AXA

XL Insurance
Sport and Leisure

Countycover Liability

Policy Wording

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Section 1: Important Information

1.1 **Introduction**

The terms and conditions of this **Policy** are set out in this **Policy** and any **Endorsement(s)**, which should be read as one document.

Please read the terms and conditions carefully and make sure that this **Policy** meets **Your** needs. If any corrections or alterations are necessary or if there is anything You do not understand, please contact:

Bluefin Sport,
The Paragon
32-36 Victoria Street
Bristol
BS1 6BX
T: 0345 872 5060
E: nationalgame@bluefinsport.co.uk

through whom this **Policy** was arranged.

1.2 **About the Insurer**

(a) **Syndicate 2003**

Catlin Underwriting Agencies Limited is the managing agent of Syndicate 2003

Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848).

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

Registered in England Number 1815126

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.

(b) **XL Catlin Services SE**

XL Catlin Services SE acts as an agent of Catlin Underwriting Agencies Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Financial Conduct Authority (Firm Reference No. 753688).

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

Registered in England Number SE000103.

1.3 **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 **Benefit 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** thirty (30) days' 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** thirty (30) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any Premium due to **You** in respect of the balance of the **Period of Insurance**.

1.4 **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.

1.5 **Change in Circumstances**

You must tell **Us** as soon as possible if **You** becoming aware of any changes in the information **You** have provided to **Us** which happens 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.

1.6 **Cancellation and Cooling-Off Period**

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

You are entitled to cancel this **Policy** by notifying **Us** in writing, by 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 **Us** 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 for example:

(i) any failure by **You** to pay the Premium; or

(ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or

(iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

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

1.7 **Choice of Law**

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

The language of this **Policy** and all communications relating to it will be in English.

1.8 **Accessibility**

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

1.9 **Fair Processing Notice**

This Privacy Notice describes how Catlin Underwriting Agencies Limited (on behalf of the underwriting members of Lloyd's Syndicate 2003) (together, "we", or "us") collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services.

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

Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

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

If you have questions or concerns regarding the way in which your personal information has been used, please contact: legalcompliance@axaxl.com.

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

For more information about how we process your personal information, please see our full privacy notice at: https://axaxl.com/privacy-and-cookies.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

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

1.10 **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.

1.11 **Sanctions**

We shall not provide any reimbursement under this **Policy** to the extent of providing cover, payment of any claim or the provision of any reimbursement where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

How to Make a Claim

If an event giving rise to a claim under this **Policy** occurs please, as soon as practicably possible, contact **Your Broker** or Bluefin Sport who arranged this **Policy**, quoting **Your Policy** number.

Contacts Details are:

By telephone: 0345 872 5060 (Mon to Friday 9am to 5pm)
By email: ngisclaims@bluefinsport.co.uk

Once the incident has been reported to us we will issue you with a unique claims reference number to be quoted on all future communications.

Any supporting documentation should be sent to us at:

Bluefin Sport, The Paragon, 32-36 Victoria Street, Bristol, BS1 6BX

Things You must do in the event of a claim:

You must comply with the following conditions. If **You** fail to do so, the **We** may not pay **Your** claim, or any payment may be reduced. In some circumstances **Your Policy** may not be valid. **You** must provide any relevant information, documents and assistance the **We** require to help with **Your** claim. **You** must:

a) give notice in writing to **Us** as soon as practicably possible practicable of the discovery of any **Occurrence**, or circumstance which may give rise to a claim under this **Policy**;

b) notify **Your Broker** or **Us** as soon as practicably possible giving full details of what has happened;

c) comply with any request made by **Us** for information in relation to any **Claim made** under this **Policy**;

d) forward to **Your Broker** or **Us** as soon as practicably possible, if a **Claim** for liability is made against **You**, any letter, **Claim**, summons or other legal document and any related correspondence **You** receive unanswered;

e) inform **Us** as soon as practicably possible of the notice of any impending prosecution or inquest which may give rise to a claim under this **Policy** and comply with any request made by **Us**;

f) not admit liability or offer or promise or agree to settle any **Claim** without **Our** written permission;

g) take care to limit any loss, damage or injury.

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 **Us** during the **Period of Insurance** and in accordance with this **Policy** Condition, **We** will not deny any subsequent **Claim** arising out of that circumstance solely because the **Claim** was made after the expiry date of the **Policy**.

Documents Relevant to a Claim

You 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. **We** shall be entitled to refuse to pay any **Claim** under this **Policy** in its entirety if **You** or any person insured fails to do so.

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 the **Policy** or the handling of a claim please contact

Bluefin Sport,
The Paragon
32-36 Victoria Street
Bristol
BS1 6BX
T: 0345 872 5060
E: nationalgame@bluefinsport.co.uk

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
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Telephone Number:	+44 (0)20 7743 8487
Email:	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, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyd's at:

Lloyd's Complaints
One Lime Street
London
EC3M 7HA

Telephone Number:	+44 (0)20 7327 5693
Email:	complaints@lloyds.com

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time XL Catlin Services SE and Lloyd's have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

Email:	complaint.info@financial-ombudsman.org.uk	
Telephone Number:	**From within the United Kingdom**	
	0800 0234 567	calls to this number are free on mobiles and landlines
	0300 1239 123	calls to this number costs no more than calls to 01 and 02 numbers
	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

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Underwriting Agencies Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit http://ec.europa.eu/odr

Following this process does not impact **Your** legal rights.

Insurance Guarantee Schemes

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 policy. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. 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.

Employer's Liability Traders Office (ELTO) Notice

By entering into this insurance **Policy You** will be deemed to specifically consent to the use of **Your Policy** data in the following way and for the following purposes.

Certain information relating to **Your** insurance **Policy** including, without limitation,

(i) Your **Policy** number(s);

(ii) employers' names and addresses (including subsidiaries and any relevant changes of name);

(iii) dates of cover;

(iv) employer's reference numbers provided by Her Majesty's Revenue and Customs; and

(v) Companies House reference numbers (if relevant) will be provided to the ELTO and added to an electronic database (database).

This information will be made available by **Us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

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

(i) to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and

(ii) to identify the relevant employers' liability insurance policies.

The database will be managed by ELTO.

Section 2: General Definitions

Certain words within this **Policy** will have a specific meaning, as detailed below. This specific meaning will apply when the word is shown in bold type throughout the **Policy**.

Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

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:

(i) behaviour which sexualises the victim and uses the victim for sexual gratification.

(ii) the sexual interaction between two minors if there is a perceived difference in power between the victim and the **Abuser**.

(iii) 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.

(iv) 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.

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**.

Act of Terrorism/ Terrorism means an act, including but not limited to the use of force or violence and/or threat of an act of terrorism, 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) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Aircraft means any vessel, craft, Vehicle, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or **Property**. The term includes any related appurtenances or equipment such as parachutes.

Broker means the insurance Broker who arranged this **Policy** for **You**, where applicable.

Business of **You** is that of 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.

Claim means:

(a) any Claim made against **You**;

(b) the receipt of written notice from any person of an intention to make a Claim against **You**; irrespective of whether the amount of the claim is likely to be within or above the amount of the Excess, if applicable, specified in the **Schedule**.

Claim Made means a **Claim** made during the **Period of Insurance**.

Coach/Official means a person appointed by **You** who is accredited and qualified in accordance with the requirements of the County Football Association, including stand-in officials. (Stand-in officials are any persons who acts as a substitute in that capacity whilst officiating a Football match)

Compensation means damages for which **You** are legally liable awarded to claimants and includes interest which may be awarded upon damages or incurred upon a judgment debt and claimants' costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated or exemplary damages

Costs And Expenses means:

(a) claimant's costs and expenses arising in respect of any **Claim** against **You** which may be the subject of **Reimbursement** under this **Policy**;

(b) all costs and expenses incurred by **You** with **Our** written consent in respect of any **Claim** against **You** and for which **You** may be entitled to **Reimbursement** under this **Policy**;

(c) costs and expenses of legal representation at any coroner's inquest or fatal accident inquiry in respect of any death.

Cyber Breach means:

(a) infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page; or

(b) defamation, including libel, slander or malicious falsehood; or

(c) negligent transmission of a computer virus to anyone with whom **You** does business or to anyone who uses **Your** website in the course of their business; or

(d) breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection of personal data; or

(e) unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which **You** obtained through the internet or extranet or website and hold electronically.

Employee means any person who is:

(a) employed under a contract of service or apprenticeship with **You**;

(b) a labour master or person supplied by him;

(c) employed by labour only sub-contractors;

(d) self-employed and working for **You** and under **Your** control;

(e) hired to or borrowed by **You**;

(f) supplied to **You** for the purpose of study work or training experience;

(g) a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;

(h) a voluntary helper while working under **Your** supervision and control and in connection with the **Business**; or

(i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.

Excess means the first amount of any **Claim** payable by **You**, specified in the **Schedule**

Fungus, Mildew And Mould includes for example, any form or type of mould, mildew, mushroom yeast or bio contaminant. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any fungus/fungi.

Governing Body means the County Football Association named in the **Schedule**.

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

a) abseiling
b) horse riding
c) quad biking
d) amusement rides
e) hot air ballooning
f) reverse bungee
g) ballooning
h) inflatables
i) rock climbing
j) bar fly jet skiing
k) sailing
l) boating
m) kayaking
n) offshore activities
o) snowboarding
p) canoeing
q) sand yachting
r) scuba diving/sub aqua sports
s) bonfires
t) martial arts
u) bouncy castles
v) microlighting
w) skiing
x) boxing
y) motor vehicle/bike racing
z) sky diving
aa) bungee jumping
bb) mountaineering
cc) shooting
dd) offshore activities
ee) snowboarding
ff) canoeing
gg) paint ball
hh) speed boating
ii) caving
jj) parachuting
kk) surfing
ll) clay pigeon shooting
mm) paragliding/parasailing
nn) survival training courses
oo) extreme sports
pp) parascending
qq) wall climbing
rr) fairground rides
ss) physical team building
tt) water skiing
uu) fireworks
vv) exercises
ww) white-water rafting
xx) go karts
yy) pot holing
zz) wind surfing
aaa) hang gliding
bbb) power boating
ccc) zorbing
ddd) bungee running

Reimburse/ Reimbursement/ Reimbursed means the principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the applicable **Policy** limits and excess.

Insured means:

(a) the County Football Association named 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** or Step W1 of the **Women's Football Pyramid,** who have applied to and been accepted by the **NGIS**;

(b) any director, executive officer, committee member, office-holder or **Employee** of the County Football Association, affiliated leagues or clubs, but only whilst acting within the scope of their duties in that capacity;

(c) any registered **Member** or voluntary worker of the County Football Association , affiliated leagues or clubs, but only whilst acting in connection with the County Football Association and the affiliated club's and league's activities and whilst conforming to the County Football Association, club and league rules and by-laws. 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**.

Known Circumstance means any **Claim** or circumstance which might give rise to a claim under this **Policy** and of which **You** is aware, or ought reasonably to be aware, at the commencement of the **Period of Insurance**, whether notified under any other insurance or not.

Landing Area means any part of earth's surface including water or any structure or property used for embarkation or disembarkation of people or loading or unloading of goods or where **Aircraft** are kept, housed maintained or operated and where **Aircraft** may take off and land.

