



## Liability Insurance

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## 2 INTRODUCTION

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### 2.1 CERTIFICATION AND EXTENT OF POLICY COVERAGE

This is to certify that in accordance with the authorisation granted under Binding Authority B6991SCO2018S01 to John Ansell & Partners Limited trading as British Activity Holiday Insurance Services Limited (BAHIS) by Your Insurers, and in consideration of the premium specified having been paid, Your Insurers agree to the extent and in the manner detailed, to indemnify You against loss or damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the Business, as detailed in the Policy Schedule, after such loss, damage or liability has been proved.

Provided always that:-

- Your Insurers liability shall not exceed the limits of liability expressed in the attaching Policy Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf
- this Policy insures only in respect of the sections specified in the Policy Schedule
- this Policy is subject to all provisions, conditions and exclusions which are contained within the body of the wording or that may be endorsed or added hereto, all of which are to be considered as incorporated and shall be read together.

### 2.2 THE INSURANCE ACT 2015

This important legislation aims to balance both Your interests and Ours.

It covers the following key areas:

- Your duty of fair presentation to Us.
- The remedies available to Us where the duty to make a fair presentation has been breached.

This Policy is prepared in accordance with the Insurance Act.

### 2.3 YOUR DUTY OF FAIR PRESENTATION

We have relied on the information You have given Us in setting the terms and premium for this Policy. You owe Us a duty of fair presentation under the Insurance Act 2015. To comply with this duty it is very important that:

- You provide Us with all material information in a clear and accessible form, having made reasonable searches and enquires of all information available to You (including information held by third parties, such as agents, service providers or anyone insured by the Policy);
- the information You provide, including Your answers to any Proposal Form, Statement of Fact and all other information You provide, is correct, complete and free of any misrepresentation;
- any statements of opinion, expectation or belief are made in good faith.

Your duty of fair presentation applies at commencement, renewal and whenever making any changes to Your Policy.

If You breach Your duty of fair presentation, You may adversely affect Your Policy and Your ability to make any claim:

- (1) If Your breach is deliberate or reckless and We show that if You had complied with Your duty We would not have entered into this Policy, or would only have done so on different terms, We will be entitled to treat this Policy as if it had never existed, refuse to pay all claims, reclaim any sums paid to You and need not return the premium paid;
- (2) If Your breach is neither deliberate nor reckless and We show that if You had complied with Your duty:
  - (a) We would not have entered this Policy, We will be entitled to treat this Policy as if it had never existed, refuse to pay all claims, reclaim any sums paid to You and return the premium paid;
  - (b) We would only have entered this Policy on different terms, We will be entitled to:
    - (i) treat this Policy as if it had been entered into on those different terms;
    - (ii) reduce any claim in the same proportion as the premium actually charged bears to the higher premium that would have been charged.
- (3) We and/or Your insurance adviser, will write to You if We intend to treat Your Policy as if it never existed or amend the terms of Your Policy.
- (4) You will confirm Your acceptance of any amended terms within thirty (30) days of being notified of such changes by Us and/or Your insurance adviser.

#### **Notifying any changes or inaccuracies in information**

Your failure to promptly notify Us of inaccuracies or changes in the information You have provided may adversely affect Your Policy or Your ability to make any claim, in whole or part. Claims arising from or connected to a material change to You or Your Business or the risks insured, as compared to the situation which applied at the inception of this Policy, are excluded unless covered by an express extension or endorsement to this Policy.

If You become aware at any time during the Period of Insurance or at renewal that the information You provided to Us is (or has become) inaccurate, or otherwise changes materially (for example, due to new developments in Your Business), You or Your insurance adviser must inform Us as soon as reasonably practicable.

We will be entitled to revise the premium or the terms of this Policy (retrospectively if appropriate), to reflect the inaccuracy or material change, in addition to any rights We may have for any breach of Your duty of fair presentation, and/or to exercise Our right to cancel this Policy. If You are late in notifying Us of any inaccuracy or material change and We would have cancelled this Policy if You had notified Us as soon as reasonably practicable, We will be entitled to treat this Policy as if it had been cancelled by Us after You should have notified Us.

