The Paragon
32-36 Victoria Street
Bristol
BS1 6BX

t: 0345 872 5060
(Mon - Fri, 9am to 5pm)
bluefinsport.co.uk/ngis

Dear Club Secretary

National Game Insurance Scheme (NGIS)

Thank you for purchasing football team personal accident insurance via the Cumberland FA group policy. This policy has been arranged by Bluefin Sport and underwritten by Catlin Underwriting Agencies Ltd and XL Catlin Insurance Company UK Limited. With this letter, you will find all the documents you need for this insurance. Please keep this documentation safe as you will need them to hand should you need to claim.

Your policy

Your documentation, including your policy schedule and policy wording is enclosed and it is important that you read these carefully to ensure that all the details are correct and the cover meets your requirements.

If you need to make any changes or have any questions, please call our dedicated sports team on **0345 872 5060** and we will be happy to help you.

This letter, together with our Terms of Engagement enclosed, forms the legal agreements between us.

Should you require additional copies of the policy wording to give to your team members, or should you wish to upgrade the cover being provided this can be arranged at all times on our website: www.bluefinsport.co.uk/ngis

Enclosed you will also find a one page summary of the benefits provided, and we recommend this is displayed in a prominent position in your clubs changing rooms or club notice board to ensure the cover details are available to all your players who qualify for protection under this policy.

Please make a note of the unique Bluefin Sport ref which will help us deal more efficiently with any enquiry:	Insured: Cumberland FA Affiliated Teams, as declared Bluefin Sport Ref: 12010466

Chartered Insurance Brokers

Bluefin Sport is a trading name of Marsh Ltd. Marsh Ltd is authorised and regulated by the Financial Conduct Authority. Registered in England and Wales Number: 1507274. Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU.

Making a claim

Should a player need to make a claim it must be submitted to Woodgate & Clark Limited who have been appointed by the Insurer to handle all claims on their behalf.

A Claim Form can be found on our website www.bluefinsport.co.uk/ngis If you wish to submit details of your claim by post please arrange to return the fully completed claim form to: NGIS Claims Team, Woodgate & Clark Ltd, 42 Kings Hill Avenue, Kings Hill, West Malling, ME19 4AJ or email footballpaclaims@woodgate-clark.co.uk

It is important the club secretary signs each claim form to confirm the person making the claim is a member of the club/team insured under this policy. We recommend you keep a copy of all documentation for your own records.

By dealing with the dedicated claims team at Woodgate & Clark Ltd, we trust you will receive a prompt and efficient service. However, should you experience any problems, our sports team will be happy to help.

Statement of demands and needs

This personal accident insurance product is designed to meet the demands and needs of most amateur football clubs that wish to protect their members against the consequences of accidents whilst playing in, training for or travelling to a club fixture resulting in accidental; injury, death or disability. The level of cover you've chosen will dictate whether cover includes a monthly benefit in addition to the one-off lump sums.

This statement does not constitute advice or a personal recommendation for our personal accident insurance products.

Our service

It is our intention to provide you with the highest levels of service at all times, so please contact us on **0345 872 5060** if you have any concerns about your cover or if we can assist in any other way.

Please ensure you visit our website which is dedicated to grassroots football. The news section is regularly updated and valuable advice is provided under the Kick the Risk section.

Yours faithfully,

Bluefin Sport
Tel: 0345 872 5060
E: nationalgame@bluefinsport.co.uk



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Policy schedule: Adult Teams

This schedule should be read in conjunction with the policy wording.

Policy Number:	SL8000599922/12010466
Insurer:	Catlin Underwriting Agencies Ltd and XL Catlin Insurance Company UK Limited
Bluefin Sport Ref:	12010466
Intermediary Name:	Bluefin Sport
Insured:	Cumberland FA - Affiliated Adult Teams, as declared
Address:	Units 3 & 4, Tithe House, Station Street, Cockermouth, Cumbria, CA13 9QW, United Kingdom
Business description:	Affiliated Football Club • Adult 11 Aside Football • Adult Small Sided Football • Veteran Football
Level of Cover	Superior 200 cover
Period of Insurance:	1 July 2021, or date of affiliation if later, up to and including 30 June 2022

IMPORTANT NOTE: Please note if an affiliated Adult club/team purchases an upgraded level of Personal Accident insurance via Bluefin Sport, that policy will replace this policy in its entirety

Catlin Underwriting Agencies: Registered Office 20 Gracechurch Street, London, EC3V 0BG is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England No. 1815126

XL Catlin Insurance Company UK Limited: Registered Office 20 Gracechurch Street, London, EC3V 0BG is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Registered in England No. 5328622.