Medical Persons means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.

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**.

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.

NGIS means the National Game Liability Insurance Scheme underwritten by **Us**.

Occurrence means an event, including continuous, repeated exposure to substantially the same general condition, which results in **Bodily Injury** or **Property Damage** neither expected nor intended from the stand point of **You**.

Offshore means from the time of embarkation by an **Employee** onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that **Employee** from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel. For the purpose of this definition "offshore installation" does not include wind farms which are deemed not to be offshore.

Period of Insurance means the Period of Insurance stated in the **Schedule**.

Policy means:

(a) all the terms, conditions, definitions, exclusions and limitations contained in this **Policy**; and

(b) the **Schedule**; and

(c) any **Endorsements** attaching to and forming part of this **Policy**, either at inception or during the **Period of Insurance**.

Pollution means:

(a) pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and

(b) all loss, damage or injury caused by such pollution or contamination.

Principal means the other party to a contract or agreement for whom **You** are undertaking work or services or providing **Products** where such party is responsible for setting out the terms of the contract or agreement

Product means any property after it has left the custody or control of **You** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of **You** for the purpose of the **Sport** specified in the **Schedule**. For the purpose of clarity, **Product** is deemed to include food and drink sold or supplied by **You** as part of the **Sport**.

Products Liability means **Your** liability covered under the Public & Products Liability Section of this **Policy** which arises out of or in any way involving a **Product** or any defect or failure of a **Product**.

Property means property which is both material and tangible.

Property Damage means accidental loss of or damage to property and includes loss of use of property.

Public Liability means **Your** liability covered under the Public & Products Liability Section of this **Policy** other than **Products Liability**.

Qualified Person means a **Qualified Person** appointed by the **Governing Body** and/or current affiliated Leagues and/or Clubs and/or **Members** at no higher than Step 5 of the **National League System** who have applied and been accepted by the **NGIS**.

Retroactive Date means 1st July 2008 or the date that **You** was first accepted by the **NGIS** whichever is later.

Schedule means the document issued to **You** and which specifies the particular details of this **Policy** including **Your** details the **Period of Insurance** and the limit of liability and which forms part of this **Policy**.

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**.

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**.

(iii) 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**.

United Kingdom means England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and territorial waters.

Vehicle means any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal power.

Watercraft means any vessel, craft, **Vehicle** or appliance made or intended to float on or in or travel on or through or under water.

We/Us/Our/ Insurer means certain underwriters at Lloyds in respect of Syndicate 2003.

Women's Football Pyramid		means the tiers of the English Women's Football Pyramid
You/Your		means the County Football Association named in the **Schedule**, for itself and on behalf of its current affiliated leagues and/or clubs and/or members at no higher than Step 5 of the **National League System** or Tier 3 of the **Women's Football Pyramid**, who have applied to and been accepted by the **NGIS**.

Section 3: Conditions

The following Conditions will apply to the **Policy** as a whole, unless stated otherwise.

3.1 **Subrogation**

We will not exercise any subrogation rights of recovery against any **Employee** or **Your** former **Employee** unless the **Claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the **Employee** or former **Employee**.

3.2 **Adjustment of premium**

Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as **We** require.

The premium will then be adjusted and any difference paid to **Us** or allowed to **You**.

Where the estimates include remuneration to **Employees** the required declaration must also include remuneration to all persons defined as **Employees** by this **Policy**.

Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due, basing the calculation on **Your** original estimated values.

3.3 **Loss or suspension of registration**

This condition does not apply to the Employers' Liability Section of this **Policy**.

You must give notice in writing to **Us** as soon as practicably possible if the statutory registration and/or licensing of a **Qualified Person** or the club (if **You** specified in the **Schedule** is a club) lapses or is cancelled, suspended or terminated.

3.4 **Queen's Counsel**

This condition does not apply to the Directors' & Officers' Liability Section of this **Policy**.

(a) **We** will not require **You** to contest any legal proceedings in respect of any **Claim** against **You** unless a Queen's Counsel (to be mutually agreed upon by **You** and **Us)** advises that such proceedings should be contested.

(b) **You** cannot require **Us** to contest, on **Your** behalf, any legal proceedings in respect of any **Claim** unless a Queen's Counsel (to be mutually agreed upon by **You** and **Us)** advises that such proceedings should be contested.

(c) In formulating the advice the Queen's Counsel will take into consideration:

(i) the economics of the matter, having regard to the damages and costs which are likely to be recovered by the Claimant;

(ii) the likely costs of defence and the prospects of **You** successfully defending the **Claim.**

(d) The cost of the Queen's Counsel opinion will, for the purposes of this **Policy,** be regarded as part of the costs of defence.

(e) In the event the Queen's Counsel advises that, having regard to all the circumstances the matter should not be contested but should be settled, providing settlement can be achieved within certain limits which in the Queen's Counsel's opinion are reasonable, then **You** will not object to any such settlement and will as soon as practicably possible tender to **Us** the applicable **Excess** (or **Excesses** if more than one **Claim)** specified in the **Schedule.**

3.5 **Queen's Counsel**

This condition only applies to the Directors' & Officers' Liability Section of this **Policy**.

(a) Neither **Us** nor the Directors and/or Officers will be required to contest any legal proceedings unless a Queen's Counsel or Senior Counsel (mutually agreed upon by **Us** and the Directors and/or Officers or they cannot reach agreement, selected by the Chairman or President of the local Bar Council) will advise that those proceedings should be contested. In formulating his or her advice, the agreed or selected Counsel will take into consideration:

(i) the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff;

(ii) the likely **Defence Costs** and the prospects of the Directors and/or Officers successfully defending the action.

(b) The costs of the agreed or selected Counsel's opinion will, for the purpose of this Section of this **Policy**, be regarded as part of the **Defence Costs**.

(c) In the event that the agreed or selected Counsel advises that;

(i) having regard to all the circumstances, the matter should not be contested but should be settled; providing

(ii) settlement can be achieved within certain limits which, in the agreed or selected Counsel's opinion, are reasonable;

then the Directors and/or Officers will;

(1) not object to settlement; and

(2) co-operate with **Us** to effect settlement;

(3) as soon as practicably possible tender to **Us** the applicable deductible (or deductibles if more than one claim) specified in the **Schedule**;

in accordance with this Section of this **Policy**.

Section 3 Continued - Claims Conditions

3.6 **Arbitration**

This Condition does not apply to the Employers' Liability Section nor the Directors' & Officers' Liability Section of this **Policy**.

(a) If any difference arises as to the amount to be paid under this **Policy** (liability being otherwise admitted by **Us**) this difference will be referred to an arbitrator to be appointed by **You** and **Us** in accordance with Insurance and Reinsurance Arbitration Society (ARIAS) (UK) Arbitration Rules (or any subsequently amending authority or rules).

(b) All costs of the arbitration will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

(c) The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in Law and Jurisdiction.

(d) However, **You** may not need to engage in arbitration if **You** meet the criteria for the Financial Ombudsman Service to deal with the dispute and **You** follow the Complaints Procedure.

3.7 **Excess**

In respect of each and every **Claim** against **You** the amount of the **Excess** specified in the **Schedule** will be borne by **You**. **We** will only be liable to **Reimburse You** for the amount beyond the level of the **Excess** up to the amount of the applicable limit stated in the **Schedule**.

The **Reimbursement** for **Costs and Expenses** incurred with **Our** written consent in the defence or settlement of **Claims** also will be subject to the **Excess**.

For the purpose of this condition the term "Claim" will be understood to mean any and all **Claims** which are within the scope of this **Policy** and which arise by reason of the same act, error or omission.

3.8 **Procedure for the defence and settlement of claims**

The following Claims Conditions does not apply to the Directors' & Officers' Liability Section of this **Policy.**

(a) No admission offer promise or payment must be made or given by or on behalf of **You** without **Our** written consent.

(b) **We** may, at **Our** discretion:

(i) take full responsibility for conducting, defending or settling any claim in **Your** name; and

(ii) take any action **We** consider necessary to enforce **Your** rights or Our rights under this **Policy**, including to prosecute in **Your** name for **Our** own benefit any claim for damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and **You** must give all such information and assistance as **We** may require.

3.9 **Discharge of Liability**

The following Claims Conditions does not apply to the Directors' & Officers' Liability Section of this **Policy.**

We may at any time pay **You** the limit of liability applicable to:

(a) an **Occurrence**; or

(b) the **Period of Insurance**;

(less any sums already paid in respect of that **Occurrence** or **Period of Insurance**), or any lesser amount for which all claims arising out of that **Occurrence** or **Period of Insurance** can be settled.

Thereafter **We** may relinquish the conduct and control of those claims and be under no further liability in connection with them except in respect of Public & Products Liability Section of this **Policy**.

If the amount ultimately required to settle the claim exceeds the applicable limit of liability, provided that the balance of the amount required to settle the claim is insured either in whole or in part with **Defence Costs** payable in addition to the applicable limit of liability under this **Policy** then **We** will also contribute their proportion of subsequent **Defence Costs** incurred with **Our** consent.

3.10 **Other insurance**

The following Claims Condition does not apply to the Directors' & Officers' Liability Section of this **Policy**

If in respect of any claim under this **Policy** there is any other insurance or reimbursement in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, except in respect of **Defence Costs** payable in addition to the limit of liability under this **Policy**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim and subject always to the applicable limit of liability.

3.11 **Claims co-operation**

The following Claims Conditions does not apply to the Directors' & Officers' Liability Section of this **Policy**

(a) **You** must use due diligence and do and concur in doing all things practicable to avoid or diminish any loss under this **Policy**, and must as soon as practicably possible give all information and assistance to **Us** as **We** may require to enable **Us** to investigate and to defend the **Claim** and/or to enable **Us** to determine **Our** liability under this **Policy**.

(b) **We** may, on the receipt by it of the notice from **You** of any request, for **Reimbursement** under this **Policy**, take whatever action that **We** consider appropriate to protect **Your** position in respect of the **Claim** against **You**.

Any action by **Us** in this respect will not be regarded:

(i) as prejudicing its position under this **Policy**; nor

(ii) as an actual or implied admission by **Us** of **Your** entitlement to **Reimbursement** under this **Policy.**

(c) Solicitors retained by **Us** to act on behalf of **You** in relation to any **Claim** against **You** will at all times be at liberty to disclose to **Us** any information obtained by the solicitors, whether from **You** or elsewhere. **You** waive all claim to legal professional privilege between **You** and **Us** which **You** might otherwise have in respect of that information.

3.12 **Deductibles & Aggregate Liability**

The following Claims Condition applies only to the Directors' & Officers' Liability Section of this **Policy**.

The amount of the applicable deductible stated in the **Schedule** will be applied to each and every claim brought under:

(a) Directors' & Officers' Liability; or

(b) Corporate Reimbursement;

to the Directors' & Officers' Liability Section of this **Policy**.

We will only be liable to provide **Reimbursement** to the extent of that amount which is the difference between the amount of the applicable deductible and the amount of the aggregate Limit of liability stated in the **Schedule**.

For the purposes of this condition the term "Claim" will be understood to mean any and all **Claims** which are within the scope of the Directors' & Officers' Liability Section of this **Policy** and which arise by reason of the same **Wrongful Act**.