Once We have been notified of any inaccuracy or material change, We will advise You if this affects Your Policy. You will pay any additional premium due and confirm Your acceptance of any amended terms within thirty (30) days of being notified of such changes by Us. We may decide simply to note the change for the purpose of review prior to renewal.

#### **Helpful Information**

##### **Material Information**

You must search for all material information and disclose it to Us without misrepresentation. Material information is anything which might reasonably influence Our decision to offer You insurance or the terms (including the premium) on which any offer is made. It includes facts, circumstances, allegations and events. Material information includes special or unusual facts concerning You or Your Business, any particular concerns You may have which have led You to seek or increase Your insurance cover and any other facts relevant to the risk taken by Us. You should assume that all information specifically sought by Us is material, whether in a Statement of Fact, Proposal Form or otherwise.

## 2.4 BREACH OF TERM

The Insurer agrees that where there has been a breach of any term (express or implied) then such a breach shall result in any liability the Insurer might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that the Insurer will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

We will not rely upon a breach of any term to exclude, limit or discharge Our liability if the breach could not have increased the risk of the Loss or Damage which actually occurred in the circumstances in which it occurred.

## 2.5 THE LAW AND JURISDICTION THAT GOVERNS THIS POLICY

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this Policy shall be subject to EU Law. The indemnity provided by this Policy shall apply only to judgements against You in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and the EU and not to judgements obtained elsewhere nor to judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

## 2.6 DATA PROTECTION ACT 1998

It is understood by You that any information provided to Us regarding You will be processed by Us in compliance with the provisions of the Data Protection Act 1998 and any subsequent legislation or Act.

We will use Your information to manage Your insurance Policy including underwriting and claims handling. This may include disclosing it to other insurers, third party suppliers, loss adjusters, reinsurers and Governmental bodies (hereafter referred to as the Group). Your information includes data about Your transactions. We may use and share Your information with other members of the Group to help Us and them:

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- develop services and systems

We do not disclose Your information to anyone outside the Group except:

- where We have Your permission or;
- where We are required or permitted to do so by Law or;
- to other companies who provide a service to Us or You or;
- where We may transfer rights and obligations under this agreement.

### **Sensitive Information**

Some of the personal information We ask You for may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about criminal convictions and civil proceedings). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in the Policy documents.

## **Credit Reference Agencies**

Your information may be linked to, and Your application assessed, using credit reference agency records relating to anyone with whom You have a joint account or similar financial association.

## **2.7 FRAUD PREVENTION AGENCIES**

If false or inaccurate information is provided and fraud is identified or suspected details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, when for example;

- checking applications for and managing credit and other facilities and recovering debt.
- checking insurance proposals and claims.
- checking details of job applicants and Employees.

We and other organisations that may access and use information recorded by fraud prevention agencies may do so from other countries.

## **2.8 STATUTORY STATUS DISCLOSURES**

### **John Ansell & Partners Ltd trading as British Activity Holiday Insurance Services (BAHIS)**

This is to certify that in accordance with the authorisation granted under contract to John Ansell & Partners Ltd trading as British Activity Holiday Insurance Services (BAHIS) to operate a binding authority underwriting agreement and to act on behalf of the Insurer(s) whose names and proportions underwritten by them are supplied within the Schedule attaching to this Policy the said Insurer(s) are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in line with the terms and conditions herein or endorsed hereon.

### **Your Insurers**

DTW 1991 Underwriting Limited on behalf of Syndicate 1991 at Lloyd's has underwritten this insurance in accordance with the authorisation granted to John Ansell & Partners Ltd trading as British Activity Holiday Insurance Services (BAHIS) under a contract of delegated authority.

