



**XL Insurance**

**Sport & Leisure**

# Policy

## **MEAD Sport and Leisure Limited Combined Liability Insurance**

Form CSL-L 0121 - MSL (UK)

in association with

**MEAD**  
Sport and Leisure Ltd



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# 1 Introduction

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This policy, including this Introduction, General Definitions, Conditions and Exclusions, the **Schedule**, coverage Sections and any **Endorsement**, are a single document and are to be read as one contract.

In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

This insurance is underwritten by **Us** and arranged through MEAD Sport and Leisure Limited on **Our** behalf.

Please read the **Schedule** and policy carefully and make sure that they meet **Your** needs. Contact MEAD Sport and Leisure Limited if any corrections are necessary.

In this policy, certain words or phrases are specially defined or make reference to the **Schedule** or to clauses elsewhere in the policy.

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

## 1.1 Policy Format

Upon request MEAD Sport and Leisure Limited can provide braille, audio or large print versions of the policy and the associated documentation. Please contact MEAD Sport and Leisure Limited who will be pleased to supply an alternative for **You**.

## 1.2 Fair Processing Notice

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

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

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

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

If You have questions or concerns regarding the way in which Your personal information has been used, please contact:

[legalcompliance@axaxl.com](mailto:legalcompliance@axaxl.com)

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

For more information about how We process Your personal information, please see Our full privacy notice at:

<https://axaxl.com/privacy-and-cookies>

## 1.3 Brokers, Intermediaries, Partners, Employers and other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the



above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

#### 1.4 **Third Party Rights**

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

#### 1.5 **Interpretation**

In this policy:

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

#### 1.6 **Law and Jurisdiction**

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

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

#### 1.7 **Cancellation and Cooling Off Period**

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

**You** are entitled to cancel this policy by notifying **Us** in writing, by email or by telephone through MEAD Sport and Leisure Limited within fourteen (14) days of either:

- (i) the date **You** receive this policy, or
- (ii) the start of **Your Period of Insurance**

whichever is the later.

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

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

**You** are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing, by email or by telephone through MEAD Sport and Leisure Limited. Any return of premium due to **You** will depend on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

##### (c) **Our Right to Cancel**

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

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

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will depend on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.



### 1.8 Information You have given Us

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

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

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

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

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

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

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

- (1) give **You** notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** **fourteen (14) days'** notice that **You** are terminating this policy.

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

### 1.9 Fraud

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

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act. If **We** exercise **Our** right under (c) above:
  - (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
  - (ii) **We** need not return any of the premium paid.

### 1.10 Sanctions

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

### 1.11 Change in Circumstance

**You** must tell **Us** through MEAD Sport and Leisure Limited as soon as practicably possible about any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

**We** will tell **You** if such change affects **Your** policy and, if so, **We** may for example cancel **Your** policy in accordance with the Cancellation and Cooling- Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your**



policy being invalid.

### 1.12 Complaints Procedure

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

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

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

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

Telephone Number: +44 (0)20 7743 8487  
Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

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

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

Exchange Tower  
London  
E14 9SR

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

Telephone Number: **From within the United Kingdom**  
0800 0234 567 calls to this number are free on mobiles and landlines  
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

**From outside the United Kingdom**  
+44 (0)20 7964 0500  
Fax Number: +44 (0)20 7964 1001  
Text Number: 07860 027 586 Call Back Service

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

### 1.13 Insurance Guarantee Scheme

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

### 1.14 Regulatory Information

#### **XL Catlin Insurance Company UK Limited**

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

Registered Office 20 Gracechurch Street, London, EC3V 0BG. Registered in England Number 5328622.



**XL Catlin Services SE**

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

Registered office: XL House, 8 St Stephen's Green, Dublin 2 Ireland.  
Registered in Ireland No. 659610

**MEAD Sport and Leisure Limited**

MEAD Sport and Leisure Limited, 57 Overbury Road, Norwich, Norfolk NR6 5LB.  
Freephone: 0800 0850 261 email: [ask@sportsinsurancemead.com](mailto:ask@sportsinsurancemead.com)

Registered in England and Wales. Registration Number 4282518.  
Registered Office: Tanyard Farm House, Langshott, Horley, Surrey RH6 9LN.

MEAD Sport and Leisure Limited has been authorised by the Financial Conduct Authority to carry out regulated activities as an appointed representative of Golfguard Limited Firm Reference Number 310410.

## 2 General Definitions

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

- 2.1 **Bodily Injury** means death, injury, illness or disease of any person.
- 2.2 **Broker** means insurance Broker insurance agent or intermediary who arranged this insurance on the **Insured's** behalf.
- 2.3 **Business** means the business stated in the **Schedule** conducted at or from the **Insured's** premises, as well as:
- (a) the ownership, repair and maintenance of the **Insured's** own property;
  - (b) provision and management of canteen, social, sports, medical and welfare organisations and fire fighting and security services principally for the benefit of **Employees** and for the protection and promotion of the **Insured's Business** as stated in the **Schedule**;
  - (c) private work undertaken by any **Employee** for any of the **Insured's Directors**, partners or senior officials with the **Insured's** prior consent.