Any **Loss** arising out of all interrelated **Wrongful Acts** of any Director and/or Officer will be deemed one **Loss** and a **Loss** will be deemed to have originated in the earliest **Period of Insurance** in which a **Claim** is made against any Director and/or Officer by reason of any **Wrongful Act**.

3.13 **Procedure for the defence and settlement of claims**

The following Claims Condition applies only to the Directors' & Officers' Liability Section of this **Policy**.

In respect of all **Claims** under the Directors' & Officers' Liability Section of this **Policy**:

(a) The Directors and/or Officers must not admit liability for or settle any **Claim** or incur any costs or expenses in connection a **Claim** or enter into settlement without **Our** written consent before doing so.

(b) **We** will be entitled to take over and conduct in the name of the Director and/or Officer the defence or settlement of any **Claim** at any time. However, if the Director and/or Officer refuses to consent to any settlement recommended by **Us** and elects to contest or continue any legal proceedings in connection with a **Claim**, **Our** liability for the **Claim** will not exceed the amount for which the **Claim** could have been settled plus the **Defence Costs** incurred up to the date of refusal.

(c) All **Claims** under the Directors' & Officers' Liability Section of this **Policy** will also be subject to the Conditions to that Section.

3.14 **Allocation**

The following Claims Condition applies only to the Directors' & Officers' Liability Section of this **Policy**.

(a) In the event of a **Claim** brought under the Directors' & Officers' Liability Section of this **Policy** which is made against Directors and/or Officers or the **Company** and which is covered only partly by the Directors' & Officers' Liability Section of this **Policy** with the balance being uninsured, **We** will use **Our** best efforts to ensure a fair and proper allocation of the **Claim** for insured and uninsured portions.

(b) **We** will advance **Defence Costs** on a similar same basis, which will apply to all **Defence Costs** unless otherwise agreed by all parties.

3.15 **Non-Accumulation**

The following Claims Condition applies only to the Directors' & Officers' Liability Section of this **Policy**.

The inclusion in the Directors' & Officers' Liability Section of this **Policy** of more than one Director and/or Officer will not operate to increase **Our** aggregate Limit of Liability stated in the **Schedule**.

3.16 **Claims co-operation**

The following Claims Condition applies only to the Directors' & Officers' Liability Section of this **Policy**.

(a) The Directors and/or Officers must use due diligence and do and concur in doing all things practicable to avoid or diminish any **Loss**, and must as soon as practicably possible give all information and assistance to **Us** as **We** may require to enable them to investigate and to defend the **Claim** and/or to enable **Us** to determine **Our** liability under the Directors' & Officers' Liability Section of this **Policy**.

(b) **We** may, on request from the Directors and/or Officers for **Reimbursement** under the Directors' & Officers' Liability Section of this **Policy**, take whatever action that they consider appropriate to protect the Directors' and Officers' position in respect of the **Claim** and that action will not be regarded as in any way prejudicing **Our** position under that Section of that **Policy** and will not imply any admission of the Directors' and Officers' entitlement to reimbursement under that Section of this **Policy**.

3.17 **Subrogation**

The following Claims Condition applies only to the Directors' & Officers' Liability Section of this **Policy**.

If **We** make any payment on behalf of **You** in respect of a **Loss** under the Directors' & Officers' Liability Section of this **Policy**;

(a) **We** will be subrogated of all **Your** rights of recovery to the extent of that payment; and

(b) **You** must execute all papers required and do everything that may be necessary to enable **Us** effectively to bring suit in the name of **You** except that all right to subrogation under the Directors' & Officers' Liability Section of this **Policy** is waived against:

(i) the **Company** unless **Reimbursement** is granted under Preservation of Indemnity; or

(ii) any Director and/or Officer to whom protection is afforded under the Directors' & Officers' Liability Section of this **Policy**.

provided always that:

(1) if **You** are protected against any **Loss** by any other collectable **Policy(ies)** of insurance, the right of subrogation is not waived to the extent and up to the amount of **the** other **Policy(ies)**; and

(2) **We** do not waive any right of recovery of any applicable deductible specified in the **Schedule**.

Section 4: General Exclusions

The following exclusions will apply to the whole **Policy** unless specifically stated otherwise.

4.1 **Data Protection Exclusion**

Notwithstanding any provision to the contrary in this policy or any endorsement thereto (including any provision containing the phrase "notwithstanding any other provision" or similar language), save as provided in 5.1 Data Protection Act 1998 and 5.2 Data Protection Act 2018, this policy shall not provide indemnity in respect of compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including the Data Protection Act 2018, whether the liability of the Insured arises directly or indirectly

4.2 **The following Exclusions do not apply to the Directors' & Officers' Liability Section of this Policy**

We will not provide cover against any **Claim** or **Claims** nor **Costs and Expenses** following any **Claim**:

(a) brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of **You** or of any person at any of **Your Employees**.

(b) arising from the conduct of any business not conducted for the benefit of or on **Your** behalf named in the **Schedule**.

(c) in respect of the ownership, maintenance, operation or use of any **Aircraft**, boats, automobiles or **Vehicles** of any kind by or in the interest of **You**.

(d) as a result of **Your** insolvency, bankruptcy or liquidation as the case may be.

(e) brought against **You** arising out of physical assault or interference as a consequence.

(f) brought against **You** arising from the use of non-medically prescribed drugs.

(g) arising from any injury (including emotional distress or mental trauma) loss or damage which is actually or allegedly caused by contributed to by the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents.

(h) caused by or arising from:

(i) actual or threatened riots, strikes or civil disorders or civil disobedience of any kind;

(ii) any security measures imposed in response to the circumstances expressed in a) above;

which may result in the closure of a venue or the prevention or suspension of access to a venue or to the non-participation by attendees or performers, whether voluntary or compulsory.

(i) caused by or arising from;

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

(ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

(iii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of an explosive nuclear assembly;

provided that in respect of claims arising out of injury which form the subject of **Reimbursement** under the Employers' Liability Section of this **Policy** exclusions 9b) and 9c) above will only apply to

the legal liability assumed by **You** under any agreement which liability would not have attached in the absence of that agreement;

(j) in respect of liability assumed under a contract or agreement unless **You** would have been liable in the absence of such contract or agreement.

(k) For any liability:

(i) to pay liquidated, punitive, exemplary or aggravated damages

(ii) to pay any fines and/or penalties imposed by law or by any club, sporting association or other sporting entity.

(iii) to pay any trading debts.

(iv) of **You** or any of **Your Principals** arising solely from the duties of being **Your Principal** as a director or legal officer of any **Company**.

(l) in respect of any;

(i) judgment award or settlement made within countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

(ii) in respect of any order made anywhere in the world to enforce any judgment award or settlement either in whole or in part made within countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

other than in respect of the acts or omissions of persons normally resident within the **Territorial Limits** and whilst engaged for the purposes of the **Business** in temporary visits to the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.

(m) nor **Costs and Expenses** following any **Claim** arising out of, from or caused by or in any way involving reckless disregard and/or willful breach of duty of any kind.

(n) Except as stated in the Cyber Liability extension to the Professional Indemnity Section of this **Policy**, **We** will not cover **You** in respect of any liability arising anywhere in the world in relation to, caused by, or contributed to by or arising from:

(o) total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment, or

(p) error in creating, amending, entering, directing, deleting or using Computer Equipment, or

(q) total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

For the purpose of this exclusion, "Computer Equipment" means data or part of data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, **Product** or service replacing existing Computer Equipment.

4.3 **The following Exclusions do not apply to the Employers' Liability Section of this Policy.**

We will not cover **You** against legal liability:

(a) arising out of failure of any computer system to be date or time compliant including failure of any correction attempted correction conversion renovation rewriting or replacement of any computer system relating to date or time compliance.

(b) in respect of any loss, cost or expense arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use 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 been operative in the sequence of events resulting in a loss.

(c) caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all steps to prevent **Bodily Injury** or loss of or **Property Damage**.

(d) caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless such liability would have attached in the absence of those clauses or warranties.

(e) caused by or arising from:

(i) an **Act of Terrorism**;

(ii) death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

(f) caused by or arising out of **Pollution**, but **We** will **Reimburse You** under the Public & Products Liability Section of this **Policy** against liability in respect of accidental **Bodily Injury** or **Property Damage** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that:

(i) all **Pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place;

(ii) **We** will not **Reimburse You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and

(iii) nothing in this clause will increase **Our** liability to pay more than the limits stated in the **Schedule** in the aggregate in respect of damages, costs, fees and expenses awarded against **You** during any **Period of Insurance**.

Section 5: General Extensions of Cover

5.1 **Data Protection Act 1998**

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 cover **You** in respect of liability under the Data Protection Act1998 to pay **Compensation** for damage or distress under section 13 of the Act including reasonable **Defence Costs and Expenses** incurred with **Our** prior written consent;

provided that:

(1) **You** have registered in accordance with the terms of the Act, unless exempt, before the commencement of the **Period of Insurance**;

(2) any **Claim** for **Compensation** is first made or prosecution first brought against **You** during the **Period of Insurance**;

(b) **What is not Covered**

Reimbursement will not apply in respect of:

(i) the cost of replacing reinstating rectifying or erasing any data;

(i) liability caused by or arising from **Your** deliberate or intentional act or omission the effect of which could be expected to result in liability under the Act;

(ii) any **Claim** which arises out of circumstances notified to previous insurers or are known to **You** at the start of the **Period of Insurance**;

(iii) the costs of defending any prosecution, unless covered under the Prosecution Legal Costs Extension below;

(iv) the payment of fines and penalties.

In respect of each and every claim under this Extension **Your Excess** will be 10% of the amount of that claim or the amount stated on the **Schedule** whichever is the greater.

Our liability under this Extension is stated in the **Schedule** in respect of any one claim and in the aggregate during the **Period of Insurance**.

5.2 **Data Protection Act 2018**

Subject to the policy terms, exclusions and conditions this policy is extended to cover the **Insured** for legal liability in respect of any **Claim** for compensation as a result of **Injury** and/or **Damage** under Section 168 of the Data Protection Act 2018.

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 inception date specified in the **Schedule** and before the expiry date of the policy. If a circumstance occurring subsequent to the inception date and before the expiry date of the policy is notified to the **Insurer** in accordance with the "How to make a claim" section, 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 50,000 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

This extension 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.

Section Two Fee Payment Condition

The **Insurer** shall be entitled to refuse to pay any **Claim** under this policy in its entirety if the **Insured** has not paid any fees required to be paid by any data protection authority.

The following General Extensions apply only if the Schedule specifies that the Public & Products Liability Section and/or the Employers' Liability Section of this Policy is covered.

5.3 **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) **Bodily Injury** to any person, other than **Employees**, and/or

(b) **Property Damage**

arising from **Your** use of their land, but only for the purpose of playing the **Sport**, at **Your** request **We** will **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**.

5.4 **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 a condition of 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.

(c) **Hazardous Activities condition**

It is a condition of 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

(d) **Fireworks and Bonfires**

However, with regards to Fireworks and Bonfire displays organised by **You** or on **Your** behalf, it is a condition of 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

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

It is a condition of 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 £5,000,000; and

(ii) that their Public Liability insurance provides **Reimbursement** to **You** as principal.