Reference for the delegated authority agreement is shown under Agreement Reference in the Policy Schedule  
Syndicate 1991 at Lloyd's

Registered Office: One Creechurch Place, London EC3A 5AY

Registered in England and Wales No. 08330551

DTW 1991 Underwriting Limited on behalf of Syndicate 1991 at Lloyd's is an Appointed Representative of Coverys Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

## 2.9 CLAIMS INFORMATION

In the event of a claim or any circumstances that is likely to result in a claim, in accordance with 5.6 Conditions Applicable to all Policy Section, Notification of Claims- Insured's Action, You must notify the following:-

Woodgate and Clark Limited  
The Red House  
King Street  
West Malling  
Kent  
ME19 6QT  
Tel: 01732 520273  
Out of Hours 01732 520270  
Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

### 3 COMPLAINTS PROCEDURE

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This Policy is insured 100% by DTW 1991 Underwriting Limited on behalf of Syndicate 1991 at Lloyd's. In the event that you wish to make a formal complaint you should contact the Compliance Officer at Syndicate 1991 using one of the following options:-

in writing (letter or email) to the address shown below or;

by telephone to the telephone number shown below or;

The Compliance Officer  
Syndicate 1991  
One Creechurch Place  
London  
EC3A 5 AY  
Email: [complaints@DTW1991.com](mailto:complaints@DTW1991.com)  
Tel +44 (0)20 3923 3120

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

Complaints Lloyd's  
Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime Chatham  
Kent  
ME4 4RN  
Email [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel +44 (0)20 7327 5693  
Fax +44 (0)20 7327 5225  
Web [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may have the right to refer Your complaint to the Financial Ombudsman Service. If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, You may refer the matter to the following organisation:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR



Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Tel: For UK callers: 0800 023 4567 (free phone), or 0300 1239123 (but charges apply)

Tel: For callers from abroad: +44 (0)20 7964 0500 (charges apply)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response

Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

### **Financial Services Compensation Scheme (FSCS)**

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that We are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme

10<sup>th</sup> Floor

Beaufort House

15 St Botolph Street

London

EC3A 7QU

Web: [www.fscs.org.uk](http://www.fscs.org.uk)

## 4 GENERAL DEFINITIONS

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**BUSINESS** as described in the Policy schedule including

- the ownership and occupancy (including maintenance) of Your own Property and any Property for which You are legally responsible
- the provision and management of canteen, sports and social, educational training, hospitality and welfare facilities for Your Employees
- first aid fire medical ambulance and security services
- private work carried out with Your consent for You or any of Your directors, partners or other senior officials.

**EMPLOYEE**

- any person under a contract of service or apprenticeship with You
- any self-employed person working on a labour only basis, a labour only sub-contractor, master or person supplied by any of these
- any person seconded to acquire work experience, training, volunteer, study exchange scheme or otherwise any person hired to or borrowed by You including volunteer, marshal, instructor, supply teacher or leader whilst engaged in working for You in connection with Your Business.

**EXCESS**

The amount shown in the Policy Schedule to any section of the Policy being the amount of each and every claim which is not covered and for which You are considered to be Your own insurer.

**LIMIT OF INDEMNITY**

The amount You can recover in respect of loss occurring under this Policy which is subject to a Limit of Indemnity as shown in the Policy Schedule.

**INJURY**

- bodily injury, death, illness, disease or shock including
- wrongful entry or eviction or other wrongful invasion of the right of private occupancy
- mental anguish, mental injury and shock, false arrest, wrongful detention or false imprisonment or malicious prosecution of any person.

**INSURED/YOU/YOUR/YOURS**

The person(s) or corporate body named in the Policy Schedule and includes

- Your associated or subsidiary companies notified to and accepted in writing by Your Insurers at Your written request
- any director, partner, principal, Employee or volunteer worker, any officer, member, committee member or Employee of Your sports and social or welfare organisation or fire first aid or ambulance service
- in the event of Your death, Your legal personal representatives in respect of legal liability incurred by You.

**INSURER(S)/WE/US/OUR(S)**

DTW 1991 Underwriting Limited on behalf of Syndicate 1991 at Lloyd's

**NORTH AMERICAN RISKS**

United States of America and Canada or any territory within its jurisdiction.