For the purposes of Section 4 – Professional Liability “**Business**” means only those professional services performed or the advice given by the **Insured** in relation to the **Business** stated in the Schedule.

- 2.4 **Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes for example Trojan Horses, worms and time or logic bombs.
- 2.5 **Damage** means the loss of possession of or physical damage to **Property**.
- 2.6 **Day Ticket Holder** means any person holding a day ticket issued by the **Insured**.
- 2.7 **Director** means any natural person which was or is or may hereafter be:
- (a) a director, officer, committee member or trustee of the **Insured**; or
  - (b) acting at the **Insured's** request, order or direction as a director, officer, committee member or trustee of the **Other Concern**; or
  - (c) a **Shadow Director** (other than in the capacity as external auditor, liquidator, receiver, administrative receiver); or
  - (d) the lawful spouse of any person defined in (a) – (c) above but only in respect of Loss payable under the policy in relation to such person which is by operation of law imputed or transferred to that spouse; or
  - (e) the estate, heirs, legal representatives or assigns of any of the foregoing in the event of the death, incompetency, incapacity, bankruptcy or insolvency of that person.
- 2.8 **Director's Costs and Expenses** means all costs, charges and expenses (other than regular or overtime wages, salaries or fees of any director) incurred with the **Insurer's** prior written consent in defending, investigating, attending or monitoring any claim or Disqualification Proceedings, Investigation or Environmental Proceedings or appeals therefrom together with all costs of bringing an appeal. Provided always that the **Insurer** shall at its absolute discretion (but with the consultation of the **Director**) elect whether the **Insurer** or the **Director** is to instruct the legal representatives for the **Director** in respect of any claim.
- 2.9 **Disqualification Proceedings** means legal proceedings against the **Director** pursuant to which the **Director** is liable to be disqualified from continuing to be a **Director** of the **Insured**.
- 2.10 **Document or Data** means all and any records arising from the **Insured's Business**, whether kept in paper (excluding stamps, currency, bank notes and instruments, travellers cheques, cheques, postal orders, money orders, securities and the like), magnetic or electronic form, for which the **Insured** are legally responsible, whilst in the **Insured's** custody or in the custody of any person other than the

owner to or with whom they have been entrusted, lodged or deposited by the **Insured** in the ordinary course of the **Insured's Business**.

- 2.11 **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 2.12 **Employee** means:
- (a) any person under a contract of service or apprenticeship with the **Insured**
  - (b) any labour master or labour only sub-contractor or person supplied by any of them
  - (c) any self-employed person providing labour only
  - (d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **Insured**
  - (e) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme
  - (f) any volunteer
- whilst employed or engaged by and under the control of the **Insured** in connection with the **Insured's Business**
- 2.13 **Endorsement** means a change in the terms and conditions of this policy agreed by the Insurer that can extend or restrict cover.
- 2.14 **Environmental Proceedings** means any prosecution, official investigation, examination, inquiry or other proceedings by any official body or institution that is empowered to investigate the affairs of the **Insured** or the **Other Concern**, arising from any actual or alleged **Pollution**.
- 2.15 **Excess** means the amount stated in the **Schedule** for which the **Insured** will be responsible in respect of each and every claim.
- 2.16 **Extranet** means a restricted-access group of inter-connected networks accessible through service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 2.17 **Goods** means any goods or products (including containers, labelling, instructions or advice provided in connection therewith) after it has left the **Insured's** care, custody or control which has been manufactured, sold, supplied, erected, repaired, altered, treated, transported serviced or installed by the **Insured** in the course of the **Insured's Business**. **Goods** do not include food and drink provided primarily for the use of the **Employees** or for consumption on the **Insured's** premises.
- 2.18 **Inland waterway** means a body of water that lies inland of the coastline. The coastline is the line of ordinary low water along with that portion of the coast that is in direct contact with the open sea or the line marking the seaward limit of inland water.
- 2.19 **Internet** the worldwide group of inter-connected networks accessible through service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 2.20 **Intranet** means one or more inter-connected networks with restricted access to the **Insured** through service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 2.21 **Investigation** means any investigation, examination, inquiry or other proceedings, other than when arising from any actual or alleged **Pollution**, by any official body or institution that is empowered to investigate the affairs of the **Insured** or the **Other Concern**.
- 2.22 **Member** means any person who is or during the **Period of Insurance** becomes a member of the **Insured** and includes Season Ticket Holders.
- 2.23 **Notified / Notifying** means that notice is sent in writing or by email by the **Insured** (or the **Insured's**