5.5 **Property 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 **Property 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 £25 of each claim for **Property Damage** to windows and windscreens;

(b) **You** must provide evidence to **Our** satisfaction that the **Property Damage** occurred. If there is satisfactory evidence of the **Property 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 £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 **Property 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

5.6 **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 £1,000 for all claims arising out of one occurrence and not exceeding the Limit of Liability for the **Period of Insurance**.

5.7 **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) **Bodily 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.

5.8 **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 £100 of each claim.

(b) These are conditions of the insurance that **You** need to meet as **Your** part of this contract.

(c) A disclaimer of liability for loss or damage to visitors' effects must be displayed prominently in or adjacent to the designated changing facility.

(d) 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.

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.

5.9 **Car Parks 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) **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 £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.

5.10 **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**

£1,000,000

(d) **Excess**

£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:

(1) authorised or permitted **Abuse**;

(2) disregarded knowledge of **Abuse**;

(3) 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**;

(4) aided or contributed to or supported **Abuse**; or

(5) 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)**:

(1) **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

(2) 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, **We** may need to reject that claim or payment in respect of that claim may be reduced.

(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**.

(h) **Contractual liability**

This Extension does not apply to the Employers' Liability Section and Directors' & Officers' Liability Section of this Policy.

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

(i) **What is Covered**

Despite General Exclusions 2 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 **Bodily Injury** or **Property Damage** which arises out of the performance by **You** of such contract or agreement provided that:

(1) the conduct and control of claims is vested in **Us**;

(2) the **Reimbursement** granted by the Employers' Liability Section of this **Policy** will apply only in respect of **Your** liability to **Your Employees**; and

(3) nothing in this extension will increase Our liability to pay more than the applicable limit of liability under the applicable Section of this **Policy**.

5.11 **Prosecution Legal Costs Extension**

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) **Data protection prosecutions**

In the event of proceedings being brought against **You** in respect of a breach of **Your** duty of care (the duty owed by data controllers and data processers to the data subject) Section 13 of the Data Protection Act 1998 or any amending or supplementary Act or Statutory Instrument **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;

(iii) provided that the offence was committed or is alleged to have been committed during the **Period of Insurance** within the **United Kingdom** and in the course of the **Business** provided that **You** have registered in accordance with the terms of the Act, unless exempt, before the commencement of the **Period of Insurance**;

(iv) any prosecution is first brought against **You** during the **Period of Insurance**.

This Extension does not apply to the Employers' Liability Section and Directors' & Officers' Liability 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 Section and Directors' & Officers' Liability Section **of this Policy.**

(c) **Consumer protection and food safety prosecutions**

In the event of proceedings being brought against **You** in respect of any breach of:

(i) Part II of the Consumer Protection Act 1987; or

(ii) Part II of the Food Safety Act 1990;

(including an appeal against any conviction resulting from prosecution) **We** will **Reimburse You** in respect of;

(iii) the costs of prosecution awarded against **You** and any of **Your Employees**; and

(iv) legal fees and expenses incurred with **Our** prior written consent;

in the defence of and arising from those proceedings provided that the offence was committed or is alleged to have been committed during the **Period of Insurance** within the **United Kingdom** and in the course of the **Business**.

This only applies if the **Schedule** specifies that the Public & Products Liability Section of this **Policy** is covered.

(d) **Occupational Health & Safety**

(i) **What is Covered**

Despite:

(1) The Insured vs Insured exclusion under the Directors' & Officers' Liability Section of this **Policy**; and

(2) The **Bodily Injury**, **Property Damage**, **Pollution**, Nuclear Risks & War exclusions under the Directors' & Officers' Liability Section of this **Policy**;

We will pay **Defence Costs** in respect of any **Claim** (other than a civil claim for **Compensation**) 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 £100,000 GBP 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**

(1) **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**.

(2) **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.

(3) 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.

(4) **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.

(5) 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:

(a) **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

(b) **You** obtain an independent barrister's opinion at **Your** own expense which contradicts the opinion that **We** have obtained; in which case

(c) **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**

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

(a) 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;

(1) this could prolong the court case;

(2) whilst the consequences could be to **Your** advantage they might be to **Your** disadvantage;

(b) 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.

(c) 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

(d) 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**

(1) **We** will not **Reimburse** persons other than **You** or any of **Your** directors, partners, proprietors or **Employees**.

(2) **We** will not **Reimburse You** in respect of:

(a) proceedings arising out of any **Bodily Injury** deliberately caused by **You** or any of **Your** directors, partners, proprietors or **Employees**; or

(b) liability for the payment of sanctions, fines or penalties; or

(c) the costs of replacing, reinstating, rectifying or erasing any personal data; or

(d) liability arising from or caused by a deliberate act or omission of any person eligible for an **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

(e) claims which arise out of circumstances notified to previous insurers and known to **You** at the inception of this Extension.

Section 6: Public & Products Liability Section

6.1 **What is Covered**

In accordance with the exclusions, conditions and definitions of this **Policy We** agree to **Reimburse You** in respect of:

(a) **Your** legal liability to pay **Compensation**; and

(b) **Costs and Expenses** incurred with **Our** prior consent;

as a result of;

(i) accidental **Bodily Injury** to any person other than an **Employee**; or

(ii) accidental **Property Damage**; or

(iii) obstruction, loss of amenity, trespass, nuisance or interference with any right of way, light, air or water:

caused by an **Occurrence** during the **Period of Insurance**, in connection with the **Business** and within the **Territorial Limits.**

6.2 **Extensions Application to the Public and Products Liability Section**

Defective Premises Act

We will **Reimburse You** in the terms of this **Policy** against legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **Bodily Injury** or damage occurring within a period of seven (7) years from the expiry or cancellation of this **Policy**.

This **Reimbursement** does not apply to any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.

We will not be liable under this extension if **You** is entitled to **Reimbursement** under any other insurance.

Contingent Vehicle Liability

Despite Exclusion (g) of this Section of this **Policy** and provided **You** is not more specifically insured under any other **Policy We** will **Reimburse You** in the terms of this **Policy** in respect of **Bodily Injury** or **Property Damage**:

(a) caused by any **Vehicle** owned by or in the possession of or being used by or on behalf of **You** which is:

(1) not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation;
(2) designed or adapted primarily for use as a tool but this **Reimbursement** will not apply to liability in respect of which any road traffic legislation requires insurance or security;

(b) arising during the act of loading or unloading a motor **Vehicle** or the bringing to or taking away of a load from such **Vehicle**;

but **We** will not **Reimburse You** against legal liability resulting from a **Vehicle** being used outside the **United Kingdom**.

Player to Player Defence Costs and Expenses

Despite Exclusion (m) of this Section, **We** will **Reimburse You** in the terms of this **Policy** in the event of **Bodily 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 £250,000 for any one claim and in the aggregate under paragraph 2 of What is Covered under this Section of this **Policy**;

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 Events.

6.3 **Limit of liability applicable to this Section**

Our liability under this Section of this **Policy** in respect of any one **Claim** will not exceed the applicable limit of liability specified in the **Schedule**, except that:

(a) **Our** aggregate liability in respect of **Products Liability** during any **Period of Insurance** will not exceed the limit of liability specified in the **Schedule**; and

(b) **Costs and Expenses** will be payable;

(i) in addition to the applicable limit of liability specified in the **Schedule**;

but

(ii) in respect of the acts or omissions of persons normally resident in the **United Kingdom** whilst engaged for the purposes of the **Business** in temporary visits to the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada **Costs and Expenses** will be payable in addition to the applicable limit of liability up to a further amount equal to the applicable limit of liability;

unless this **Policy** is specifically endorsed to the contrary.

6.4 **What is not covered under this Section**

In addition to the General Exclusions for this **Policy**, this Section also is subject to the following exclusions.

We will not **Reimburse You** against legal liability:

(a) arising out of **Bodily Injury** to any **Employee** arising out of or in the course of employment by **You** in the **Business**.

(b) for damage to property owned, leased or hired by or under hire purchase or loaned to **You** or otherwise in **Your** or **Your Employees** care, custody or control, but this exclusion does not apply to:

(i) premises (including its contents) and other property temporarily occupied by **You** for the purpose of the **Sport**;

(ii) **Employee's** and visitor's clothing and personal effects for an amount not exceeding £10,000. In respect of any such **Occurrence You** will bear the first £100 of each and every claim;

(iii) premises occupied under a lease by **You** to the extent that **You** would be held liable in the absence of any specific agreement. In respect of any payment for **Property Damage** caused by fire or explosion **You** will bear the first £100 of each and every claim.

(c) for malicious damage caused by any person insured under this **Policy** or others for whom **You** are responsible.

(d) for damage to or loss of or the cost of repair, reconditioning, replacement, removal or recalling of any **Product** or component part.

(e) caused by or arising out of any **Products** which;

(i) to **Your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies or protectorates; or

(ii) are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, aerospatial device, hovercraft or waterborne craft or for marine or aviation purposes.

(f) arising out of the ownership, maintenance, operation, preparation or use by or on behalf of **You** of:

(i) any **Aircraft** or hovercraft, or

(ii) any property or structure used as a **Landing Area** for **Aircraft** provided such liability arises out of such use as a **Landing Area**, or

(iii) any **Watercraft** or vessel exceeding eight (8) metres in length; but this Exclusion will not apply with respect to operations by independent contractors.

(g) arising out of the ownership, maintenance, operation or use by or on behalf of **You** of any **Vehicle**.

(h) of any **Insured** arising out of:

(i) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any **Insured**.

(ii) sexual assault, sexual harassment or rape except as stated in the Abuse Extension.

(i) arising out of the giving or failure to give professional advice or service by **You** or any error or omission in the giving of professional advice or service but this exclusion does not apply to the rendering of first aid or medical services on **Your** premises by **Medical Persons** employed by **You**.

(j) arising out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of **You** except;

(i) an alteration or addition not exceeding in cost the sum of £25,000; and/or

(ii) demolition of a building or structure exceeding ten (10) metres in height.

(k) arising from vibration or from the removal or weakening of or interference with support to land, buildings or any other property.

(l) arising from explosion or collapse of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation.

(m) for any **Bodily Injury** caused, or contributed to, by any participant to any other participant whilst participating in a match, practice or training except as stated in the Participant to Participant **Defence Costs and Expenses** Extension.

(n) arising from **Fungus, Mildew and Mould**.

This exclusion includes but is not limited to:

(i) **Bodily Injury**, **Property Damage** or medical payments arising out of, resulting from, caused by, contributed to by the existence, inhalation or exposure to any **Fungus, Mildew and Mould;**

(ii) any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any **Fungus, Mildew and Mould;** or

(iii) any obligation to share with or repay any person, organisation or entity related in any way to items (i) and (ii) above regardless of any other cause, event, material, **Product** and or building component that contributed concurrently or in any sequence to the **Bodily Injury** or **Property Damage**.

(o) Any actual or alleged liability for any **Claim** in respect of loss or losses arising out of, resulting from, caused by or contributed to by asbestos in whatever form or quantity.

(p) Any liability arising from an **Act of Terrorism**, including liability for death, injury, illness, loss, damage, cost or expense caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

(q) arising out of any actions for defamation, libel, slander or breach of copyright.

(r) for any **Bodily Injury** arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C or Cancer in any form, howsoever these illnesses may have been acquired or may be named.