**OFFSHORE**

The time of embarkation by an Employee onto a conveyance at the point of final departure to either an offshore rig or offshore platform until disembarkation by an Employee from a conveyance onto land upon return from either an offshore rig or offshore platform.

**PARTICIPANT**

Any individual participating in activities provided by You.

**PERIOD OF INSURANCE**

The period of insurance stated in the Policy Schedule and any subsequent period for which premium payment is made by You and is accepted by Your Insurers.

**POLICY**

The Policy, the Schedule and any endorsements attached or issued.

**POLICY SCHEDULE**

The most current Policy Schedule issued to You by Your Insurers.

**POLLUTION**

Pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and all loss, destruction, damage or injury directly or indirectly caused by such pollution or contamination.

**PRINCIPAL**

Any public authority, government body, company, firm, organisation or person for whom You are undertaking a contract.

**PRODUCTS**

Any commodity or article (including containers labelling instructions or advice provided in connection therewith) manufactured, sold, supplied, repaired, serviced, tested, financed, constructed, installed or processed by or on behalf of You from or within the Territorial Limits in connection with the Business.

**PROPERTY**

Material property.

**TERRITORIAL LIMITS**

-Great Britain, Northern Ireland, the Isle of Man, the Channel Isles and its Continental Shelf around those countries

-elsewhere in the world whilst temporarily working away and engaged in non-manual work or work which has been otherwise approved by Your Insurers and for which an additional premium may have been required

-For Products: anywhere in the world excluding North America unless otherwise approved by Your Insurers and for which an additional premium may have been required

## 5 SCOPE OF COVER

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### 5.1 EMPLOYERS LIABILITY

#### 5.1.1 INSURING CLAUSE

In the event of Injury to any Employee caused during the Period of Insurance and arising out of and in the course of their employment by You in connection with Your Business within the Territorial Limits Your Insurers will indemnify You against all sums that You shall become legally liable to pay including all damages, legal costs and expenses as compensation in respect of such Injury.

#### 5.1.2 LIMIT OF INDEMNITY

The liability of the Your Insurers to any claimant or number of claimants in respect of any one claim or series of claims arising out of one occurrence shall not exceed the amount specified in the Policy Schedule including all damages, legal costs and expenses for

- representation at a Coroner's inquest or inquiry in respect of any death
- defence in any court or summary jurisdiction of any proceedings in respect of any act or omission relating to any event which may be subject to Indemnity

incurred with Your Insurers written consent.

#### 5.1.3 EXCLUSIONS

Your Insurers will not be liable for

##### 5.1.3.1 ASBESTOS

Any liability under this section arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to Asbestos or materials or products containing Asbestos other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees in which case a sub-limit of £5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause.

It is a condition precedent to the liability of the Insurer that the Insured does not manufacture mine process distribute test remediate remove store dispose sell or use Asbestos or materials or products containing Asbestos.

##### 5.1.3.2 FINES AND PENALTIES

The cost of fines, penalties, punitive, exemplary, liquidated and multiple damages.

##### 5.1.3.3 MECHANICALLY PROPELLED VEHICLES

The Injury to any Employee whilst

- carried in or upon
- entering or getting on to or alighting from

any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security.

#### 5.1.3.4 OFFSHORE

Liability arising out of any work undertaken or visits Offshore.

## 5.2 THIRD PARTY - PUBLIC AND PRODUCTS LIABILITY

### 5.2.1 INSURING CLAUSE

In the event of

- accidental Injury to any person
- accidental physical loss to Property obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water

happening within the Territorial Limits during the Period of Insurance and arising in connection with the Business, Your Insurers will indemnify You in respect of Your legal liability for compensation .

### 5.2.2 LIMIT OF INDEMNITY

Your Insurer's liability will not exceed the Limit of Indemnity stated in the Policy Schedule applicable to this section for any one claim or series of claims arising from one source or original cause. In addition Your Insurers will pay legal costs and expenses.