Personal Accident Policy Schedule

Adult team benefits

Section A – Life & Accidental Death cover

Category	Definition of Insured Persons
A	Any Person who is a registered player of the Insured
B	Any committee member of the Insured and any person acting officially on behalf of the Insured as manager, trainer or assisting referee

Category	Benefit	Effective Time	Maximum Limits per Insured Person
A & B	1. Life Cover	ET1	£10,000
A & B	2. Accidental Death resulting from Bodily Injury	ET2	£30,000
A & B	3. Funeral Expenses	ET2	£5,000

Code	Effective Time
ET1	Whilst an Insured Person is training and/or playing in Football matches only
ET2	Whilst an Insured Person is at any ground or premises worldwide where the Insured has agreed a fixture or official club social events or attending Football training, or participating in County FA educational courses, excluding Referee courses, on behalf of their club, including travelling directly to and from such activities (please refer to the policy wording for excluded countries and activities)

* includes a memorial benefit of £1,000 (payable to the football club)

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Section B – Injury

Category	Definition of Insured Persons
A	Any Person who is a registered player of the Insured
B	Any committee member of the Insured and any person acting officially on behalf of the Insured as manager, trainer or assisting referee

Code	Effective Time
ET2	Whilst an Insured Person is at any ground or premises worldwide where the Insured has agreed a fixture or official club social events or attending Football training, or participating in County FA educational courses, excluding Referee courses, on behalf of their club, including travelling directly to and from such activities (please refer to the policy wording for excluded countries and activities)

Category	Accidental Bodily Injury resulting in:	Effective Time	Maximum Limits per Insured Person
A & B	1. Permanent Total Disablement	ET2	Up to £60,000
A & B	2. Loss of Limbs	ET2	£35,000
A & B	3. Loss of Sight	ET2	£35,000
A & B	4. Loss of Speech	ET2	£35,000
A & B	5. a) Loss of Hearing (both ears)	ET2	£35,000
A & B	5. b) Loss of Hearing (one ear)	ET2	£8,750
A & B	6. Loss of Internal Organs	ET2	£35,000
A & B	7. Tetraplegia / Quadriplegia	ET2	£100,000
A & B	8. Triplegia / Paraplegia / Hemiplegia	ET2	£50,000
A & B	9. Concussion (Long Term)	ET2	£10,000
A & B	10. Concussion (Moderate & Severe)	ET2	Up to £250
A & B	11. Miscarriage	ET2	£500
A & B	12.a) Temporary Total Disablement b) Home Help Benefit -Includes being a full time housewife or househusband as an occupation Maximum monthly benefit for each insured person Benefit Period: 24 months Waiting Period: 14 days	ET2	£200
A & B	c) Students not in gainful employment Benefit Period: 2 months Waiting Period: 14 days	ET2	£140 per month
A & B	d) Student Tutorial Benefit Benefit Period: 6 months Waiting Period: 7 days	ET2	Up to £140 month
A & B	13. Childcare Expenses Benefit Period: 2 months Waiting Period: 14 days	ET2	£400 per month
A & B	14. Chauffeur Expenses Benefit Period: 2 months Waiting Period: 14 days	ET2	£400 per month

