall only take into account the statements made by, knowledge possessed by or the acts, omissions or conduct of, that particular **Trustee**; and
 - (ii) in respect of a **Claim** by the **Insured**, where cover is available to it under this Sub-Section, only take into account the statements made by, knowledge possessed by or the acts, omissions or conduct on the part of, any two out of the **Insured's** chairman of the board, managing director, finance director, chief legal officer or their equivalents.

(d) **Order of Payments**

Where there are multiple **Claims** for cover under this Sub-Section, the **Insurer** shall make payments in the order those **Claims** are presented to it.

If it becomes apparent to the **Insurer** in its absolute discretion that the Limit of Liability will not be sufficient to cover all expected payments under this Sub-Section then the **Insurer** will make payments in the following order:

- (i) payments under 10.1 **Operative Clause** 10.1(a) 10.1(a), direct to the **Trustee**; followed by
- (ii) payments under 10.1 **Operative Clause** 10.1(a) 10.1(b), to the **Insured**; followed by
- (iii) any other payments to the **Insured**.



11 General Extensions of Cover

The following General Extensions apply only to 6 Public Liability Sub-Section & 8 Employers' Liability Sub-Section if the Schedule specifies that these sections of the Policy are covered.

11.1 Events

This Extension is subject to the terms, conditions and exclusions of this **Policy** so far as they apply other than as specifically amended by the Extension.

(a) What is Covered

- (i) **We** will cover **You** in respect of **Your** legal liability for accidental **Bodily Injury** to any person other than **Employees** and accidental **Property Damage** arising from events including club fundraising and tournaments provided the attendance does not exceed 5,000 attendees per day.
- (ii) These are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet any of these conditions and that either causes a **Claim** or contributes to a **Claim**, **We** may need to reject that **Claim** or payment in respect of that **Claim** may be reduced.

(b) Event Organisers' condition

It is an important condition to **Our** liability under this **Policy** that the following or similar activities carried out or arranged on **Your** behalf must be contracted out to bona fide sub-contractors:

- (i) erection of stands, stages or similar structures;
- (ii) security, crowd control or stewarding;
- (iii) height work above three (3) metres from the ground, stage or floor level; and
- (iv) fireworks or pyrotechnics.

In the event of breach of any of above conditions, **We** shall have no liability under this Extension, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

(c) Hazardous Activities condition

It is an important condition to **Our** liability under this **Policy** that:

- (i) any **Hazardous Activities** arranged by or on **Your** behalf must be contracted out to and operated by bona fide sub-contractors.
- (ii) **You** must refer to **Us** any activity before its commencement if there is cause for doubt as to whether that activity is a hazardous activity and **We** have the right to determine whether this condition applies to that activity.
- (iii) **You** must comply with any Health and Safety Guidance and Recommendations which can be found on the Health and Safety Executive Website at <http://www.hse.gov.uk/index.htm>

In the event of breach of any of above conditions, **We** shall have no liability under this Extension, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

(d) Fireworks and Bonfires

However, with regards to Fireworks and Bonfire displays organised by **You** or on **Your** behalf, it is an important condition to **Our** liability under this **Policy** that the event must also comply with the following Event Plan Criteria.

- (i) all fireworks are discharged by designated adults only
- (ii) all fireworks are stored in fire resistant containers



- (iii) all spectators are kept at least fifteen (15) metres from the bonfire and firework discharge points
- (iv) no accelerants are used on the bonfire; and
- (v) **You** must fully comply with the HSE guidance for firework and bonfire displays, which can be found at <http://www.hse.gov.uk/explosives/fireworks/using.htm>.

In the event of breach of any of above conditions, **We** shall have no liability under this Extension, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

(e) **Evidence of insurance (subcontractors) condition**

It is an important condition to **Our** liability under this **Policy**, that **You** must obtain and retain written confirmation from each bona fide subcontractor undertaking work on **Your** behalf:

- (i) that they have and will maintain in force Public Liability insurance covering the activities or services provided by them for the duration of their work in connection with **Your** event with a minimum Limit of Liability of GBP 5,000,000; and
- (ii) that their Public Liability insurance provides reimbursement to **You** as principal.