### 5.2.3 EXCLUSIONS APPLICABLE TO PUBLIC AND PRODUCTS LIABILITY

**Your Insurers will not be liable for**

#### 5.2.3.1 ASBESTOS AND HAZARDOUS SUBSTANCES

Liability for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

#### 5.2.3.2 CARE CUSTODY CONTROL

The physical loss of Property whilst in the care custody or control of or owned by You or any Employee other than

- Personal Property of Employees or visitors.
- Buildings including their contents temporarily occupied by You for the purposes of carrying out work therein or thereon unless more specifically provided for herein.

#### 5.2.3.3 EMPLOYEES

Loss in respect of bodily Injury sustained by an Employee including marshals provided by You to supervise off road driving activities which arises out of and in the course of their employment or engagement by You.

#### 5.2.3.4 NORTH AMERICAN RISKS

The liability caused by or arising from any Products known by You to be for use or integrated within any other products for use in or supply to the United States of America or Canada or any territory within their jurisdiction, unless otherwise approved by Us and for which an additional premium may have been charged.

#### 5.2.3.5 PROFESSIONAL ADVICE

Loss arising from professional advice given by You for a fee or in circumstances where a fee would normally be charged but this shall not apply to tuition or instruction given by teachers, leaders, instructors, supervisors or marshals.

#### 5.2.3.6 TOUR OPERATOR

Any liability whilst operating as Travel Agent or Tour Operator (defined in Package Travel Regulations 2018).

#### 5.2.3.7 VEHICLES/CRAFT

The loss arising out of ownership possession or use of any

- mechanically propelled vehicle including anything attaching to it
  - i) used in circumstances where insurance or security is required by law
  - ii) where indemnity is provided by any other Policy or security
- craft intended to travel through the air or space or other aero spatial device
- watercraft other than non-mechanically propelled watercraft or safety boats or other watercraft not exceeding 10 metres in length
- hovercraft (other than personal hovercraft).

Unless arising from Your normal Business if agreed by Your Insurers.

### 5.3 POLICY EXTENSIONS APPLICABLE TO ALL SECTIONS

#### CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL

Your Insurers will

- a) Indemnify You, for such liability to the extent that any contract or agreement entered into by You or with any Principal against liability You may assume arising out of the performance by You of a contract or agreement
- b) indemnify the Principal in like manner to You in respect of liability of the Principal arising out of Your performance of such contract or agreement provided that
  - i) The conduct and control of claims is vested with Your Insurers
  - ii) The Principal shall observe, fulfil and be subject to the terms conditions and endorsements of this insurance so far as they apply
  - iii) The indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
  - iv) The indemnity granted under the Employers Liability section shall only apply in respect of liability to any person who is Your Employee

Where any indemnity is provided to any Principal Insurers will treat each Principal and You as though a separate insurance had been issued to each of You provided that nothing in this clause shall increase the liability of Your Insurers to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limit of Indemnity.

## **COURT ATTENDANCE COMPENSATION**

Your Insurers will indemnify You for any compensation subject to a maximum of £250 per day in the event of You or any director, partner, proprietor or Employee attending court as a witness at the request of the Your Insurers in connection with a claim which You are entitled to indemnity under this Policy.

## **HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER DEFENCE COST**

In the event of

- any or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

Your Insurers will provide indemnity in respect of legal costs and expenses incurred in representing You in such proceedings including appealing the results of such proceedings as long as the proceedings relate to any or alleged act, omission or incident which has been committed during the Period of Insurance within the United Kingdom and in the course of Your Business

Provided that

- Your Insurers total liability in respect of legal costs and expenses shall not exceed £1,000,000 in the aggregate during one Period of Insurance
- Your Insurers will only indemnify You where legal costs and expenses arise as a result of any matter which is the subject of indemnity under the policy
- Your Insurers will only be liable for legal costs and expenses incurred in respect of legal representation appointed by them
- if there is any other insurance or indemnity in force covering the same legal costs and expenses Your Insurers liability shall be limited to a proportionate amount of the total legal costs and expenses but shall not exceed £1,000,000 in the aggregate during one Period of Insurance

This indemnity shall not apply

- i) in respect of fines or penalties of any kind
- ii) to proceedings consequent upon any Injury deliberately caused by You
- iii) to persons other than You or any of Your directors, partners, proprietors or Employees.