Category	Accidental Bodily Injury resulting in:	Effective Time	Maximum Limits per Insured Person
A & B	Broken Bones – Legs, Collar, Arms, Cheek, Jaw, Skull, Hip and/or Foot	ET2	£250
A & B	Primary Dislocation benefit – Kneecap, Shoulder, Elbow or Hip	ET2	£250
A & B	Snapped/Ruptured Achilles Tendon or Cruciate Ligament (requiring surgery)	ET2	£250
A & B	Emergency Dental Pain Relief Expenses	ET2	£100
A & B	Emergency Medical Expenses	ET2	Up to £500
A & B	Rehabilitation and Retraining	ET2	Up to £5,000
A & B	Home/Car Adaptation	ET2	Up to £25,000
A & B	Extra Travelling Expenses – Benefit Period: 1 month	ET2	£100
A & B	Coma – Maximum benefit Period 365 days	ET2	£30 per day
A & B	Hospitalisation Benefits – Maximum benefit Period 4 weeks	ET2	£25 per day
A & B	Examination Re-sit Benefit	ET2	Up to £2,500
A & B	Facial & Bodily Scarring	ET2	£600
A & B	Medical Certification Expenses	ET2	Up to £50
A & B	Loss of or Damage to Football Kit or Football Boots (following bodily injury sustained during the Effective Time)	ET2	Up to £100

Services	Available
Helpline – Counselling	24/7
Helpline – Legal Advice	24/7

Aggregate Limit	
Per Event Overall:	£2,000,000

(This is the maximum amount that the insurer will pay per Event in total under this and any other policies issued by the Insurer to the Insured)

Endorsements

1 Endorsement 1 - Permanent Partial Disablement

Compensation under Section B benefit 1 **Permanent Total Disablement** as shown in the Schedule is extended to include the following benefit - subject to a maximum total of 100% in the aggregate.

1. Total loss of use of:
a. back or spine (excluding cervical) without cord involvement 40%
b. neck or cervical spine without cord involvement 30%
c. shoulder, elbow or wrist 25%
d. hip, knee or ankle 20%

2. Loss of or total loss of use of:
a. foot below the level of the ankle(talofibular joint) 50%
b. thumb 20%
c. one forefinger or big toe 15%
d. any other finger 10%
e. any other toe 4%

3. Benefit for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by the insurer of the degree of disability relative to this scale without reference to the **Insured Person's** occupation.

Provided that:
a. The total benefit payable shall not exceed 100% of the amount shown in the table of sums insured for each **Insured Person** in respect of any one Accident.
b. If benefit is payable for Loss of or Loss of use of a Limb then benefits for parts of that limb cannot also be claimed.

2 Endorsement 2 – Age limit extension

It is noted and agreed that if an Insured Person is over the age of 55 years, the Policy Age Limit for SECTION A benefit 2 Accidental Death and SECTION B Injury benefits 1-8 is deleted, and the following benefits and age limits will apply:

Benefits	Superior Limits: For persons older than 55 years of age but less than 75 years of age	Superior Limits: For persons older than 75 years of age
Persons covered	Category A	Category B only
Section A: Benefit 2 Accidental Death resulting from Bodily Injury	£15,000	£3,000
Section A: Benefit 3 Funeral Expenses	£5,000	£5,000
Section B: Benefit 1*	£30,000*	NIL
Section B: Benefits 2-8 – other than 5b Benefit 5b Benefit 11	 £17,500 £4,375 N/A	 £3,000 £625 Nil
Home/Car Adaptation	£5,000	£1,000
Broken Bones/Dislocation/Snapped Achilles or Cruciate Ligament	£75	NIL
Concussion Moderate or Severe Long Term	 Up to £250 N/A	 N/A N/A
Emergency Medical Expenses	£250	£50
Rehabilitation and retraining expenses	£1,250	£250
Hospitalisation benefits	£12.50 per day (max 4 weeks)	£12.50 per day (max 4 weeks)
Coma benefit	£12.50 per day (max 365 days)	£12.50 per day (max 365 days)
Travel Expenses	£50 (max 1 month)	£50 (max 1 month)
Helpline – Counselling	YES	YES
Helpline – Legal Advice	YES	YES
Medical Certification Expenses	Up to £50	Up to £50
Loss of or Damage to Football Kit or Football Boots	Up to £100	N/A

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	*The Permanent Total Disablement benefit (Section B, benefit 1) is only applicable if the Insured Person is in full-time employment at the time of sustaining Bodily Injury and for the purposes of this endorsement the definition of Permanent Total Disablement contained within the wording is deleted and replaced with as follows: **Permanent Total Disablement** means disablement other than any Permanent Disabling Injury which has lasted for at least 12 months and which in the opinion of the Insurer's Chief Medical officer, is beyond hope of recovery and will in all probability continue for the remainder of the Insured Person's life and will prevent the Insured Person from engaging in or giving attention to any occupation.