- Broker**) through MEAD Sport and Leisure Limited to, and received by, the **Insurer**. For the avoidance of doubt, notice is not valid if given by any third party (other than the **Insured's Broker**).
- 2.24 **Offshore** means the geographic area that lies seaward of the coastline. The coastline is the line of ordinary low water along with that portion of the coast that is in direct contact with the open sea or the line marking the seaward limit of inland water:
- 2.25 **Other Concern** means:
- (a) any registered charity and/or trade, research, promotional, training or similar association or organisation (whether incorporated or not) existing for any non-profit making purpose, not domiciled, registered or incorporated in the United States of America;
  - (b) any sports, social or similar association or organisation (whether incorporated or not) established or conducted for the **Director** or the **Director's** family's and dependent's benefit or the benefit of any **Employee** and their families and dependents.
- 2.26 **Period of Insurance** means the period stated in the **Schedule**.
- 2.27 **Pollution** means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, for example, smoke vapours, soot, duct, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including, for example, material to be recycled, reconditioned or reclaimed) or contamination of any kind.
- 2.28 **Premium** means the amount stated in the **Schedule**.
- 2.29 **Property** means tangible property.
- 2.30 **Proposal** means a written proposal or proposals, whether or not using a special form or including a presentation document, made by or on behalf of the **Insured** or any person **Insured** to the **Insurer** for the insurance evidenced by this policy or any of its Sections, including any information which the **Insurer** has relied on. This does not include any information contained within or linked to the **Insured's** website unless such information is specifically supplied to the **Insurer** by or on behalf of the **Insured** in written form.
- 2.31 **Schedule** means the document entitled **Schedule** that relates to and forms part of this policy.
- 2.32 **Shadow Director** means a person who is deemed to be a shadow director (within the meaning given by section 741(2) of the Companies Act 1985 (UK) or any amendment or re-enactment thereof) of any company solely by reason of any of the **Insured's** activities.
- 2.33 **Subsidiary Company** means any corporate body in respect of which the **Insured** as at the date of inception of this policy controls:
- (a) the composition of the board of directors; or
  - (b) more than half of the voting power; or
  - (c) more than half of the voting issued share capital and such company which is subsequently acquired or created and included with the **Insurer's** written consent.
- 2.34 **Terrorism** means an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 2.35 **United Kingdom** means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
- 2.36 **We / Us / Our/ Insurer** means XL Catlin Insurance Company UK Limited.
- 2.37 **Wrongful Act** means:
- (a) in respect of Section 4 – Professional Liability any negligent act, negligent error, negligent omission or negligent breach of duty; and



- (b) in respect of Section 5 – Directors and Officers Liability any actual or alleged act committed or attempted by the **Director** or any matter claimed against the **Director** solely by reason of the **Director** serving in such capacity as the **Insured's Director** and/or a **Director** of the Other Concern. Related or continuous or repeated or casually connected wrongful acts shall constitute a single wrongful act.

2.38 **You / Your / Insured** means:

- (a) the company, organisation, club, society, association, federation or fishery named in the **Schedule**
- (b) any **Subsidiary Company** of such company, organisation, club, society, association, federation or fishery operating in or from premises in the **United Kingdom**;
- (c) in the event of the death of the **Insured** the personal representatives of the **Insured** in respect of liability incurred by the **Insured** provided that such person shall as though they were the **Insured** observe fulfil and be subject to the terms exceptions conditions and endorsements of this policy as far as they can apply.

For the purposes of Section 1 – Public Liability, Section 2 – Products Liability and Section 3 – Employers Liability the definition of **You / Your / Insured** extends to include:

- (i) any director or **Employee** of the **Insured** while acting on behalf of or in the course of their employment or engagement by the **Insured** in respect of liability for which the **Insured** would have been entitled to cover under this policy if the claim against any such person had been made against the **Insured**;
- (ii) any officer member or **Employee** of the **Insured's** social sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such;
- (iii) any director partner or senior official of the **Insured** in respect of private work carried out by an **Employee** for any such person with the consent of the **Insured**.

### 3 General Exclusions

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

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

3.1 **Abuse**

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

3.2 **Asbestos**

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

3.3 **Biological or Chemical Materials**

loss, damage, cost or expense of whatsoever nature 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.

3.4 **Coronavirus**

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

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

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

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

3.5 **Cyber**

any electronic means including the failure or impairment of any computer or other electronic device, computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion does not apply to the cover provided by Public Liability Extensions 8.1.3 Data Protection Act 1998 or 8.1.8 – Data Protection Act 2018.