(s) for any form of performance, surety, credit or financial guarantee.

(t) for any **Claims** caused by or arising out of arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.

(u) for any economic or pecuniary loss where no **Bodily Injury** or damage to tangible property occurs.

(v) for any liability based upon, arising out of, or attributable to:

(i) the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;

(ii) the presence of artificial sun tanning equipment on **Your** property.

(w) caused by or arising out of;

(i) advice, design or specification given by **You** for a fee; or

(ii) professional services rendered by You or on Your behalf.

6.5 **Conditions applicable to this Section**

In addition to the General Conditions of the **Policy**, the following conditions are also applicable to this Section.

(a) In the event of an **Occurrence**, **You** must as soon as reasonably practicable take at its own expense all reasonable steps, including recall of any of **Your Products**, to prevent other **Bodily Injury** or **Property Damage** from arising out of the same or similar conditions. Such expense will not be recoverable under this **Policy**.

(b) **We** must be permitted but will not be obliged to inspect **Your** property and operations at any time after giving reasonable notice. Neither **Our** right to make inspections nor the making of an inspection nor any inspection report will constitute an undertaking on behalf of or for the benefit of **You** or others, to determine or warrant that the property or operations are safe. **We** may after giving reasonable notice examine and audit **Your** books and records at any time during the **Period of Insurance** and extension of the **Period of Insurance** within three (3) years after the final termination of this **Policy**, as far as they relate to the subject matter of this **Policy**.

(c) The inclusion of more than one person or organisation as insured under this **Policy** will not in any way remove the right of any one insured person or organisation to claim against another. This provision however will not under any circumstances operate to increase or aggregate the limit of liability stated in the **Schedule**.

Section 7: Professional Indemnity Section

7.1 **What is covered under this Section**

In accordance with the exclusions, conditions and definitions of this **Policy**, **We** agree to **Reimburse You** in respect of **Your** legal liability to pay **Compensation** and **Costs and Expenses** incurred with **Our** prior consent resulting from any **Claim** alleging a breach of professional duty whether that duty is owed in contract or otherwise arising from any negligent act, error or omission of a **Qualified Person** whenever or wherever committed or alleged to have been committed in connection with the **Sport**, provided that:

(a) the **Claim** is made against **You** during the **Period of Insurance** and notified as soon as practicably possible in writing to **Us** during the **Period of Insurance**; and

(b) the alleged negligent act, error or omission occurred after the **Retroactive Date** stated in this Section of this **Policy** and within the **Territorial Limits**.

However, provided that **You** give **Us** notice in writing of any circumstances which might give rise to a **Claim** against **You**:

(i) as soon as practicably possible after **You** becomes aware of those circumstances; and

(ii) before the expiry of the **Period of Insurance**;

then **We** will **Reimburse You** in respect of any subsequent **Claims** connected directly to those circumstances, even though no **Claim** has actually been made against **You** during the **Period of Insurance**.

7.2 **Extensions Applicable to the Professional Indemnity Section**

Defamation

In accordance with the exclusions, conditions and definitions of this **Policy**, and subject to the limit of liability, **We** agree to **Reimburse You** in respect of:

(a) **Your** legal liability to pay **Compensation**; and

(b) **Costs and Expenses** incurred with **Our** consent;

resulting from any **Claim Made** against **You** alleging libel or slander by reason of words written or spoken by **You**, provided that the actual or alleged libel or slander was committed after the **Retroactive Date** stated in this Section of this **Policy**.

Reimbursement to the Qualified Person

In the event of a claim against a **Qualified Person** who committed or is alleged to have committed the negligent act, error or omission in the performance of their services for or on behalf of **You**, at **Your** request **We** will **Reimburse** the **Qualified Person** in respect of that actual or alleged negligent act, error or omission giving rise to a **Claim Made** as though they are **You**, provided that:

(a) the actual or alleged negligent act, error or omission was committed after the **Retroactive Date** stated in this Section of this **Policy**; and

(b) the **Qualified Person** is subject to and complies with the terms of this **Policy** so far as they can apply.

Cyber Liability

(a) **Additional Definitions**

For the purpose of this extension only, for following words will have a specific meaning:

Insured means the County Football Association named in the **Schedule** and/or the current affiliated Leagues and/or Clubs at no higher than Step 5 of the **National League System** who have applied and been accepted by the **NGIS**.

(b) **Operative Clause**

Subject to the terms, conditions and exclusions of this **Policy**, and the additional terms and conditions of this Extension, **We** will **Reimburse You** in respect of:

(i) **Your** legal liability to pay **Compensation**; and

(ii) Costs and Expenses incurred with Our consent;

resulting from Claims Made against **You** during the **Period of Insurance** in the course of the **Business** for actual or alleged **Cyber Breach** of the content of **Your** website, email, intranet or extranet, including alterations or additions made by a hacker, provided that the **Claim** relates to an actual or alleged **Cyber Breach** first committed after the **Retroactive Date** stated in this Section of this **Policy**.

(c) **Limit of liability**

£500,000 any one loss and in the aggregate in any one **Period of Insurance** inclusive of all **Costs and Expenses** incurred, provided that nothing in this Extension will increase **Our** liability to pay more than the limit of liability under this Section of this **Policy**.

(d) **Excess**

£250 for each claim.

(e) **Conditions**

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. In some circumstances **Your Policy** may not be valid.

You must:

(i) take all steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **Your** computer system, network, electronic link or website;

(ii) make back-up copies of any data, file or program at reasonably frequent intervals;

(iii) cancel any username and password:

1. of any user on leaving **Your** employment or upon them ceasing to be an authorised user of **Your** computer systems;
2. after **You** became aware or had reasonable grounds to suspect that the username and/or password had been compromised of made available to any unauthorised person; or
3. take all steps to ensure that all personal data held by **You** is encrypted.

7.3

7.4 **Limit of Liability applicable to this Section**

Our liability under this Section of this **Policy** in respect of:

(a) Compensation and claimants' Costs and Expenses; and

(b) costs, fees and expenses incurred by **You** with the **Our** consent in the defence, investigation and settlement of a **Claim Made** against **You** under this Section of this **Policy**;

will not exceed the limit of liability specified in the **Schedule** for any one **Claim** and in the aggregate for all **Claims** in any **Period of Insurance**.

7.5 **What is not covered under this Section**

We will not **Reimburse You** against any **Claim** nor **Costs and Expenses** following any **Claim** made or threatened or in any way intimated before the inception date of this **Policy** or concerning any **Known Circumstance**.

Section 8: Employers' Liability Section

8.1 **Additional Definitions**

In addition to the definitions stated in the main definitions section, the following additional definitions will be applicable to this Section only.

You/Your means the **Governing Body** named in the **Schedule** for itself and on behalf of its current affiliated leagues and/or clubs and/or members at no higher than Step 5 of the **National League System** who have applied to and been accepted by the **NGIS** and at **Your** request:

(a) any director or **Employee** while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to **Reimbursement** under this **Policy** if the **Claim** against any such person had been made against **You**.

(b) any of **Your Members**.

(c) any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.

(d) any **Principal** for legal liability in respect of which **You** would have been entitled to **Reimbursement** under this **Policy** if the **Claim** had been made against **You** arising out of work carried out by **You** under a contract or agreement.

(e) **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You**;

provided that if **Reimbursement** is extended to any party described in paragraphs (a),(b),(c),(d) or (e) above that party is subject to the terms of this **Policy** so far as they can apply and in any event **Our** liability will not exceed the limit of liability stated on the **Schedule**.

8.2 **What is Covered under this Section**

In accordance with the exclusions, conditions and definitions of this **Policy**, **We** agree to **Reimburse You** against:

(a) all sums which **You** becomes legally liable to pay as **Compensation**; and

(b) **Costs and Expenses**;

in the event of **Bodily Injury** sustained by any **Employee** which arises out of and in the course of their employment by **You** in the **Business** and which is caused during the **Period of Insurance**;

(i) within the **United Kingdom**; or

(ii) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **Employee** in connection with the **Business** provided that such **Employee** is normally resident in the **United Kingdom**.

(c) **Employers' liability compulsory insurance**

The **Reimbursement** granted by this Section of this **Policy** is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of employers' liability to their **Employees**.

If however **We** pay any sum which would not have been paid but for the provisions of such law then **You** must repay such sum to **Us**.

8.3 **Extensions Applicable to the Employers Liability Section**

Unsatisfied Court Judgments

In the event that:

(a) a judgment for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **Employee** in respect of **Bodily Injury** caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**; and

(b) it remains unsatisfied in whole or in part six (6) months after the date of such judgment;

We will **Reimburse** the **Employee** or their personal representative up to the limit of liability for the amount of damages and awarded costs which remain unsatisfied as long as;

(i) there is no appeal outstanding;

(ii) any payment made by **Us** will only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this Section of this **Policy**;

(iii) any payment made by **Us** will only be in respect of liability for which **You** would have been entitled to **Reimbursement** under this Section of this **Policy** if the judgment had been made against **You**; and

(iv) **We** will be entitled to take over and prosecute for **Our** own benefit any claim against any other party and **You**, the **Employee** or the **Employee's** personal representatives must give all information and assistance required.

8.4 **Limit of Liability applicable to this Section**

(a) The amount specified in the **Schedule** as the limit of liability for Employers' Liability.

Our liability for all **Compensation** payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the limit of liability.

The limit of liability will be the maximum amount payable including **Costs and Expenses**.

(b) Despite anything contained in paragraph 1 above, **Our** liability for **Compensation** and **Costs and Expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising out of **Terrorism** will not exceed £5,000,000.

(c) Despite anything contained in paragraph 1 above, **Our** liability for **Compensation** and **Costs and Expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos will not exceed £5,000,000.

8.5 **What is not covered under this Section**

(a) **We** will not **Reimburse You** against **Your** legal liability for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.

(b) **We** will not **Reimburse You** against liability arising **Offshore**.

8.6 **Conditions Applicable to this Section**

(a) This is a condition of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet this condition 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. In some circumstances **Your Policy** may not be valid.

(b) It is a condition of this Section of this **Policy** that **You** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or products containing asbestos

Section 9: Directors' & Officers' Liability Section

9.1 **Additional Definitions**

In addition to the Definitions stated in the General Definitions section the following additional definitions will also apply to this section only where shown in bold:

Claim means:

(a) any demand alleging any **Wrongful Act** communicated to any **Director and/or Officer** under any circumstances and by whatever means; or

(b) any summons, application or other legal (criminal, civil or otherwise) or arbitral proceedings, cross claim or counter-claim issued against or served upon any **Director and/or Officer** alleging any **Wrongful Act**;

provided that the **Wrongful Act** was committed within the **Territorial Limits**.

Company Means the County Football Association named in the **Schedule** and/or its current affiliated leagues and/or clubs and/or members at no higher than Step 5 of the **National League System** who have applied to and been accepted by the **NGIS** and is deemed to include all and any of the Subsidiary Companies or bodies of the entities stated in the **Schedule.**

Defence Costs means all costs, charges and expenses (other than regular or overtime wages, salaries or fees of any **Director and/or Officer**) incurred with **Our** written consent before being incurred, in:

(a) defending, investigating, attending or monitoring any **Claim** or proceedings, including but not limited to official investigations, examinations, inquiries and the like; or

(b) appeals (with the written consent of **We** before being commenced) against any court judgment or award against **You** in respect of any **Claim** defended under this Section of this **Policy**, together with all reasonable costs of bringing any appeal;

provided always that **We** will at its absolute discretion (but with the consultation of **You**) elect whether it or **You** is to instruct the legal representatives of **You** in respect of any **Claim**.