Personal accident insurance benefits summary for **Adult Football teams**

For distribution to members or to display in an area visible to members

Insured: Cumberland FA Affiliated Teams, as declared
Level of cover: Superior 200

Life Cover (whilst playing &/or training only)	£10,000
Accidental Death	£30,000
Funeral Expenses	£5,000
Permanent Total Disablement	Up to £60,000
Loss of Sight in one or both eyes	£35,000
Loss of one or more limbs	£35,000
Tetraplegia / Quadriplegia	£100,000
Triplegia / Paraplegia / Hemiplegia	£50,000
Concussion (Long Term)	£10,000
Concussion (Moderate & Severe)	Up to £250
Miscarriage	£500
Temporary Total Disablement – monthly benefit	£200
Broken bones (Leg, Arm, Cheek, Collar bone, Jaw, Skull, Hip and/or Foot)	£250
Primary Dislocation (Kneecap, Elbow, Shoulder or Hip)	£250
Snapped / Ruptured Achilles Tendon or Cruciate Ligament (requiring surgery)	£250
Loss of Speech	£35,000
Loss of Hearing both ears	£35,000
Loss of Hearing one ear	£8,750
Loss of Internal Organ	£35,000
Emergency Dental Pain Relief	£100
Emergency Medical Expenses	Up to £500
Rehabilitation and Retraining	Up to £5,000
Home/Car Adaptation benefit	Up to £25,000
Extra Travel Expenses	£100
Coma benefit	£30 per day
Hospitalisation benefit	£25 per day
Student Not in Gainful Employment	Up to £140 month
Student Tutorial Benefit	Up to £140 month
Examination Re-sit benefit	Up to £2,500
Legal advice and Counselling helplines	24/7
Facial & bodily scarring	£600
Medical Certification Expenses	Up to £50
Loss of or Damage to Football Kit or Football Boots (following bodily injury during the Effective Time)	Up to £100

Please note: Age limit – covers players up to 55 years and officials up to 75 years. Cover can be provided above these age limits but reduced benefits to those shown above will apply, as detailed in the policy schedule issued to your club secretary. Please contact the club secretary for a copy of the schedule or contact Bluefin Sport for further information. Policy terms and conditions apply. A full copy of the policy wording is available from your club secretary or at www.bluefinsport.co.uk/ngis.

Not sure the cover provided is adequate for your needs?

If you feel the club should have purchased a different level of insurance for your team then please contact your club secretary to discuss. If required your club secretary can arrange alternative levels of cover (where possible) at any time of the season by contacting Bluefin Sport.

Making a claim

All claims must be submitted to **Woodgate & Clark Ltd** who have been appointed by the Insurers to handle all claims on their behalf. A Claim Form can be found on our website www.bluefinsport.co.uk/ngis. Please arrange to return the fully completed form either by **Post** to NGIS Claims Team, Woodgate & Clark Ltd, 42 Kings Hill Avenue, Kings Hill, West Malling, ME19 4AJ or email footballpaclaims@woodgate-clark.co.uk. It is important that you also notify your club secretary who will be required to sign your claim form to confirm you are a member of the club/team insured under this policy.

Require assistance?

For more information or if you have any queries regarding the cover arranged please contact Bluefin Sport on 0345 872 5060, email nationalgame@bluefinsport.co.uk or visit www.bluefinsport.co.uk/ngis.

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Marsh Ltd
Terms of Engagement

Introduction

Marsh Ltd is an insurance intermediary and risk consultant.

These Terms of Engagement, together with any Letter of Engagement or Statement of Work we send to you will form the agreement between us and you, our client (the "Engagement"). If anything in this Terms of Engagement document is inconsistent with your Letter of Engagement or Statement of Work, then the relevant part of the Letter of Engagement or Statement of Work will apply.

When we provide reinsurance services, all references to 'insurance' or 'insurers' should be read as references to 'reinsurance' or 'reinsurers'.

References to 'you' and 'your' include each of your affiliates (as defined in clause 11.1).

These Terms of Engagement contain important information. If there is anything you do not understand or accept, please talk to your regular Marsh contact. By instructing us, you are accepting the terms of the Engagement.