## 5.4 POLICY EXTENSIONS APPLICABLE TO PUBLIC AND PRODUCTS ONLY

Your Insurers will indemnify

### 5.4.1 BUSINESS TRAVEL

You and if You so request any of Your directors, partners, proprietors or Employees (including accompanying families) against legal liability whilst engaged in non-manual visits in connection with the Business.

### 5.4.2 CONSUMER PROTECTION ACT 1987 AND FOOD SAFETY ACT 1990 DEFENCE COSTS

You and also at Your request any of Your directors, partners, proprietors or Employees for legal costs and expenses incurred

- in defending any prosecution for breach of duty.
- with Your Insurers' consent in an appeal against a conviction resulting from prosecution under Part II of the Consumer Protection Act 1987 or Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance where circumstances may otherwise give rise to a claim under this section excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which any person claiming indemnity under this section knows or should have known would be likely to constitute an offence under the above Acts.

### 5.4.3 CONTINGENT GENERAL LIABILITY

You, where You have an agreement with a specific bona fide sub-contractor forming part of the Business, and in the event of any negligent act of the contractor which shall remain unsatisfied by the contractor and/or their insurances which is beyond Your control, Insurers will indemnify You if they are found to be held legally liable. No liability shall attach in respect of powered aircraft including hot air balloons other than for liability incurred by Your Participants as passengers in such craft.

### 5.4.4 CONTINGENT MOTOR LIABILITY

You for such legal liability arising out of the use of any motor vehicle not belonging to or provided by You, provided Your Insurers will not be liable

- to indemnify any party other than You
- for loss of or damage to such motor vehicle or Property conveyed therein
- for Injury or physical loss arising whilst such vehicle is being driven by You or a partner
- if indemnity is available under any other insurance or security
- for Injury or physical loss occurring outside the Territorial Limits
- in circumstances where compulsory insurance or security is required under any legislation governing the use of the vehicle

### 5.4.5 CROSS LIABILITIES

You and other insured parties. In this situation Your Insurers will provide indemnity to each party in the same manner and to the same extent as if a separate policy has been issued to each party provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Indemnity stated in the Policy Schedule.



#### 5.4.6 DATA PROTECTION ACT 1984

You against Your legal liability to pay

- compensation for damage or distress under the provisions of sections 22 and 23 of the Data Protection Act 1984 including legal defence costs and expenses incurred with Your Insurers written consent
- defence costs against prosecution brought under section 19 of the Act

Provided that

- the act or omission from which liability arises is committed during the Period of Insurance
- You are registered in accordance with the terms of the Data Protection Act 1984 or have applied for such registration and that registration has not been refused or withdrawn.
- Your Insurers will not be liable for
  - i) the cost of replacing, reinstating, rectifying or erasing any data
  - ii) the recording, processing or provision of data for reward
  - iii) the determining of the financial status of a person
  - iv) the deliberate act or omission by You from which liability could reasonably be expected to result having regard to the nature and circumstances of such act or omission
  - v) an agreement which would not have attached in the absence of such agreement.

#### 5.4.7 DEFECTIVE PREMISES ACT 1972

You for such legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased for purposes pertaining to the Business and since disposed of by You excluding liability for Injury or physical loss happening prior to the disposal of the premises or to the disposed premises themselves.

#### 5.4.8 LEASED HIRED OR RENTED PREMISES

You against all sums which become legally liable to pay as compensatory damages and claimants legal costs and expenses arising out of physical loss or physical damage to premises leased hired or rented to You or for which You are temporarily responsible for the purpose of the Business occurring during the Period of Insurance excluding

- the first £500 of such physical loss caused otherwise than by fire or explosion
- liability assumed by You under a tenancy or other agreement which would not have attached in the absence of such agreement

provided that Your Insurers liability will not exceed the Limit of Indemnity as stated in the Policy Schedule.