Director and/or Officer means any natural person who was or now is or may become:

(a) a director, secretary, executive officer or **Employee** of the **Company**; or

(b) the holder of any other office in the sports club, sports league or sporting association by whatever name called and whether or not validly appointed to occupy or duly authorised to act in that position; or

(c) any **Director and/or Officer** being a natural person and who by virtue of any applicable legislation, is deemed to be a **Director and/or Officer** of the **Company**.

The terms **Director and/or Officer** will also include:

(a) any lawful **Spouse** of a **Director and/or Officer**, but only where the **Claim** results from the **Wrongful Act** of that **Director and/or Officer**;

(b) the estate, heirs or legal representatives of deceased persons who were **Directors and/or Officers** of the **Company** at the time of the **Wrongful Act** upon which the **Claim** is based;

(c) the legal representatives of **Directors and/or Officers** in the event of their incompetency, insolvency or bankruptcy;

(d) **Employees** of the **Company** in a managerial or supervisory position;

(e) any **Employee** of the **Company**, not otherwise included as an **Insured**, in respect of **Claims** in which that **Employee** is named as a co-defendant with any **Director and/or Officer**.

Director and/or Officer does not mean a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, trustee or person administering a compromise or scheme of arrangement of the **Company** or sports club, sports league or sports association or any of their **Employees**; or any company, entity or other body corporate or trustees, directors, officers or **Employees** of any superannuation or pension organisation.

Employee means an individual whose labour or service is engaged by and directed by the **Company**. This includes part-time, seasonal and temporary employees as well as any individual employed in any supervisory, managerial or confidential positions. Individuals who are leased, contracted or seconded to perform work for the **Company** are only to be regarded as **Employees** if this Section of this **Policy** is specifically endorsed to include them in the definition of **Employee**.

Independent contractors and/or self-employed persons are not **Employees**.

Reimbursement Period means the **Period of Insurance** and either of the following:

(a) the thirty (30) days following immediately after the expiry of the **Period of Insurance**; or

(b) the Extended Reporting Period if Extended Reporting Period is shown as covered on the **Schedule**.

Insured means:

the **Company**; and

(a) any natural person who was or now is or may hereafter become:

(b) a director, secretary, executive officer or **Employee** of the **Company**; or

(c) the holder of any other office in the **Company** by whatever name called and whether or not validly appointed to occupy or duly authorised to act in that position; or

(d) any **Director and/or Officer** being a natural person and who by virtue of any applicable legislation, is deemed to be a **Director and/or Officer** of the **Company**.

Joint Venture means only any unincorporated enterprise undertaken jointly by the **Company** with a third party or parties.

Limit of Liability means the maximum amount for which **We** are liable to the **Company** or **You** as applicable:

(a) under this Section of this **Policy** including all applicable Automatic Extensions (what is covered) and

(b) Optional Extensions (what might be covered); and

(c) in respect of any one **Claim** (or in the aggregate if different) inclusive of **Defence Costs**;

specified in the **Schedule.**

Loss means the amount payable in respect of a **Claim Made** against the **Directors and/or Officers** for a **Wrongful Act** and includes damages, judgments, settlements, interest, costs and **Defence Costs**;

but **Loss** excludes;

(a) Automatic Extensions, Insured vs Insured Cover and Entity Cover for Employment Practices Liability, any employment benefits to which the claimant would have been entitled (other than back-pay where reinstatement by a court is ordered) as an **Employee** or potential **Employee** had the **Company** provided the claimant with a continuance, reinstatement or commencement of employment.

(b) a claim arising from or by reason of or caused by or arising from fines and penalties imposed by:

(i) law; or
(ii) punitive, exemplary or aggravated or multiple damages; or
(iii) income tax, customs duties, excise duty, stamp duty, VAT, or any other tax or duty; or

(c) claim for losses uninsurable under the law; or

(d) any claim arising or for actions brought in or determined by the courts of or in accordance with the law of, the United States of America or Canada, their territories, possessions, dependencies or protectorates.

Non-Profit Organisation means any company, entity, body, committee, council, club, association, trust or other enterprise whether incorporated or unincorporated that is exempt from the payment of income tax under any law and is not a **Subsidiary Company**.

Organisation means any company, entity, body, committee, council, club, association, trust or other enterprise, whether incorporated or unincorporated, provided that it is not a **Subsidiary Company**.

Outside Directorship means the position of director, officer, secretary, trustee or equivalent position held by a **Director and/or Officer** in an **Organisation** at the request or direction of the **Company**.

Spouse means an individual's partner to whom the individual remains legally married, including in a same-sex marriage or in a civil partnership formally recognised by law under the Civil Partnership Act 2004 or other laws of the countries comprising the **United Kingdom**.

Subsidiary Company means:

(a) any company or other incorporated entity in which the **Company** controls the composition of the board of directors or controls more than half the voting rights or holds more than half the issued share capital; or

(b) any company or other incorporated entity over which the **Company** is in a position to exercise effective direction or control directly by means of an uninterrupted succession of subsidiaries;

but **Subsidiary Company** does not include any company or other incorporated entity acquired or created after the inception date of this Section of this **Policy** other than in respect of **Wrongful Acts** committed or alleged to have been committed by the **Directors and/or Officers** subsequent to that acquisition or creation.

Territorial Limits means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands unless stated differently in the **Schedule**.

War means war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.

Wrongful Act means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act done or attempted by or any other matter claimed against any **Director and/or Officer** or any of them wherever or whenever while acting in their individual or collective capacities as **Directors and/or Officers**.

9.2 **What is covered under this Section**

In return for the premium paid or agreed to pay, and as shown in the **Schedule We** agree to cover **You** or the **Company**, in accordance with the terms and conditions contained in or added by **Endorsement** to this Section of this **Policy**.

(a) **Directors' & Officers' Liability**

We will **Reimburse You** by paying on **Your** behalf any **Loss** for which the **Directors and/or Officers** are personally liable but for which they cannot legally be **Reimbursed** by the **Company**:

(i) arising out of any **Claim**, by reason of any **Wrongful Act** committed or alleged to have been committed by them in their capacity as a **Director and/or Officer**; and

(ii) first made against them jointly or severally during the **Period of Insurance**;

(iii) notified to **Us** during the **Reimbursement Period**.

We will not be liable to pay more than the applicable Limit of Liability.

(b) **Corporate Reimbursement**

We will pay on behalf of the **Company** any loss payment which it is legally permitted to make;

(i) arising out of any **Claim**, by reason of any **Wrongful Act**, committed by any **Director and/or Officer** in their capacity as a **Director and/or Officer**; and

(ii) first made against the **Director and/or Officer** during the **Period of Insurance**; and notified to **Us** during the **Reimbursement Period**.

We will not be liable to pay more than the applicable Limit of Liability.

9.3 **Extensions of cover**

Unless specified to the contrary the cover granted by the following Extensions all the terms and conditions of this Section of this **Policy** and the General terms conditions and exclusions of the **Policy** including the Limit of liability will apply.

9.4 **Automatic Extensions to this Section**

Advancement of Defence Costs

If **We** elect not to take over and conduct the defence or settlement of any **Claim** in the name of any **Director and/or Officer**, **We** will pay the **Defence Costs** of any **Director and/or Officer** in defending or settling any **Claim** made against them as each is incurred and before the finalisation of the **Claim**, provided always that **Our** acceptance in respect of that **Claim** has been confirmed in writing and is subject to the Limit of Liability.

However, if **We** do not accept a **Claim** and elect not to take over and conduct the defence or settlement of that **Claim We** may, at **Our** discretion, pay **Defence Costs** as those costs are incurred and before the finalisation of the **Claim**, provided that **We** have consented in writing to those **Defence Costs**, consent not to be unreasonably withheld.

We reserve the right to recover any **Defence Costs** from the **Directors and/or Officers** and/or the **Company** severally according to their respective interests in the event and to the extent that it is subsequently established by judgment or other final adjudication that the **Directors and/or Officers** and/or the **Company** were not entitled to the **Defence Costs** advanced to them.

Extended Reporting Period

If **We** refuse or **We** do not to offer any terms and conditions in respect of the renewal of this **Policy**, the **Company** and the **Directors and/or Officers** will jointly (but not separately) have the right, upon payment of an amount equal to 25% of the total premium stated in the **Schedule**, to an Extension of the **Period of Insurance** for a further twelve (12) months immediately following the expiry of the **Period of Insurance** but only in respect of any **Wrongful Act** committed or alleged to have been committed or attempted before the expiry of the **Period of Insurance**, provided always that:

(a) the right to invoke an Extension of the **Period of Insurance** is exercised within thirty (30) days of the date of non-renewal; and

(b) **Your** decision not to renew this **Policy** with **Us**, whether before or after **We** have issued terms and conditions in respect of the renewal of this **Policy**, **We** remove the rights of the **Company** and the **Directors and/or Officers** to invoke an Extension of the **Period of Insurance**.

Estates & Legal Representatives

We will **Reimburse** the estates, heirs or legal representatives of deceased, incompetent or insolvent **Directors and/or Officers** in like manner to the **Directors and/or Officers** themselves, provided always that they will be subject to all the terms and conditions of this **Policy** insofar as they are applicable.

Spousal Liability Cover

We will pay on behalf of the lawful **Spouse** of a **Director and/or Officer** all **Loss** in respect of a **Wrongful Act** by the **Director and/or Officer**, provided always that **We** will only **Reimburse** the **Spouse** for **Loss** arising from a **Claim** which:

(a) is made against the **Spouse** only because he or she is the lawful **Spouse** of the **Director and/or Officer**;

and

(b) relates to property either jointly held by the **Director and/or Officer** and his or her lawful **Spouse** or transferred by that **Director and/or Officer** to his or her lawful **Spouse** for legitimate purposes only.

Insured vs Insured Cover

We will pay on behalf of the **Directors and/or Officers** any **Claim** brought by:

(a) a **Director and/or Officer** arising out of:

(i) discrimination against another **Director and/or Officer**, former **Director and/or Officer** or applicant for employment whether because of race, colour, age, sex, disability, pregnancy, marital status, sexual orientation, sexual preference or otherwise;

(ii) unfair dismissal of another **Director and/or Officer**;

(iii) workplace harassment (whether sexual or otherwise) of another **Director and/or Officer**;

(iv) breach of an oral or written employment contract;

(v) unfair demotion, failure to promote, unfair deprivation of career opportunity, wrongful discipline, negligent evaluation or failure to grant tenure of employment to another **Director and/or Officer**;

(vi) wrongful refusal to employ an applicant;

(vii) defamation arising from employment related matters;

(viii) misleading misrepresentation or advertising as to the terms and conditions of employment;

(ix) denial of natural justice to another **Director and/or Officer** concerning his employment; provided always that **Reimbursement** will not extend to any **Claim**:

(x) brought about by, contributed to by, or in any way involving industrial disputes (whether between the **Company** or the **Directors and/or Officers** or between **Employees** or their union or generally), strike, picket, lock-out, go slow or work to rule;

(xi) in relation to any employers' liability or Occupational Health and Safety Acts or similar legislation.