Our Services are set out in a schedule to your Letter of Engagement or in your Statement of Work or they will otherwise be agreed between you and us in writing.

You have the right to ask us for a copy of any personal data that we hold about you in our records, and to correct any inaccuracies or out-of-date information. Should you wish to do so or if you have any questions about our use of the personal data you provide please contact your regular Marsh contact or write to the Data Protection Officer:

Data Protection Officer
Marsh Ltd
Tower Place
London EC3R 5BU

Phone: 020 7357 1000
Email: dataprotection@marsh.com

Our information and/or documentation can be made available in a larger font, or an alternative format, on request. Please contact your Client Executive for further details.

ToE Combined

MARSH & McLENNAN COMPANIES

1. Our Services

1.1 We will use the reasonable skill and care expected of a competent and professional insurance intermediary and risk consultant providing similar services.

1.2 Our Services may include advice or recommendations (or both) as set out in your Letter of Engagement or Statement of Work. However, it is for you to decide whether or not to accept our advice or recommendations.

1.3 We will be entitled to provide the Services ourselves or, where appropriate, through one or more of our affiliates or subcontractors.

1.4 Claims related Services will only be provided up to the time the Engagement ends, unless specifically agreed otherwise in writing.

1.5 Any information we provide on insurance regulatory and tax issues will be based on information available publicly and our experience from working on similar matters for other clients. We are not qualified to provide, and will not provide, legal, accounting, regulatory or tax advice. We recommend that you obtain your own advice on such matters from relevant professional advisers.

1.6 After assessing your needs, we will normally recommend an insurance solution for you. You will then need to decide how to proceed. When we receive your instructions, we will try to arrange insurance to meet the needs you have specified. If we cannot place your insurance policy, we may refer you to another insurance intermediary.

1.7 As part of our negotiations with insurers on your behalf, we may on occasion be able to obtain more favourable terms and conditions for your placement by providing insurers with certain types of information. Where we believe your interests would be advanced by doing so, you authorise us to do the following:

1.7.1 at the outset of the negotiations, to provide insurers with the terms of the expiring policy, including pricing, and/or a pricing objective for your placement;

1.7.2 during negotiations, to provide one or more insurers with the terms of a quote received from another insurer, where in our judgment doing so may lead to improved terms for you; and

1.7.3 at the end of negotiations, to provide one or more insurers with an opportunity to submit an improved quote after all other quotes have been received.

2. How we are paid by you

2.1 We are either paid:

- a percentage of the premium due to the insurer for your insurance policies (a commission or brokerage); or
- a fee; or
- a combination of both.

2.2 For insurance broking services, we will be considered to have fully earned our commission from the inception of your policy. We will keep our commission even if an insurance policy is amended, terminated or cancelled. This does not affect any statutory cancellation rights you have. Our right to fee earnings is not conditional on the placement of an insurance policy.

2.3 Where appropriate we will charge reasonable expenses in connection with travel, accommodation and meals while working on your behalf away from any Marsh office.

2.4 If you ask us for a copy of your files, we may charge you for our time spent and costs reasonably incurred in dealing with such a request.

2.5 All fees and expenses we quote do not include VAT (which will be added if applicable).

3. Client money

3.1 If we hold money on a client's behalf, it will be held in a trust fund that is separate from our own cash assets. These separate trust fund arrangements are commonly known as "client money". If we were ever unable to pay our debts, then those to whom we owe money (our creditors) should not be able to make claims on our client money in the separate trust funds as it does not form part of our own cash assets.

3.2 The trust arrangement we use for client money is known as a non-statutory trust. Here, we may use premiums and claims monies we receive to cross-fund clients' premiums and claims; for example we may pay a premium on to an insurer before we have received it from the client if we believe it is in the best interests of that client.

3.3 We have agreements with some insurers (known as "risk transfer agreements"). Under these risk transfer agreements the insurers agree that they are responsible to you for any premium that you have already paid to us and that they remain responsible for any premium refunds or claims payments until the premium refund or claim payment is received by you. In this case we may hold client money due to or from the insurers in the same trust fund.