#### 5.4.9 LIBEL & SLANDER

You in respect of legal liability to pay compensation and claimants legal costs and expenses for claims made against You arising from any act of libel or slander committed or uttered in good faith by You in the course of the Business provided always that

- the indemnity granted by this extension shall apply solely to Your in-house and trade publications
- the liability of Your Insurer under this extension shall not exceed £250,000 in any one Period of Insurance.

#### 5.4.10 PARTICIPANT TO PARTICIPANT LIABILITY

Any insured Participant in like manner to You provided that

- such Participant is not entitled to indemnity under any other policy or policies.
- such Participant shall observe, fulfil and be subject to the terms exceptions and conditions of this Policy insofar as they may apply.
- nothing contained in this clause shall be deemed to increase the limit of Your Insurers in respect of any one occurrence or series of occurrences as stated in this Policy.

#### 5.4.11 PERSONAL LIABILITY

You and Your family members where a private dwelling forms part of the premises under the Policy in respect of Your family's domestic staff in accordance with this Policy.

#### 5.4.12 TENANTS NON NEGLIGENT THIRD PARTY PROPERTY DAMAGE

You in respect of premises including fixtures and fittings and Property (including activity equipment) used leased or rented to You or for which You are temporarily responsible subject to a limit of £10,000 each and every occurrence and in all in respect of any one location, provided that the work is undertaken by You at the premises in connection with the Business but excluding the first £500 of any loss.

This extension shall not apply where legal liability arises from any agreement to maintain insurance in respect of damage to such premises as is in force elsewhere unless in respect of damage where

- i) the claim is presented to Your Principals and or the property owners with a request that payment is made under any other policy which may be in operation and that if no such policy shall be in force or if such request be refused confirmation be obtained in writing
- ii) there is satisfactory evidence of damage being Your responsibility and that the settlement shall be considered without legal liability or negligence proved.

#### 5.4.13 VEHICLES USED AS A TOOL OF TRADE

You for legal liability arising out of

- the use in connection with Your Business of any mechanically propelled vehicle (or trailer attached) as a tool of trade
- the loading or unloading of or bringing of a load to or taking of a load from any vehicle machine or trailer

excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance.

## 5.5 EXCLUSIONS APPLICABLE TO ALL POLICY SECTIONS

Your Insurers will not indemnify You against

### 5.5.1 BIOLOGICAL OR CHEMICAL MATERIALS

Loss, damage, legal liability, costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### 5.5.2 CONTRACTUAL AGREEMENT

Any liability which is assumed by You by agreement, (other than liability arising out of a condition of warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.

### 5.5.3 ELECTRONIC CYBER LIABILITIES

Loss, damage or legal liability associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:-

- i. the response of a computer to any date or date change or;
- ii. the failure of a computer to respond to any date or date change or;
- iii. the loss of or denial of access to any data either your own or third party or;
- iv. any Loss of or Damage to or change or corruption in data or software on a computer or computer system or;
- v. any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website.

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.

### 5.5.4 MISUSE OF THE INTERNET AND EXTRA-NET

Liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the Insured(s) own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.

### 5.5.5 NUCLEAR

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from

- ionising radiation or contamination by radioactivity from any nuclear fuel nuclear waste or the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

### 5.5.6 POLLUTION

Liability arising out of Pollution including the cost of removing, nullifying or cleaning up such Pollution other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance

Provided that

- All Pollution which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
- The liability of Your Insurers for all damages payable in respect of all Pollution which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity stated in the Policy Schedule.

### 5.5.7 WAR AND TERRORISM EXCLUSION

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

Or

(2) any act of terrorism.

For the purpose of this endorsement any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes and objectives.

This endorsement also excludes 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 (1) and/or (2) above.

If Your Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

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

Notwithstanding the foregoing this exclusion is deemed to not apply to the extent that an indemnity is to be required in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in which case the liability of Your Insurer under this section for damages costs and expenses (including all defence costs) payable in respect of any one claim against You or series of claims against You arising out of one event shall not exceed £5,000,000.