In the event of breach of any of above conditions, **We** shall have no liability under this Extension, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

The following General Extensions apply only to 6 Public Liability Sub-Section if the Schedule specifies that this section of the Policy is covered.

11.2 **Player to Player Defence Costs and Expenses Extension**

If specifically stated as covered in the **Schedule We** will reimburse **You** in the terms of this **Policy** in the event of **Injury** caused by one participant to another participant, but only in respect of costs and expenses incurred with **Our** written consent up to but not exceeding GBP 250,000 for any one **Claim** and in the aggregate.

We will not reimburse **You** against any **Claim** nor **Costs and Expenses** arising from or caused by:

- (a) an assault, battery or any intentional or premeditated or malicious or deliberate violence, criminal act or acts or intent to cause harm or gross negligence committed or alleged to have been committed; or
- (b) an act or acts committed by a **Member** whilst under club, league or association suspension; or disputes between participants as excluded under General Extension 11.1 Events.

11.3 **Damage to Windows and Windscreens**

This Extension is subject to the terms, conditions and exclusions of this **Policy** so far as they apply other than as specifically amended by the Extension.

We will cover **You** in respect of **Your** legal liability for **Damage** to windows and windscreens arising out of playing and/or practising the **Sport**, up to the Limit of Liability for all **Claims** arising out of one occurrence; provided that:

- (a) **You** must bear the first GBP 25 of each **Claim** for **Damage** to windows and windscreens;
- (b) **You** must provide evidence to **Our** satisfaction that the **Damage** occurred. If there is satisfactory evidence of the **Damage** and that **You** are responsible, then settlement will be considered without legal liability or negligence being proven;
- (c) any Claim which falls outside of these conditions or which will or is likely to exceed to GBP 2,000 will, without prejudice to any settlement under this extension, nor to **Your** legal liability to any third party, be considered under the Public & Products Liability Section of this **Policy** for which proof of **Your** negligence needs to be demonstrated by the third party claimant;



- (d) the **Damage** to windows and/or windscreens was not caused by or resulting from any cause otherwise excluded under this **Policy**;
- (e) **You** notify **Us** as soon as practicably possible upon becoming aware of all circumstances which may give rise to a **Claim** under this extension and continue to advise **Us** of the situation until the **Claim** has been resolved

11.4 **No Fault Property Damage**

This Extension is subject to the terms, conditions and exclusions of this **Policy** in so far as they apply other than as specifically amended by the Extension.

We will cover **You** in respect of **Your** legal liability for **Property Damage** arising out of playing and/or practising the **Sport** for **You** are liable and up to but not exceeding GBP 1,000 for all **Claims** arising out of one occurrence and not exceeding the Limit of Liability for the **Period of Insurance**.

11.5 **Reimbursement to Landowners**

This Extension is subject to the terms, conditions and exclusions of this **Policy** so far as they apply other than as specifically amended by the Extension.

In the event of a **Claim** against a landowner in respect of accidental:

- (a) **Injury** to any person, other than **Employees**, and/or
- (b) property **Damage**;

arising from **Your** use of their land for the purpose of playing the **Sport**, **We** will at **Your** request **Reimburse** the landowner, provided that if reimbursement is extended to the landowner that they will be subject to the terms of this **Policy** in so far as they can apply and in any event **Our** liability will not exceed the applicable Limit of Liability specified in the **Schedule** nor extend to provide reimbursement if such liability would not have attached in the absence of this extension.

11.6 **Designated changing facilities owned or operated by You**

This Extension is subject to the terms, conditions and exclusions of this **Policy** so far as they apply other than as specifically amended by the Extension.

- (a) **We** will cover **You** in respect of **Your** legal liability arising as a result of loss of or damage to visitors' effects stored in any designated changing facility owned or operated by **You** up to but not exceeding the amount stated in the **Schedule** for all **Claims** arising out of one **Occurrence**, provided that **You** must bear the first GBP 100 of each **Claim**.
- (b) These are important conditions to **Our** liability under this **Policy**, that **You** need to meet as **Your** part of this contract.
 - (i) A disclaimer of liability for loss or damage to visitors' effects must be displayed prominently in or adjacent to the designated changing facility.
 - (ii) An attendant must be on duty throughout the whole time that the designated changing facility is in use or whilst it is unattended it must be locked securely at all times.