3.6 **Data Protection**

save as provided in sections 8.1.3 Data Protection Act 1998 and 8.1.8 Data Protection Act 2018, any compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including the Data Protection Act 2018, whether the liability of the **Insured** arises directly or indirectly.

3.7 **Firearms**

the ownership, possession or use of firearms.

3.8 **Punitive Damages**

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



3.9 **Radioactive Contamination**

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

3.10 **Territorial and Jurisdictional Limits**

- (a) costs and expenses arising outside the **United Kingdom**; or
- (b) legal proceedings brought in a court of law outside the **United Kingdom** or brought in a court of law within the **United Kingdom** to enforce a judgement or order made in any court of law outside the **United Kingdom**; or
- (c) in respect of Section 4 – Professional Liability, **Business** undertaken outside the **United Kingdom**.

3.11 **Terrorism**

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

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

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

3.12 **War (not applicable to Section 3 – Employers Liability)**

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage to Property** by or under the order of any government or public or local authority.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

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

## 4 General Conditions

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

### 4.1 Assistance and Co-operation

The **Insured** and any person insured must provide the **Insurer** with such information, assistance and co-operation as the **Insurer** and/or its counsel may request. The **Insurer** may be entitled to refuse to pay any claim under this policy in its entirety, or any payment could be reduced if the **Insured** or any person insured fails to do so.

### 4.2 Cancellation

Further to the cancellation provisions contained in the Introduction, **We** will have the right to cancel this policy in the event of any of the following:

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

or the equivalent court application, order, appointment or arrangement in any jurisdiction in which the **Insured** may be domiciled within the **United Kingdom**.

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

In such cases, the **Insured** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance**.

### 4.3 Claim Notification

The **Insurer** may be entitled to refuse to pay any claim under this policy in its entirety, or any payment could be reduced if the **Insurer** is not **Notified** as soon as practicably possible:

- (a) of any claim;
- (b) regardless of any previous notice, of receipt of any claim Form, Particulars of claim, Arbitration Notice or any other formal document commencing legal proceedings, copies of all such documents being provided with such notification;
- (c) of any circumstance of which the **Insured** shall become aware which may give rise to a claim;
- (d) of any circumstance of which the **Insured** shall become aware which may give rise to an entitlement to be covered under this policy.

In the event that the **Insurer** is **Notified** during the **Period of Insurance** of any circumstance which in the **Insurer's** opinion may give rise to a claim then any subsequent claim which arises directly from the circumstance so **Notified** shall be deemed to have been made during the **Period of Insurance**.

### 4.4 Documents Relevant to a Claim

The **Insured** or any person insured must ensure that all documents relevant to any claim and any circumstance which is likely to give rise to a claim are not destroyed or otherwise disposed of. The **Insurer** may be entitled to refuse to pay any claim under this policy in its entirety, or any payment could be reduced if the **Insured** or any person insured fails to do so.



#### 4.5 **Due Diligence**

The **Insurer** may be entitled to refuse to pay any claim under this policy in its entirety, or any payment could be reduced if the **Insured** does not at all times:

- (a) take all practicable steps to prevent or minimise accidents or **Bodily Injury**;
- (b) take all practical precautions for the safety of or to prevent or minimise **Damage to Property**;
- (c) exercise due care in the selection and supervision of **Employees**;
- (d) use its best efforts to observe and comply with statutory or local authority obligations, regulations, laws and bye-laws.

#### 4.6 **Entitlement to Defend**

The **Insurer** is entitled, but not obliged, to take over and conduct in the name of the **Insured** or persons insured the defence or settlement of any claim or to prosecute in the name of the **Insured** or persons insured for its own benefit any claim for cover under this policy or damages or otherwise. The **Insurer** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

#### 4.7 **Non-Admission of Liability**

No admission, offer, promise or payment is to be made or given by or on behalf of the **Insured** or any person insured without the written consent of the **Insurer**. The **Insurer** may be entitled to refuse to pay any claim under this policy in its entirety, or any payment could be reduced if any such admission, offer, promise or payment is made.

#### 4.8 **Other Insurance**

If at the time of any claim there is or but for the existence of this policy would be any other policy of insurance in favour of or effected by or on behalf of the **Insured** or person insured applicable to such claim the **Insurer**:

- (a) shall not be liable to cover the **Insured** or person insured in respect of such claim except beyond the amount which would be payable under such insurance had this policy not been effected under Section 1 – Public Liability, Section 2 – Products Liability, Section 3 – Employers' Liability and Section 4 – Professional Liability;
- (b) shall not be liable to cover the **Insured** or person insured in respect of such claim under Section 5 – Directors and Officers Liability;
- (c) shall not be liable to cover the **Insured** or person insured in respect of such claim for more than its proportion of the total claim thereof under Section 6 – Members Personal Liability and Section 7 – Day Ticket Holders Personal Liability.