## 5.6 CONDITIONS APPLICABLE TO ALL POLICY SECTIONS

These conditions are precedent to any liability of Your Insurers under this Policy and if not observed by You then You may forfeit all rights to indemnity and benefits under this Policy.

### 5.6.1 ADJUSTMENT

Where this Policy is shown to be subject to a premium adjustment You will within one month of the expiry of the Period of Insurance forward to Your Insurer such information as Your Insurer may require. Your Insurer shall thereupon adjust such premium subject to any minimum premium and You will pay any additional premium required.

### 5.6.2 ALTERATION

You must give notice to Your Insurer as soon as reasonably practicable of any fact or event affecting the risks insured by this Policy which is or might be material to Your Insurers.

### 5.6.3 ARBITRATION

If Your Insurers accept liability for a claim under this Policy but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time. In these circumstances the arbitrator's award must be made before there is any right of action against Your Insurers.

### 5.6.4 ASSIGNMENT

Assignment of interest under this insurance shall not bind Your Insurer without Your Insurer's written consent.

### 5.6.5 CANCELLATION

You have the right to cancel this insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding less the administration fee to cover operational costs. Following this 14 day period the Policy premium becomes due and You may not be entitled to a refund of premium and the Policy may run for its full term. Your Insurers may cancel this Policy with 14 days written notice, and you will be entitled to a pro-rata return of premium, provided no claims have been made under the Policy.

### 5.6.6 CLAIMS - INSURED'S ACTION

Whenever anything occurs, which might give rise to a claim under this Policy, You will

- notify Your Insurers as soon as possible
- do and permit to be done all things reasonably practicable to minimise avoid or diminish the loss
- not admit liability to any party
- send to Your Insurers as soon as possible on receipt any letter claim writ summons or process relating to a claim, unacknowledged.

### 5.6.7 CLAIMS - YOUR INSURER'S RIGHTS

Your Insurers having been advised of a claim or of an occurrence which might give rise to a claim under this Policy will be entitled to

- undertake in Your name the defence control or settlement of any claim and for its own benefit take proceedings in Your name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim
- pay You in settlement of Your liability under the Employers Liability and or Public and Products Liability sections and their extensions for all claims arising out of any one occurrence or series of occurrences attributable to one original clause either
  - i) the Limit of Indemnity or
  - ii) such other amount for which a claim may be settled

Your Insurers will only provide indemnity for legal costs and expenses as referred to in the Public and Products Liability section incurred up to the date of such payment and any amount already paid will be deducted from this payment.

### 5.6.8 CLAIMS CO-OPERATION

You will provide all help and assistance and co-operation required by Insurers in connection with any claim.

### 5.6.9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person or company who was not party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

### 5.6.10 DISHONESTY/FRAUD

If You, or anyone acting on Your behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive Us during the course of any claim, We:

1. will not be liable to pay the claim; and
2. may recover from You any sums paid by Us to You in respect of the claim; and
3. may by notice to You treat this Policy as having been terminated with effect from the time of the fraudulent or dishonest act.

If We exercise Our rights under 3 above We:

1. shall not be liable to You for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to Our liability under this Policy (for example – if a loss is incurred or You make a claim or if We are notified of circumstances which may give rise to a claim); and
2. need not return any premium paid.

### 5.6.11 REASONABLE CARE

You, directors, partners, proprietors and Employees will take all reasonable precautions to

- select and supervise staff
- prevent accidents Injury or physical loss
- observe and fulfil the requirements of all statutory obligations and regulations
- maintain the premises plant and machinery in sound condition.

#### **5.6.12 SANCTIONS**

Your Insurer shall not be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that Insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

#### **5.6.13 SEVERAL LIABILITY**

The subscribing Insurer(s) obligations under Policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Insurer(s) are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

The proportion of liability under this contract underwritten by a company (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members' proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

#### **5.6.14 SUBROGATION**

In the event of any claim under this Policy You shall at the Your Insurers' request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Your Insurers.

#### **5.6.15 TAX**

In addition to the premium You will pay to Your Insurers any tax due on the premium which Your Insurers are required to collect and which is incorporated in accordance with current legislation.