(b) a **Director and/or Officer** for contribution or **Reimbursement**, if the **Claim** results directly from another separate **Claim** covered by this Section of this **Policy**;

(c) a shareholder of the **Company** in his/her/its own right or on behalf of the **Company**, provided always that the shareholder:

(i) was not a **Director and/or Officer** of the **Company** at the time of the **Wrongful Act**; and

(ii) is acting without any direct or indirect solicitation, enticement or co-operation (other than co-operation legally required by any statutory or regulatory authority) from any **Director and/or Officer**;

(d) any regulatory authority on behalf of the **Company**, provided always that the regulatory authority is acting without any direct or indirect solicitation, enticement or co-operation (other than co-operation legally required by any statutory or regulatory authority) from any **Director and/or Officer**;

(e) any court appointed liquidator, receiver, receiver and manager, official manager, administrator or trustee administering a compromise or scheme of arrangement of the **Company**.

Where a conflict arises between this Extension and the Insured vs Insured Section exclusion, the provisions of this Extension will prevail.

Attendance at Official Investigation or Inquiries

We will pay on behalf of a **Director and/or Officer** their **Defence Costs** incurred in attending any official investigation, examination, inquiry or other proceedings ordered or commissioned by any official body or institution, where a **Director and/or Officer** is legally compelled by that body or institution to attend an investigation, examination, inquiry or proceeding and which involves an allegation of a **Wrongful Act** against a **Director and/or Officer** which is the subject of **Reimbursement** under this Section of this **Policy**.

Continuity of Cover

Despite 9.6(b)(ii), if:

(a) a **Director and/or Officer** first became aware of a fact, situation or circumstance as described in the "Things You Must do in the event of a Claim" section, in they should notify **Us** before the commencement of the **Period of Insurance**; and

(b) the **Director and/or Officer** did not notify **Us** of any fact, situation or circumstance before the commencement of the **Period of Insurance**, then provided always that:

(i) there has been no fraudulent non-disclosure or fraudulent misrepresentation by the **Director and/or Officer** in respect of that fact, situation or circumstance; and

(ii) **We** have continuously been the insurer for this type of insurance from the time when the **Directors and/or Officers** first became aware of that fact, situation or circumstance until the time during the **Period of Insurance** when the **Director and/or Officer** notified a **Claim** which was first made during the **Period of Insurance** against the **Director and/or Officer** and arose out of that fact, situation or circumstance; and

(iii) a **Claim** relating to that fact, situation or circumstance has not previously been notified to **Us** or **Our** predecessor,

We will accept notification during the **Period of Insurance** of that fact, situation or circumstance, or of a **Claim** which is first made against a **Director and/or Officer** during the **Period of Insurance** and arises from that fact, situation or circumstance.

The **Reimbursement** provided by this Extension will be subject to the terms and conditions of the **Policy** in force at the time the **Director and/or Officer** first became aware of that fact, situation or circumstance, except that the applicable Limit of liability will not exceed the Limit of liability applicable under this Section of this **Policy** at the date when the facts or circumstances were first notified to **Us**.

New Subsidiaries

If the **Company** creates or acquires a **Subsidiary Company** during the **Period of Insurance**, **We** will **Reimburse** the **Subsidiary Company** and its **Directors and/or Officers**, but only in respect of **Wrongful Acts** actually or allegedly committed or attempted after the time when the entity becomes a **Subsidiary Company**, provided that the **Subsidiary Company** is incorporated within the **Territorial Limits**.

In the case of a **Subsidiary Company** whose consolidated asset value exceeds, as at its most recent dated balance sheet or date of its creation if none, 20% of the total consolidated asset value of the **Company**:

(a) notification of that **Subsidiary Company** must be given in writing to **Us** within sixty (60) days after acquisition or creation; and

(b) **We** may at **Our** discretion, provide cover for that **Subsidiary Company** subject to any additional terms and/or premium as may be required by **Us** and are accepted by **You**.

If notification is not given to **Us** within sixty (60) days after the acquisition or creation, cover will cease in respect of that **Subsidiary Company** and its **Directors and/or Officers** in their capacity as **Directors and/or Officers** of that **Subsidiary Company** at 16:00 hours, sixty (60) days after the acquisition or creation.

Run-off Cover for Subsidiaries

If an entity ceased to be a **Subsidiary Company** before the commencement of the **Period of Insurance** or ceases to be a **Subsidiary Company** during the **Period of Insurance We** will **Reimburse You** in respect of that **Subsidiary Company** and its **Directors and/or Officers** but only in respect of **Wrongful Acts** before the time when the entity ceased to be a **Subsidiary Company**.

Preservation of Reimbursement

If a **Director and/or Officer** is unable to satisfy a right to **Reimbursement** by the **Company** to which he or she is entitled, whether under Common Law or Statute, or otherwise, by reason only of the **Company** being placed in liquidation (other than voluntary liquidation) and the **Company** having insufficient funds available to **Reimburse** the **Director and/or Officer**, then **We** will **Reimburse** the **Director and/or Officer** to the extent that the **Director and/or Officer** is unable to satisfy the right to **Reimbursement** against the **Company**.

The burden of providing satisfactory proof to obtain the benefit of this Extension will rest entirely with the **Director and/or Officer** and includes the production of documentary evidence of the **Company's** assets and liabilities and any official statements issued by the liquidator.

Limited Prospectus Liability

We will **Reimburse** the **Directors and/or Officers** against liability arising out of rights issues, bonus share issues, **Employee** share options, dividend reinvestment plans, convertible notes and redeemable preference issues, except in respect of liability arising out of an Initial Public Offering.

Joint Venture Cover

We will **Reimburse** the **Directors and/or Officers** against liability arising from any **Claim** in respect of any **Joint Venture**, provided always that **We** will **Reimburse** the **Directors and/or Officers** in respect of any **Claim** brought by or on behalf of any **Joint Venture** partner(s) or any vehicle established to conduct, control or manage that **Joint Venture**.

9.5 **Optional Extensions To this Section**

The **Schedule** will indicate if and which of the following Optional Extensions are applicable to **Your** insurance. If any of the following Optional Extensions become applicable after the **Schedule** has been issued then an **Endorsement** will be issued confirming which of the following Optional Extensions are applicable to **Your Policy**.

We reserve the right not to offer any of the following Extensions and to impose any special conditions or charge any additional premium as it may require.

Reinstatement of Aggregate Limit

In the event of the reduction in whole or in part of the aggregate Limit of liability stated in the **Schedule** by reason of payment of any **Loss(es)**, the aggregate Limit of liability will be automatically reinstated as to the amount of such reduction, but only in respect

of subsequent **Losses** which are totally unrelated to the **Claim(s)** that gave rise to such reduction, and subject always to the provisions of this Extension.

(a) **Our** total liability under this Section of this **Policy** in respect of the **Period of Insurance** is limited to twice the amount shown in the **Schedule** as the aggregate Limit of liability including any applicable sub-limit(s).

(b) Despite paragraph a) above, **Our** liability for any one claim will not exceed that amount stated in the **Schedule** as the aggregate Limit of liability or any sub-limit(s). As used in this Extension, the term 'any one claim' is deemed to mean the total amount of any one claim or series of claims, including **Defence Costs**, caused by

(c) all **Wrongful Acts** of any person, whether an or not, or **Wrongful Acts** in which the person is concerned or implicated (and treating all such **Claims** as one **Claim**); or if, and only if, there are no **Wrongful Acts**

(d) any one originating cause or event or common fraud.

(e) If **You** shall have in effect any excess **Policy(ies)** providing **Reimbursement** for limit(s) applicable to the amount(s) by which any claim(s) exceed(s) the Limit of liability specified in the **Schedule**, the reinstatement provided by this Extension will become effective only;

(i) after the total exhaustion of the limit(s) of all the other excess **Policy(ies)** by reason of the payment of claim (s) under the excess **Policy(ies)**; but

(ii) before any similar reinstatement provision contained in the excess **Policy(ies)** becoming effective.

Current Outside Directorships (Non-Profit Organisations)

We will **Reimburse You** in respect of **Outside Directorship**s which a **Director and/or Officer** holds in any **Non-Profit Organisation** specified in the **Schedule** at the commencement of or during the **Period of Insurance** provided always that:

(a) the **Reimbursement** provided under this Extension will not extend to any of the other directors and/or officers (by whatever name called) of that **Non-Profit Organisation** who are not also **Directors and/or Officers** of the **Company**; and

(b) **We** will not **Reimburse** that **Non-Profit Organisation** under What is Covered B - Corporate Reimbursement in this **Policy**; and

(c) for the purpose of applying the Insured vs Insured exclusion of this Section of this **Policy** to this Extension and for no other purpose, the term "**Company**" will be deemed to include that **Non-Profit Organisation**; and

(d) cover under this Extension will apply in excess of any similar insurance held by that **Non-Profit Organisation**; and

(e) cover under this Extension will be non-cumulative with any other insurance issued by **Us**.

Current Outside Directorships (Other than Non-

We will **Reimburse You** in respect of **Outside Directorship**s which a **Director and/or Officer** holds at the commencement of the **Period of Insurance** in any **Organisation** specified in the **Schedule**.

Profit Organisations)

(a) New **Outside Directorship**s

(i) **We** will automatically **Reimburse You** in respect of "new" **Outside Directorship**s entered into during the **Period of Insurance** for a period of sixty (60) days from the commencement of appointment of the **Outside Directorship**.

(ii) The **Reimbursement** provided under a) will cease after sixty (60) days unless notification of the appointment is given in writing to **Us**, at which time **We** will have the right to ask for additional information and to charge an additional premium if **We** require.

If notification is not given to **Us** within sixty (60) days after the appointment and if any additional information and/or additional premium as requested is not provided **Reimbursement** will cease at 16:00 hours sixty (60) days after the appointment.

(b) the **Reimbursement** provided under this Extension will not extend to any of the other directors and/or officers (by whatever name called) of that **Organisation** who are not also **Directors and/or Officers** of the **Company**; and

(c) **We** will not **Reimburse** that **Organisation** under What is Covered B - Corporate Reimbursement of this Section of this **Policy**; and

(d) for the purpose of applying the Insured vs Insured exclusion of this Section of this **Policy** to this Extension and for no other purpose, the term "**Company**" will be deemed to include that **Organisation**; and

(e) cover under this Extension will apply in excess of any similar insurance held by that **Organisation**; and

(f) cover under this Extension will be non-cumulative with any other insurance issued by **Us**.