#### 4.9 **Payment in Full**

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

#### 4.10 **Premium Adjustment**

Where the **Premium** is provisionally based on the **Insured's** estimates, the **Insured** shall keep accurate records and within thirty (30) days of expiry of the **Period of Insurance** declare such details as the **Insurer** requires. The **Premium** shall then be adjusted and any difference paid or allowed to the **Insured** as the case may be subject to any minimum **Premium** that may apply. Failure to declare such details to the **Insurer** will entitle the **Insurer** to make its own estimate and adjust the **Premium** accordingly.



4.11

### **Subrogation**

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

The **Insured** and any person insured shall, without charge, provide such assistance as the **Insurer** may require in any subrogation and shall at all times protect and preserve any rights of recovery to which they would become subrogated under this policy. The **Insurer**, at its option, may have the conduct of any proceedings to recover monies paid or payable by them, whether or not the **Insured** or person insured has an interest in such proceedings by reason of any uninsured losses.

## 5 Section 1 – Public Liability

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### 5.1 Operative Clause

The **Insurer** will cover the **Insured** against:

- (a) all sums which the **Insured** shall become legally liable to pay as damages for and/or arising out of accidental **Bodily Injury** and/or **Damage to Property** occurring within the **United Kingdom** and during the **Period of Insurance** which arises in connection with the **Business**.
- (b) all costs and expenses incurred with the written consent of the **Insurer** in respect of any claim against the **Insured** which may be the subject of cover under this Section.
- (c) the payment of the solicitors fees incurred with the written consent of the **Insurer** for representation of the **Insured** at:
  - (a) any Coroners Inquest or Fatal Accident Inquiry in respect of any death;
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Bodily Injury** or loss of or **Damage to Property** which may be the subject of cover under this Section;
- (d) any legal expenses incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured** for breach of Part 1 of the Health and Safety at Work Act 1974 or similar legislation in the **United Kingdom** relating to the safety health and welfare of persons other than **Employees** (but excluding legal fees and expenses arising from a breach of Section 6 of the Act) provided that **Insurer** shall not be liable for any fines or penalties imposed as a consequence of such prosecution.

### 5.2 Limit of Liability

The liability of the **Insurer** for all damages payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one claim or series of claims arising out of any one occurrence or series of occurrences arising from one originating cause shall not exceed the amount specified in the **Schedule** inclusive of all costs and expenses.

### 5.3 Extensions

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

#### 5.3.1 Tenants Liability

It is understood and agreed that Exclusion 5.4.4(b) shall not apply to **Property** leased or rented by the **Insured** (other than such premises temporarily occupied by them for the purpose of work therein or thereon) provided that:

- (a) this extension shall not apply if such liability attached by virtue of a lease or other agreement but would not have attached in the absence of any such lease or other agreement
- (b) there shall be no liability hereon for loss or **Damage** by fire or other perils insurable under a fire policy or certificate of insurance in circumstances where the **Insured** is required by the lease or other agreement relating to the premises to effect insurance against fire and other such perils.
- (c) the **Insured** is not:
  - (i) entitled to cover under any policy or certificate of insurance relating to the premises effected by or on behalf of the **Insured**, the owner or any other party
  - (ii) protected by a waiver of subrogation rights by the owner leaseholder or landlord of such premises.

### 5.3.2 **Contingent Motor Liability**

Notwithstanding Exclusion 5.4.5 the **Insurer** will provide cover to the **Insured** against legal liability as herein defined arising out of the use in the course of the **Insured's Business** of any motor vehicle not the property of nor provided by the **Insured**. Such cover will not apply to legal liability:

- (a) in respect of any loss of or **Damage** to such vehicle or to property conveyed therein;
- (b) arising while such vehicle is being driven by the **Insured**;
- (c) in respect of which the **Insured** is entitled to cover under any other insurance arising which such vehicle is used outside the **United Kingdom**.

### 5.3.3 **Defective Premises Act 1972**

This Section is extended to include legal liability incurred by the **Insured** by virtue of Section 3 of the Defective Premises Act 1972 or similar legislation in the **United Kingdom** in respect of any premises which have been disposed of by the **Insured** in connection with the **Insured's Business** provided that the **Insurer** shall not be liable:

- (a) for the costs or remedying any defect or alleged defect in the premises,
- (b) if the **Insured** is entitled to cover from any other source;
- (c) for any liability assumed by the **Insured** under contract or agreement which would not have attached in the absence of such contract or agreement.

### 5.3.4 **Consumer Protection Act**

The **Insurer** will cover the **Insured** under this Section in respect of legal costs and expenses incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings alleging a breach of Part 2 of the Consumer Protection Act 1987 or similar legislation in the **United Kingdom** provided that the **Insurer** shall not cover the **Insured**:

- (a) for fines or penalties of any kind;
- (b) where cover is provided by any other insurance;
- (c) for proceedings consequent upon any deliberate act or omission.