11.7 **Car Parks owned or operated by You**

If these terms are not complied with, **We** shall have no liability under this Extension, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

This Extension is subject to the terms, conditions and exclusions of this **Policy** so far as they apply other than as specifically amended by the Extension.

(a) **What is Covered**

We will reimburse **You** in respect of **Your** legal liability arising as a result of damage to visitors' motor vehicles occurring in a car park owned or operated by **You**, up to but not exceeding the amount stated in the **Schedule** for all **Claims** arising out of one **Occurrence**, provided that **You** must bear the first GBP 100 of each and every **Claim**.



(b) **Additional Conditions**

It is an important condition of this **Policy** that a disclaimer of liability for all loss or damage must be displayed prominently in the car park.

If this term is not complied with, **We** shall have no liability under this Extension, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

11.8 **Abuse Extension**

(a) **This Extension:**

- (i) Is only available for all persons acting in an official capacity for **You**, for example managers, coaches, members and officials, who are involved with activities for children and vulnerable adults and only applies to claims arising from actions by persons who have been checked by the Disclosure & Barring Service (DBS) and for whom **You** hold evidence of current clear DBS status.
- (ii) is on a Claims Made basis which means that it only covers **Claims** made against **You** and notified to **Us** during the **Period of Insurance**;

(b) **Operative Clause**

Subject to the terms, conditions, definitions and exclusions of this **Policy** (other than as amended by this Extension), **We** will reimburse **You** against:

- (i) all sums which **You** becomes legally liable to pay as damages and claimant's costs and expenses arising out of **Claims** first made against **You** and notified in writing to **Us** during the **Period of Insurance**; and
- (ii) all costs, fees and expenses incurred by **You**, with **Our** written consent, in the defence or settlement of **Claims** first made against **You** under paragraph a) above;
- (iii) resulting from **Abuse** or attempted **Abuse** committed or alleged to have been committed after the retroactive date.
- (iv) The total aggregate liability during the **Period of Insurance** for all liability for damages, claimant's costs and expenses and the costs, fees and expenses incurred in the defence or settlement of **Claims** will not exceed the Limit of Liability stated in this Extension.



- (c) **Limit of Liability**
GBP 1,000,000
- (d) **Excess**
GBP 1,000.
- (e) **Retroactive Date**
1st July 2008 or the date that **You** was first accepted by the **NGIS** whichever is later.
- (f) **Exclusions**
We will not reimburse **You** or any person:
- (i) For any liability in respect of which **You** are entitled to reimbursement under any other insurance.
 - (ii) For any liability arising from **Abuse** or attempted **Abuse** which occurred or is alleged to have occurred before to the retroactive date specified in this extension.
 - (iii) For any liability arising from any facts and/or circumstances, of which **You** had become aware before to the commencement of the **Period of Insurance**, which a reasonable person in **Your** position would have considered as facts and/or circumstances which may give rise to a **Claim** or **Claims** under this Extension.
 - (iv) For any **Abuser** or alleged **Abuser** of any **Abuse** or attempted **Abuse**
 - (v) For any fines or penalties or the costs of defending any criminal proceedings.
 - (vi) For any punitive, exemplary, aggravated and/or multiple damages.
 - (vii) For any liability arising out of any failure to comply with procedural guidelines established by **You** concerning **Abuse**.
 - (viii) For any person who has or has been alleged to have:
 - (i) authorised or permitted **Abuse**;
 - (ii) disregarded knowledge of **Abuse**;
 - (iii) actual or constructive knowledge of **Abuse** and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from **Abuse**;
 - (iv) aided or contributed to or supported **Abuse**; or
 - (v) intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse.
- (g) **Conditions**
- (i) **You** must bear the **Excess** stated in this Extension (inclusive of costs and expenses in the defence and settlement of each **Claim**) for each **Claim**.
For the purpose of determining the **Excess** applicable to any reimbursement provided under this Extension, it is expressly agreed that all acts of **Abuse** or attempted **Abuse** suffered by any individual claimant will be deemed to arise out of one originating cause.
 - (ii) If there is more than one claimant who alleges **Abuse** by the same **Abuser(s)**:
 - (i) **Claims** brought against **You** by each individual who suffered **Abuse** or attempt(s) at **Abuse** by the same **Abuser(s)** will be treated as separate **Claims** and be deemed to have arisen out of separate original causes; but
 - (ii) all acts of **Abuse** or attempt(s) at **Abuse** by the same **Abuser(s)** suffered by the same individual bringing a **Claim** against **You** will be deemed to have arisen out of one originating cause.