3.4 Where we do not have risk transfer agreements in place with insurers the client money we hold will still be protected within the non-statutory trust but will be known as "non risk transfer" client money. Non risk transfer clients have priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of Marsh's non risk transfer clients.

3.5 We do not use client money to pay ourselves commission before we receive your premium.

3.6 When we hold client money on trust for you this gives rise to fiduciary duties upon us that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when we receive premium in the case of risk transfer agreements).

3.7 Without affecting our fiduciary duties to you, in some cases we may:

- hold client money in accounts which are outside of the United Kingdom and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business purposes) you can ask us not to put your client money in an account in a particular country.
- pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask us not to pass your money to an intermediary outside of the United Kingdom or in a particular country.
- arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account. If we do this, we will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.

3.8 If, in the process of handling client money, we earn interest or benefit from investment income or from foreign exchange rate movements, we will keep any such amounts.

4. Your obligations

4.1 Your attention is drawn to the accompanying Important Information document and Duty of Disclosure and Fair Presentation document which set out a number of your obligations. In addition, the below sets out further obligations which apply to all Services.

4.1.1 You shall provide us with all relevant information in relation to your business to enable us to provide the Services. Such information must be provided in a format which allows us to provide a clear presentation to insurers. We can rely on any information provided to us by you and/or your outgoing insurance broker.

4.1.2 You must pay your insurance premiums and our invoices on time.

4.2 For consulting Services only:

- You must arrange for us to have access to all records, documents, files and other relevant information, personnel and/or management. If we need further information, or if we need to visit any of the project's premises, we will arrange this with you.
- Our Services are based on conditions observed by us and information provided by you.
- You agree to pay our invoices within 30 days of the invoice date. We may suspend or terminate the Services entirely until all invoices are paid.

5. Work product

5.1 We disclaim all responsibility for any consequence whatsoever should a third party rely upon any report, letter, information or advice we provide to you without our prior written consent that such third party may do so.

5.2 The restrictions in this clause 5.2 apply to our consulting Services and Global Analytics Services only.

5.2.1 You must not use any materials that we create, utilise or develop in connection with the Engagement, and any intellectual property rights associated with them (the "Work Product"), for any purpose other than your internal risk management purposes (the "Purpose").

You must not:

- Disclose the Work Product to any third party;
- use it for any other purpose; or
- reproduce, disseminate, quote from or refer to, in whole or in part at any time, nor shall any public references be made concerning Marsh or the Work Product or disclosure of Marsh's role in connection with this Engagement, or public reference to this Engagement without our prior written permission. However, subject always to Clause 9, we may refer to the fact that we have carried out work for you.

5.2.2 Notwithstanding the above obligation not to disclose the Work Product to any third parties and only use it for the Purpose, should a third party receive the Work Product and place reliance on it, you will indemnify, defend and hold harmless Marsh, its directors, officers, shareholders, affiliates and employees (collectively "Indemnified Persons") from and against any and all claims (including claims for reasonable legal fees) brought by such a third party in connection with the Work Product or the Engagement. You will not be liable under this indemnity to the extent any such claim is determined, by way of a final judgment of a court of competent jurisdiction, not subject to further appeal, to have resulted from the fraud or wilful misconduct of any Indemnified Person.

5.2.3 Any oral or draft Work Product which we might provide will not constitute our final opinions and conclusions. These will be contained in our final written Work Product, which shall be expressed as such.

5.2.4 Provided that any relevant party (referred to below) to which you intend to disclose a Work Product agrees in writing that it cannot rely on the Work Product and that it will not disclose the Work Product to any third party, we agree that you may provide the Work Product to your regulators, your financing banks or proposed financing banks, insurers or proposed insurers for information only.

5.2.5 Where we permit a third party to place reliance on a Work Product and thereby agree to accept liability or responsibility to a third party it will be by means of a letter from us to the addressees as defined in such letter (the "Release Letter") where the addressees accept and agree:

i. to enter into a contractual relationship with us;

ii. that the report containing the Work Product was addressed to you and was prepared on your instructions only and will not necessarily address or reflect their interests or circumstances; and

iii. that our liability to them is limited to, and aggregated with, our liability to you.