### 5.3.5 **Contractual and Principal Liability**

The **Insurer** will cover the **Insured** under this Section against liability in respect of **Bodily Injury** or loss of or **Damage to Property** to the extent that any contract or agreement entered into by the **Insured** with any principal so requires. The **Insurer** will:

- (a) cover the **Insured** against liability assumed by the **Insured**
- (b) cover the principal in like manner to the **Insured** in respect of the liability of the principal arising out of the performance by the **Insured** of such contract or agreement provided that:
  - (i) the conduct and control of claims is vested in the **Insurer**;
  - (ii) the principal shall observe fulfill and be subject to the terms conditions exclusions and endorsements of this policy in so far as they can apply;
  - (iii) the cover shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any cover is provided to any principal the **Insurer** will treat each principal and the **Insured** as though a separate policy has been issued to each of them provided that nothing in this clause shall increase the liability of the **Insurer** 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 Limits of Liability.

#### 5.3.6 Court Attendance

In the event of any partner, **Director** or **Employee** of the **Insured** attending court as a witness at the request of the **Insurer** in connection with a claim in respect of which the **Insured** is entitled to cover under Section 1 – Public Liability, Section 2 – Products Liability or Section 3 – Employers Liability the **Insurer** will provide compensation to the **Insured** at the following rates per day on which attendance is required:

- (a) any partner or **Director** GBP 250 per day;
- (b) any **Employee** GBP 100 per day.

#### 5.3.7 Cross Liabilities

If the **Insured** comprises more than one party the **Insurer** will under this Section provide cover to each **Insured** in the same manner and to the same extent as if a separate policy had been issued to each of them.

Provided that nothing in this extension shall increase the liability of the **Insurer** to pay any amount exceeding the limit of liability of the operative Section(s) regardless of the number of persons claiming to be insured.

#### 5.3.8 Cyber

Despite General Exclusion 3.5 – Cyber, this Section shall extend to include liability of the **Insured** arising out of electronic means including failure or impairment of any computer or other electronic device, computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

The **Insurer's** liability under this extension for all claims combined throughout the **Period of Insurance** shall not exceed GBP 100,000 which shall be part of and not in addition to the Limit of Liability stated in the **Schedule**.

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

##### 5.4.1 Scaling of Trees

any loss cost or expense directly or indirectly arising out of or related to the scaling of trees shrubs and other similar vegetation.

##### 5.4.2 Woodworking Machinery

the use of power driven woodworking machinery other than lathes boring machines sanding machines and mechanically driven portable tools applied to the work by hand other than pendulum and swing saws.

##### 5.4.3 Plant and Personal Protective Clothing

the use of mechanical excavation equipment (other than gardening equipment) by any person unless such person has been trained to a recognised standard or has a minimum of three (3) years regular experience in the handling and use of the equipment.

The use of mechanical excavation equipment is further subject to:

- (a) the wearing of personal protective clothing at all times whilst the equipment is in use, such clothing to include, for example the recommended safety clothing, face and/or eye and/or head protection. The **Insured** is required to maintain a formal record of the issue and receipt of personal protective equipment by each person using the equipment; and
- (b) all use of such equipment being undertaken at ground level; and
- (c) all use of such equipment being undertaken on vegetation of less than six (6) inches in diameter.

##### 5.4.4 Care, Custody or Control

**Damage to Property** belonging to the **Insured** or in the care, custody or control of the

**Insured** or of any **Employee** other than:

- (a) **Employees** or visitor's **Property**
- (b) any premises including contents not being premises leased or rented to the **Insured** which are temporarily occupied by the **Insured** for the purpose of carrying out work in or to such premises.

5.4.5 **Motor Vehicles and/or Aircraft Ownership**

the ownership possession or use under the control of the **Insured** or of any **Employee** of:

- (a) any mechanically propelled vehicle but this exclusion shall not apply in respect of **Bodily Injury** or loss of or **Damage** to **Property** arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the **Insured** is not entitled to cover under any other policy of insurance
- (b) any aircraft or other aerial devices, hovercraft, or any installation and/or rig and/or platform **Offshore** or watercraft (other than watercraft not exceeding ten (10) metres in length whilst on inland waterways).

5.4.6 **Work on Aircraft and/or Watercraft**

**Damage** to any aircraft or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding ten (10) metres in length) arising out of work carried out therein or thereon by or on behalf of the **Insured**.

5.4.7 **Professional Liability**

professional advice, design or specification given by the **Insured** for a fee or in circumstances where a fee would separately be charged outside of the normal course of the **Insured's Business**.