The following are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet any of these conditions and that either causes a **Claim** or contributes to a **Claim**, it may impact **Your** ability to make a **Claim** under this **Policy**.

- (iii) **You** must ensure that **You, Your Employees**, members and anyone acting under **Your** control in the course of the **Business** comply with all statutory legislation and requirements for dealing with children and vulnerable adults.
- (iv) **You** must give notice in writing to **Us** as soon as practicably possible after becoming aware of any fact that may give rise to a **Claim** or **Claims**. Please see "How to make a claim" section.
- (v) **You** must provide a written **Claims** declaration to **Us** upon each renewal negotiation of this **Policy**.

11.9 **Contractual liability**

The following General Extensions apply only to 6 Public Liability Sub-Section, 7 Product Liability Sub-Section, 9 Professional Liability Sub-Section and 10 Trustees Liability Sub-Section if the Schedule specifies that this section of the Policy is covered.

This Extension is subject to the terms, conditions and exclusions of this **Policy** so far as they apply other than as specifically amended by the Extension

(a) **What is Covered**

Despite **4 Policy Exclusions** of this **Policy**, **We** will **Reimburse You** under the applicable Section of this **Policy**, to the extent that any contract or agreement entered into by **You** with any principal requires **You** to assume liability for **Injury** or **Damage** which arises out of the performance by **You** of such contract or agreement provided that:

- (i) the conduct and control of **Claims** is vested in **Us**;
- (ii) the reimbursement granted by the Employers' Liability Section of this **Policy** will apply only in respect of **Your** liability to **Your Employees**; and
- (iii) nothing in this extension will increase Our liability to pay more than the applicable Limit of Liability under the applicable Section of this **Policy**.

(b) **Health and safety prosecutions**

In the event of any act, omission or incident or alleged act, omission or incident leading to criminal proceedings being brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or in respect of a breach of the Health and Safety at Work etc Act 1974 or Health and Safety Inquiries (Procedure) Regulations 1975 or similar legislation in the Republic of Ireland, **We** will **Reimburse You** against:

- (i) the costs of prosecution awarded against **You** and any of **Your Employees**; and
- (ii) legal fees and expenses incurred with **Our** prior written consent in the defence of those proceedings, including appealing the results of those proceedings;

provided that the act, omission or incident or alleged act, omission or incident was or is alleged to have been committed during the **Period of Insurance** within the **United Kingdom** and in the course of the **Business**.

This Extension does not apply to the Employers' Liability and Trustees Liability Sub-Section(s) **of this Policy**.

(c) **Occupational Health & Safety**

(i) **What is Covered**

Despite:

- (a) Exclusions 10.5(a), 10.5(f) and 10.5(h) of this **Policy**; and



- (b) The **Bodily Injury, Property Damage, Pollution**, Radioactive Contamination, Biological or Chemical Materials, War and Pollution exclusions under the Trustees Liability Sub-Section of this **Policy**;

We will pay **Defence Costs** in respect of any **Claim** (other than a civil claim for **Compensation** or claims for **Damage** or **Injury**) for breach of occupational health and safety laws.

(ii) **Limit of Liability**

Our total liability under this Extension will not exceed the amount stated in the **Schedule** in total in respect of all costs of prosecution, legal fees and expenses inclusive of GBP 100,000 in total for all prosecution costs awarded against **You** which is payable in addition to the limit(s) of Liability stated in the **Schedule**, for all offences and breaches committed or alleged to have been committed and all incidents occurring during the **Period of Insurance**.

Amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where **We** have a financial interest in the outcome of the proceedings.

The following Conditions and Exclusions apply this Extension.

(iii) **Conditions**

- (a) **We** will only **Reimburse You** where the costs of prosecution, legal fees and expenses arise as a result of any matter which is the subject of reimbursement under this **Policy**.
- (b) **We** will refer **Claims** under this Extension to one of **Our** panel of expert legal advisors, but **You** can appoint **Your** own legal representative should **You** wish.
- (c) If **You** elect to appoint **Your** own legal representative the reimbursement under this Extension will be payable for their services on the basis of **Our** standard terms of appointment for legal representation or other terms of appointment to which **We** agree, agreement not to be unreasonably withheld.
- (d) **We** are entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an enquiry which is the subject of a **Claim** under this Extension and **You** are considered to have provided **Your** consent to **Us** or **Our** appointed agent to have sight of the file for auditing, quality and cost control purposes.
- (e) At any time **We** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then **We** will advise **You** of that opinion. Should **You** elect to continue with a "not guilty" plea then:
 - (1) **We** will withdraw support for **Your** defence and be under no further obligation to **Reimburse You** against any costs incurred from the date of **Your** refusal to accept that opinion; unless
 - (2) **You** obtain an independent barrister's opinion at **Your** own expense which contradicts the opinion that **We** have obtained; in which case
 - (3) **We** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at **Our** expense, as to the prospects of success in defending the prosecution.

If the opinion of the Queen's Counsel agrees with **Your** barrister's opinion then **We** will continue to support **Your** defence, but if it does not **We** will withdraw support for **Your** defence and be under no further obligation to **Reimburse You** against any costs incurred from the date of the Queen's Counsel's final opinion.

This does not affect **Your** rights under the Arbitration provisions included within this **Policy** or the Complaints procedure included within the **Policy**

- (f) In the event that **You** are dissatisfied with the service provided by the appointed legal representative:



- (1) during the proceedings **You** should raise this with them in the first instance. If **You** remain dissatisfied and they;
 - (i) are a member of **Our** panel **You** can complain to **Us** by following the complaints procedure in the **Policy**;
 - (ii) were **Your** own appointment **You** could elect to replace them, but **You** must understand that;
 - (iii) this could prolong the court case;
 - (iv) whilst the consequences could be to **Your** advantage they might be to **Your** disadvantage;
 - (2) this is likely to incur increased costs for which **We** would only **Reimburse You** if **You** have made **Us** aware of **Your** dissatisfaction and if **We** have given written consent to replacement before it happens. This does not remove or diminish any other provision of this Extension.
 - (3) after the proceedings have been concluded and a verdict handed down and they;
 - (i) are a member of **Our** panel **You** may complain to **Us** by following the Complaints Procedure;
 - (ii) were **Your** own appointment **You** can complain to them and if **You** remain dissatisfied **You** can refer **Your** complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email contactcentre@sra.org.uk.
 - (4) If there is any other insurance in force covering any or all of the same costs of prosecution, legal fees and expenses, **Our** liability will be limited to a proportionate amount of the total costs of prosecution, legal fees and expenses, but subject always to the limit stated in the **Schedule**.
- (iv) **Exclusions**
- (a) **We** will not **Reimburse** persons other than **You** or any of **Your** directors, partners, proprietors or **Employees**.
 - (b) **We** will not **Reimburse You** in respect of:
 - (1) proceedings arising out of any **Bodily Injury** deliberately caused by **You** or any of **Your** directors, partners, proprietors or **Employees**; or
 - (2) liability for the payment of sanctions, fines or penalties; or
 - (3) the costs of replacing, reinstating, rectifying or erasing any personal data; or
 - (4) liability arising from or caused by a deliberate act or omission of any person eligible for reimbursement by this extension if the result of that act or omission could reasonably have been expected by **You** or any other person having regard to the nature and circumstances of that act or omission; or
 - (5) Claims which arise out of circumstances notified to previous insurers and known to **You** at the inception of this Extension



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