Run-Off Cover For Outside Directorships

We will **Reimburse You** in respect of **Outside Directorship**s which a **Director and/or Officer** held in any **Organisation** or **Non-Profit Organisation** and which the **Director and/or Officer**;

(a) ceased to hold before the commencement of the **Period of Insurance**; or

(b) ceases to hold during the **Period of Insurance**;

provided always that;

(i) the **Wrongful Act** giving rise to a **Claim** occurred before the **Director and/or Officer** ceased holding that position;

(ii) in the event of a **Claim**

(1) the **Outside Directorship** is already covered by **Us** under this Section of this **Policy**; or

(2) if requested by **Us You** provide documentary evidence proving that the **Outside Directorship** had previously been covered by **Us** and/or its predecessor under previous policies; and

(iii) the **Reimbursement** provided under this Extension will not extend to any of the other directors and/or officers (by whatever name called) of that **Organisation** or

Non-Profit Organisation who are not also **Directors and/or Officers** of the **Company**; and

(iv) **We** will not **Reimburse** that **Organisation** or **Non-Profit Organisation** under What is Covered B - Corporate Reimbursement of this Section of this **Policy**; and

(v) for the purpose of applying the Insured vs Insured exclusion of this Section of this **Policy** to this Extension and for no other purpose, the term "**Company**" will be deemed to include that **Organisation** or **Non-Profit Organisation**; and

(vi) cover under this Extension will apply in excess of any similar insurance held by that **Organisation** or **Non-Profit Organisation**; and

(vii) cover under this Extension will be non-cumulative with any other insurance issued by **Us**.

Prospectus Liability - Initial Public Offering

Despite the Prospectus Liability exclusion of this Section of this **Policy**, if this Extension applies, **We** will **Reimburse** the **Directors and/or Officers** in respect of liability arising out of the issue of any initial public offering of securities of the **Company**.

Entity Cover for Employment Practices Liability

We will pay on **Your** behalf any **Claim** brought against **You** as an employer arising from:

(a) discrimination against any **Employee**, **Director and/or Officer**, former **Director and/or Officer** or applicant for employment whether because of race, colour, age, sex, disability, pregnancy, marital status, sexual orientation, sexual preference or otherwise;

(b) unfair dismissal of any **Employee**, **Director and/or Officer**;

(c) workplace harassment (whether sexual or otherwise) of any **Employee**, **Director and/or Officer**;

(d) breach of any oral or written employment contract;

(e) unfair demotion, failure to promote, unfair deprivation of career opportunity, wrongful discipline, negligent evaluation or failure to grant tenure of employment to any **Employee**, **Director and/or Officer**;

(f) wrongful refusal to employ an applicant;

(g) defamation arising from employment related matters;

(h) misleading misrepresentation or advertising as to the terms and conditions of employment; or

(i) denial of natural justice to any **Employee**, **Director and/or Officer** concerning his employment, provided always that:

(i) for the purposes of this Extension reference in this Section of this **Policy** to "any Director and/or Officer" or "Directors and/or Officers" will be construed, as appropriate, as a reference to "the **Company**". However, this Extensions will not apply to any **Claim**:

(ii) brought about by, contributed to by or which involves industrial disputes (whether between the **Company** or the **Directors and/or Officers** or between **Employees** or their union or generally), strike, picket, lock-out, go slow or work to rule; or

(iii) in relation to any employers' liability or Occupational Health and Safety Acts or similar legislation; and

(iv) this Extension is subject to the deductible specified in the **Schedule**. This Extension will not operate to increase **Our** aggregate Limit of liability as stated in the **Schedule**;

Pre-Acquisition Liability Despite the proviso to the Subsidiary Company definition of this **Policy**, **We** will **Reimburse** the **Directors and/or Officers** of any **Subsidiary Company** stated in the **Schedule** for **Wrongful Acts** preceding the acquisition of that **Subsidiary Company** by the **Company**.

Pollution Defence Costs Despite the **Bodily Injury**, **Property Damage**, **Pollution**, Nuclear Risks & War exclusion of this Section of this **Policy**, **We** will **Reimburse** the **Directors and/or Officers** for **Defence Costs** incurred in respect of any **Wrongful Act** resulting in **Loss** arising out of discharge, dispersal, release or escape of pollutants.

Multi-Year Run-Off after Merger or Consolidation If the **Company** merges or is consolidated with or becomes the subsidiary company of another company, or sells all or substantially all of its assets to another entity the **Company** and the **Directors and/or Officers** will have the option to extend the **Period of Insurance** up to seven (7) years immediately and continuously following the expiry of the **Period of Insurance** but only for any **Wrongful Act** committed or alleged to have been committed or attempted in the capacity of **Directors and/or Officers** of the **Company** before the expiry of the **Period of Insurance**, provided always that the right to this Extension is exercised within thirty (30) days of the expiry of the **Period of Insurance**.

9.6 **Exclusions (what is not covered)**

(Applicable to this Directors' & Officers' Liability Section only)

We will not **Reimburse You** in respect of any **Claim made** against any **Director and/or Officer**:

(a) **Dishonesty & Fraud**

brought about by, contributed to by or which involves:

(i) the dishonest, fraudulent or malicious act or omission committed with criminal intent of that **Director and/or Officer**; or

(ii) that **Director and/or Officer** having improperly benefited in fact from securities transactions as a result of information that was not available to other sellers and/or purchasers of those securities; or

(iii) that **Director and/or Officer** having gained in fact any personal advantage to which he/she was not legally entitled.

(b) **Known Claims & Circumstances**

(i) or threatened or in any way intimated on or before the commencement of the **Period of Insurance**.

(ii) arising from any fact, situation or circumstance of which any **Director and/or Officer** was aware before the commencement of the **Period of Insurance** and which a reasonable **Director and/or Officer** would at any time before the commencement of the **Period of Insurance** have considered may give rise to a claim under this Section of this **Policy**.

(c) **Breach of Professional Duty**

arising from the rendering or failure to render professional services and/or professional advice or a breach or alleged breach of any contract for the provision of professional services and/or professional advice.

(d) **Insured vs Insured**

brought by or on behalf of the **Company** or any **Director and/or Officer** or their estates, heirs, representatives, successors or assigns against any other **Director and/or Officer**.

(e) **Prospectus Liability**

for **Loss** arising from the issue of initial public offering of securities of the **Company**; or

(f) **Bodily Injury, Property Damage, Pollution, Nuclear Risks & War**

for **Loss** arising from:

(i) actual or alleged bodily injury (except emotional distress or mental anguish arising out of any claim under the Entity Cover for Employment Practices Liability extension of this **Policy**, sickness, disease, or death of any person; or

(ii) actual or alleged destruction of or damage to tangible property (including the loss of use of any property); or

(iii) seepage, **Pollution** or contamination and based upon or attributed to a violation or alleged violation of any law prohibiting or providing for the control or regulation of emissions or effluents of any kind into the atmosphere or any body of land, water, waterway or watercourse or arising from any action or proceeding brought for enforcement purposes pursuant to any law or arising from any suits alleging seepage, **Pollution** or contamination and based upon nuisance, trespass, negligence or otherwise; or

(iv) atomic energy operations employing the process of nuclear fission or fusion or handling radioactive material which operations include but are not limited to:

(a) the use of nuclear reactors, atomic piles, particle accelerators or generators or similar devices; or

(b) the use handling or transportation of radioactive materials; or

(c) the use, handling or transportation of any weapon of **War** or explosive device employing nuclear fission or fusion;

provided always that this will not apply to any **Claim** arising from radio-isotopes or radium or radium compounds when used away from the place where they are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits; or

(v) **War**, except to the extent that confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority arises as a result of any **Wrongful Act** committed by any **Director and/or Officer**.

For the purpose of this Exclusion **War** includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory.

(vi) arising out of, contributed to by, or resulting from one or more of the following:

(a) **Act of Terrorism** or the fear thereof;

(b) the attacks on New York and Washington in the United States of America on 11 September 2001;

(c) anti-terrorist measures or punitive or retaliatory action in respect of (a) or (b) above, or the fear thereof, by or on behalf of any government, state or country.

(g) **Arranging insurance**

arising out of any failure of the **Directors and/or Officers** to arrange or maintain the validity of any contract of insurance or reinsurance.

9.7 **Conditions**

(Applicable to this Directors' & Officers' Liability Section only)

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. In some circumstances **Your Policy** may not be valid.

(a) **Authorisation Clause**

By acceptance of this Section of this **Policy**, the **Company** named in the **Schedule** agrees to act on behalf of the **Directors and/or Officers** with respect to the giving and receiving of notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under this Section of this **Policy** and the acceptance of **Endorsements** or other notice provided for in this Section of this **Policy** and the **Directors and/or Officers** and each of them agree that the **Company** will act on their behalf.

(b) **Severability & Non Imputation**

For the sake of determining cover under this Section of this **Policy**:

(i) the information provided by and on behalf of **You** will be construed to be a separate application for cover by each of the **Directors and/or Officers** and no statement or representation by or with respect to one **Director and/or Officer** will be imputed to any other **Director and/or Officer**; and

(ii) this Section of this **Policy** will, subject to the Non-Accumulation claims condition, be construed to be a separate **Policy** between **Us** and each **Director and/or Officer**. No breach of any term or condition of this Section of this **Policy** or other misconduct by any **Director and/or Officer** will be imputed to any other **Director and/or Officer**; and

(iii) no fact or knowledge possessed by one **Director and/or Officer** will be imputed to any other **Director and/or Officer**.

(c) **Changes of Activity, Merger or Consolidation**

All proposed changes by the **Company** to either their Memorandum and/or Articles of Association or sporting and/or social activities of the club, league or association from those presented at the commencement of the **Period of Insurance** must be notified to **Us**.

(i) **We** will review the premium referred to in the **Schedule** and may apply an additional premium or other additional terms or conditions as **We** deem appropriate.

(ii) If **You** decline to pay the required additional premium or refuse to accept the other additional terms or conditions that **We** deem appropriate then **We** will not **Reimburse You** in respect of any **Claim** which would not have arisen had the change not occurred or been made by **You**.

(iii) If the **Company** merges or is consolidated with or becomes a **Subsidiary Company** of another company or entity during the **Period of Insurance**, **We** will continue to provide **Reimbursement** in respect of the **Company**, its **Subsidiary Companies** and their **Directors and/or Officers**, but only in respect of **Wrongful Acts** preceding the time of the merger, consolidation or acquisition.

(d) **Confidentiality**

Neither the **Directors and/or Officers** nor the **Company** may disclose in the **Company's** annual report the nature of the liabilities covered by this Section of this **Policy** nor the premium specified in this Section of this **Policy**, unless required by law.

(e) **Gender & Number**

Except where the context requires it, words importing a gender include every other gender, words in the singular will include the plural and words in the plural will include the singular.

(f) **Territory and Jurisdiction**

The **Reimbursement** provided by this Section of this **Policy** extends to **Claims** made anywhere in the world, except:

(i) any claims arising or for actions brought in or determined pursuant to the law of, the United States of America or the Dominion of Canada, their territories, possessions, dependencies or protectorates; or

(ii) any claims arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of the United States of America or the Dominion of Canada, their territories, possessions, dependencies or protectorates.

(g) **Other Insurance**

Where a **Director and/or Officer** is entitled to **Reimbursement** under a separate **Policy** of insurance providing cover in respect of the **Claim**, **We** will not **Reimburse** the **Director and/or Officer** under this Section of this **Policy** except to the extent that the **Director's and/or Officer's** liability for any **Claim** exceeds the amount of cover under that other **Policy**.

(h) **Legal Enforceability**

For this Section of this **Policy** to be legally enforceable, it must include a **Schedule** that has been appropriately signed by **Our** officer and which states that this Section of this **Policy** is covered.



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