5.4.8 **Goods**

**Goods.**

5.4.9 **Employers Liability**

**Bodily Injury** sustained by an **Employee** arising out of and in the course of their employment or engagement by the **Insured**.

5.4.10 **Oil and Gas**

any liability caused by or arising out of prospecting drilling producing refining activities for oil and natural gas.

5.4.11 **Pollution**

**Bodily Injury** or loss or **Damage** to or loss of use of Property caused by **Pollution** provided always that this exception shall not apply to:

- (a) liability for **Bodily Injury** or loss of or physical **Damage** to or destruction of Property or loss of use of such Property damaged or destroyed where such **Pollution** is caused by a sudden unintended and unexpected happening during the **Period of Insurance**
- (b) the cost of removing nullifying or cleaning up **Pollution** unless the **Pollution** is caused by a sudden unintended and unexpected happening during the **Period of Insurance**.

It is noted and understood that the **Insurer's** liability shall not exceed in the aggregate the amount specified in the Schedule.

## 6 Section 2 – Products Liability

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### 6.1 Operative Clause

The **Insurer** will cover the **Insured** against:

- (a) all sums which the **Insured** shall become legally liable to pay as damages for and/or arising out of accidental **Bodily Injury** and/or **Damage to Property** occurring within the **United Kingdom** and during the **Period of Insurance** which arises in connection with any **Goods**.
- (b) all costs and expenses incurred with the written consent of the **Insurer** in respect of any claim against the **Insured** which may be the subject of cover under this Section.
- (c) the payment of the solicitors fees incurred with the written consent of the **Insurer** for representation of the **Insured** at:
  - (a) any Coroners Inquest or Fatal Accident Inquiry in respect of any death;
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Bodily Injury** or loss of or **Damage to Property** which may be the subject of cover under this Section;
- (d) any legal expenses incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured** for breach of Part 1 of the Health and Safety at Work Act 1974 or similar legislation in the **United Kingdom** relating to the safety health and welfare of persons other than **Employees** (including legal fees and expenses arising from a breach of Section 6 of the Act) provided that **Insurer** shall not be liable for any fines or penalties imposed as a consequence of such prosecution.

### 6.2 Limit of Liability

The liability of the **Insurer** for all damages payable by the **Insured** under this Section to any claimant or number of claimants shall not exceed in the aggregate the amount specified in the **Schedule** inclusive of all costs and expenses during the **Period of Insurance**.

### 6.3 Extensions

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

#### 6.3.1 Court Attendance

In the event of any partner **Director** or **Employee** of the **Insured** attending court as a witness at the request of the **Insurer** in connection with a claim in respect of which the **Insured** is entitled to cover under Section 1 – Public Liability, Section 2 – Products Liability or Section 3 – Employers Liability the **Insurer** will provide compensation to the **Insured** at the following daily rates on which attendance is required:

- (a) any partner or **Director** GBP 250 per day;
- (b) any **Employee** GBP 100 per day.

#### 6.3.2 Cross Liabilities

If the **Insured** comprises more than one party the **Insurer** will under this Section provide cover to each **Insured** in the same manner and to the same extent as if a separate policy had been issued to each of them.

Provided that nothing in this extension shall increase the liability of the **Insurer** to pay any amount exceeding the Limit of Liability of the operative Section(s) regardless of the number of persons claiming to be **Insured**.

### 6.4 Exclusions

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

#### 6.4.1 Scaling of Trees

any loss cost or expense directly or indirectly arising out of or related to the scaling of trees

shrubs and other similar vegetation.

6.4.2 **Woodworking Machinery**

the use of power driven woodworking machinery other than lathes boring machines sanding machines and mechanically driven portable tools applied to the work by hand other than pendulum and swing saws.

6.4.3 **Plant and Personal Protective Clothing**

the use of mechanical excavation equipment (other than gardening equipment) by any person unless such person has been trained to a recognised standard or has a minimum of three (3) years regular experience in the handling and use of the equipment.

The use of mechanical excavation equipment is further subject to:

- (a) the wearing of personal protective clothing at all times whilst the equipment is in use, such clothing to include, but not be limited to, the recommended safety clothing, face and/or eye and/or head protection. The **Insured** is required to maintain a formal record of the issue and receipt of personal protective equipment by each person using the equipment; and
- (b) all use of such equipment being undertaken at ground level; and
- (c) all use of such equipment being undertaken on vegetation of less than six (6) inches in diameter.

6.4.4 **United States of America and/or Canada**

any **Goods** which are to the knowledge of the **Insured** manufactured sold supplied erected repaired altered treated transported serviced or installed by the **Insured** in or for delivery or use in Canada or the United States of America or any territory under the jurisdictions of such countries.

6.4.5 **Care, Custody or Control**

any **Goods** in the care, custody or control of the **Insured**.