6. Period and termination

6.1 The Engagement starts on the date shown in your Letter of Engagement or Statement of Work. If there is no Letter of Engagement or Statement of Work then the Engagement starts when you receive these Terms of Engagement.

6.2 Either party may terminate the Engagement by giving the other not less than 90 days' notice in writing. We will still be entitled to the earnings referenced in clause 2 and/or a fee for any consulting Services and/or for any Global Analytics Services which we have provided based on the time we have spent providing the Services plus any reasonable expenses.

6.3 Either party may terminate the Engagement immediately in writing if the other party:

- commits a material breach and, in the case of a breach capable of remedy, fails to do so within 30 days of receipt of a notice setting out particulars of the breach; or
- becomes insolvent or bankrupt, goes into liquidation, enters into a voluntary arrangement with their creditors, becomes subject to an administration order or has a receiver appointed over their assets, or becomes subject to any equivalent foreign process.

6.4 When the Engagement terminates we will co-operate in the transfer of your business where necessary, in consideration of all amounts owed to us being paid.

7. Limit of our liability

7.1 The maximum aggregate liability of Marsh and our affiliates to you, howsoever arising, in connection with the Engagement shall be limited in total to either the amount set out in any Letter of Engagement or Statement of Work or, in the absence of any such amount being specified therein:

7.1.1 For insurance broking Services, £10,000,000.

7.1.2 For consulting Services (other than Global Analytics Services as described below) the greater of £500,000 or ten times the fee paid to Marsh for the consulting Services. In the event that we agree to make the Work Product available to third party(ies) in accordance with clause 5.2 above, the aggregate liability described in this clause 7.1.2 shall be the aggregate liability to you and/or all of the third parties.

7.1.3 For Global Analytics Services (including risk financing optimisation, fund reserving, catastrophe modelling, financial modelling and structured/legacy solutions) one times the fee or where no fee is charged for Global Analytics Services, then £500,000.

7.2 Marsh and our affiliates shall not be liable to you in any circumstances, for any loss of profit or any special, indirect or consequential loss howsoever arising under or in connection with the Engagement.

7.3 We are not liable for any actions or failures arising before the date you enter into the Engagement

7.4 These provisions shall not apply to:

- any liability which cannot lawfully be excluded or limited; and
- any client defined as a consumer (i.e. a person acting for purposes outside his trade, business or profession).

7.5 This limitation of liability clause shall survive termination of the Engagement.

7.6 Our obligations to you are solely contractual in nature. We act as a fiduciary for you to the extent required under English law but do not have any enhanced fiduciary or other duty to you.

8. Data protection and intellectual property

8.1 We shall retain all intellectual property rights in all materials developed, designed or created by us (or any of our affiliates) before or during the Engagement, however we grant you a perpetual and royalty free licence to use these materials, but only for the purposes for which they were created under the Engagement.

8.2 The parties both warrant that they will comply with the provisions of the applicable UK law (including the Data Protection Act 2018), EU law (including the General Data Protection Regulation (Regulation EU 2016/679)) and any other data protection laws, applicable to the Engagement.

8.3 To provide our Services, we will collect and use information about individuals, such as their name and contact details, which may also include special categories of personal data (e.g. health information) and information relating to criminal convictions and offences. The purpose for which we use personal data may include arranging insurance cover, handling claims and for crime prevention and detection. More information about our use of personal data is set out in the Marsh Privacy Notice available at https://www.marsh.com/uk/privacy-notice.html. You or the data subjects whose data you provide to us can also request a copy of the Marsh Privacy Notice by email or writing to the Data Protection Officer, Marsh Ltd, Tower Place, London EC3R 5BU or dataprotection@marsh.com. We recommend that you review this notice.

8.4 Providing the Services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, sub-contractors, our affiliates and to certain regulatory bodies who may require your personal data themselves for the purposes described in the Marsh Privacy Notice.

8.5 Depending on the circumstances, the use of personal data described in this notice may involve a transfer of data to countries outside of the UK and the European Economic Area that have less robust data protection laws. Any such transfer will be done with appropriate safeguards in place.

8.6 Use of personal data based on consent: in some circumstances, we may need to collect and use special categories of personal data. Where your consent to this processing is necessary for us to provide you with the relevant services, this consent may be withdrawn at any time, but if it is, we may be unable to continue to provide our Services and this may mean that we are unable to process an enquiry or claim or that the applicable insurance cover will stop.

8.7 Where you are providing us with personal data about a person other than yourself, you agree to notify them of our use of their personal data and, where necessary, obtain their consent to our use of certain special categories of personal data. You agree that our provision of the Services to you is conditional on you providing such notices and obtaining such consents. Where the consent of such third party is required, they may withdraw any such consent at any time but if consent is withdrawn then we may be unable to continue to provide services to them (and possibly you), and this may mean that we are unable to process enquiries or claims or that the relevant insurance cover will stop.

8.8 We will maintain appropriate data security procedures designed to protect against loss or compromise of personal data.

9. Confidentiality

9.1 We will keep your information confidential. However, in the normal course of business and in acting on your behalf we may disclose your information to our employees, agents, outsourcers, premium finance providers, affiliates or sub-contractors or to insurers and their agents. We may also have to disclose your information pursuant to legal or regulatory requirements including, but not limited to, requests meeting the requirements under the Third Parties (Rights Against Insurers) Act 2010. Any disclosure to any other third party will only be made with your prior written consent.

9.2 We will be entitled to use information in relation to your insurance, on a de-identified and/or aggregate basis, when dealing with insurers on other risks on behalf of policyholders other than yourself.

9.3 We may:

9.3.1 provide databases to insurers which may include confidential information relating to your insurance; and

9.3.2 include, on a de-identified and/or aggregate basis, information relating to your insurance programme and risk management in benchmarking, modelling, and other analytics offerings.

9.4 More information regarding the databases, benchmarking, modelling and analytics referenced in clause 9.3 is available at: https://www.marsh.com/uk/about-marsh/leading-the-way-in-transparency.html

9.5 This confidentiality commitment to you does not apply to information lawfully in our possession or in the public domain.

10. Bribery and corruption

Each party shall comply with all applicable laws, statutes and/or regulations relating to bribery and corruption, including but not limited to the Bribery Act 2010.

11. Affiliates

11.1 You accept the Engagement on your own behalf and on behalf of each of your affiliates (where they are receiving, or are a beneficiary of the Services). You shall ensure that each of your affiliates will act on the basis that they are a party to and bound by the Engagement. All references in the Engagement to "you" (and derivatives of it) shall mean you and each of your affiliates.

11.2 For the purpose of this Engagement “affiliates” means, in relation to a company, its subsidiaries and subsidiary undertakings and any holding company it may have and all other subsidiaries and subsidiary undertakings of any such holding company (as such terms are defined in the Companies Act 2006). In addition to the foregoing, in reference to Marsh the term “affiliates” shall include Marsh & McLennan Companies, Inc. and all of its subsidiaries. As the term applies to you, "affiliate" shall also include your partners, co-venturers and/or other co-insureds to whom we or any of our affiliates may assume a responsibility as a consequence of the provision of the Services or any additional services.

12. General

12.1 These Terms of Engagement may only be amended by written agreement signed by each party.

12.2 Except as set out in these Terms of Engagement, a person who is not a party to the Engagement, has no rights to enforce or to enjoy the benefit of any term of the Engagement by virtue of the Contracts (Rights of Third Parties) Act 1999.

12.3 Neither party will have any liability for any failure or delay in performing their obligations because of a force majeure event. Force majeure means an event beyond the reasonable control of a party.

12.4 Notwithstanding clauses 6 and 12.3, Marsh reserves the right to suspend or terminate the Engagement (in whole or in part) where it believes performance could be a breach of applicable economic or trade sanctions. Marsh shall not provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Marsh or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

12.5 If any provision of the Engagement is prohibited or unenforceable or is found to be invalid, illegal or unenforceable by a court or any other competent authority, that provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of the Engagement shall not be affected.

12.6 The Engagement sets out the entire understanding of the parties in relation to the matters that it deals with and supersedes and invalidates all previous letters, agreements and understandings (oral or written) in relation to those matters.

12.7 Any failure or delay in exercising any rights under the Engagement shall not constitute a waiver of such rights.

13. Governing law and jurisdiction

The Engagement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and any disputes related thereto shall be subject to the exclusive jurisdiction of the English courts.