6.4.6 **Recall of Goods**

**Damage** to or any costs or expense incurred in repairing replacing removing rectifying recalling or making any refund in respect of **Goods**.

6.4.7 **Inefficacy**

**Damage** arising from the failure of **Goods** to perform their intended function.

6.4.8 **Safety Critical Parts**

**Bodily Injury** or loss of or **Damage** arising from **Goods** used with the **Insured's** knowledge in connection with aircraft watercraft any safety critical part of any motor vehicle.

6.4.9 **Contracts or Agreements**

a contract or agreement other than a warranty of fitness or quality of the **Insured's Goods** established or implied by virtue of the Sale of Goods Act 1979 or similar legislation in the **United Kingdom** or a warranty that work done will be performed in a workmanlike manner.

6.4.10 **Contractual Liability**

any liability which is assumed by the **Insured** by agreement (other than liability arising out of a condition or warranty of Goods implied by law) unless such liability would have attached in the absence of such agreement.

6.4.11 **Oil and Gas**

any liability caused by or arising out of prospecting drilling producing refining activities for oil and natural gas.



6.4.12 **Employers Liability**

**Bodily Injury** sustained by an **Employee** which arises out of and in the course of their employment by the **Insured**.

6.4.13 **Pollution**

**Bodily Injury** or loss of **Damage** to or loss of use of **Property** caused by **Pollution** provided always that this exception shall not apply to:

- (a) liability for **Bodily Injury** or loss of or physical **Damage** to or destruction of **Property** or loss of use of such **Property** damaged or destroyed where such **Pollution** is caused by a sudden unintended and unexpected happening during the **Period of Insurance**;
- (b) the cost of removing nullifying or cleaning up **Pollution** unless the **Pollution** is caused by a sudden unintended and unexpected happening during the **Period of Insurance**.

It is noted and understood that the **Insurer** liability shall not exceed in the aggregate the amount specified in the **Schedule**.

## 7 Section 3 – Employers Liability

### 7.1 Operative Clause

The **Insurer** will cover the **Insured** against:

- (a) all sums which the **Insured** shall become legally liable to pay as damages for and/or arising out of accidental **Bodily Injury** to any **Employee** occurring:
  - (i) within the **United Kingdom**; or
  - (ii) anywhere in the world provided that such **Employee** is
    - (1) ordinarily resident in the **United Kingdom**; and
    - (2) engaged in non-manual work that is of a duration of no more than thirty (30) consecutive days

and during the **Period of Insurance** which arises out of and in the course of their employment with the **Insured**;
- (b) all costs and expenses incurred with the written consent of the **Insurer** in respect of any claim against the **Insured** which may be the subject of cover under this Section;
- (c) the payment of the solicitors fees incurred with the written consent of the **Insurer** for representation of the **Insured** at:
  - (a) any Coroners Inquest or Fatal Accident Inquiry in respect of any death;
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Bodily Injury** or loss of or **Damage to Property** which may be the subject of cover under this Section;
- (d) any legal expenses incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured** for breach of Part 1 of the Health and Safety at Work Act 1974 or similar legislation in the **United Kingdom** relating to the safety health and welfare of **Employees** provided that **Insurer** shall not be liable for any fines or penalties imposed as a consequence of such prosecution.

The cover granted by this Section is considered to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** within the **United Kingdom** but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

### 7.2 Limit of Liability

The liability of the **Insurer** for all damages payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of the same occurrence shall not exceed the amount specified in the **Schedule** inclusive of all costs and expenses.

### 7.3 Extensions

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

#### Unsatisfied Court Judgements

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

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

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

Provided that:

- (i) there is no appeal outstanding;
- (ii) if any payment is made by the **Insurer**, the **Employee** or the said legal personal representatives shall assign the Judgement to the **Insurer**;
- (iii) the legal proceedings (in which the Judgement was obtained) were commenced during the **Period of Insurance** in order to receive such damages;
- (iv) the **Insurer** would have covered the **Insured's** liability if the **Claim** had been made under this Section;
- (v) the **Insured** notified the **Insurer** that the **Employee** intends to commence proceedings and the **Insurer** agrees to provide cover in respect of those proceedings;
- (vi) the Judgement is made by any Court of Law in the **United Kingdom** or the European Union;
- (vii) the liability of the **Insurer** for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the **Schedule**; and
- (viii) if the **Employee** receives any damages or costs after the **Insurer** has paid for them, the **Employee** must return the amount to the **Insurer**.

#### 7.3.2 **Limited Terrorism**

General Exclusion 3.11 – Terrorism will not apply to this Section where and to the extent that a cover is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** and a sub Limit of Liability is specified explicitly for the purpose in the **Schedule**.

#### 7.3.3 **Contractual and Principal Liability**

The **Insurer** will cover the **Insured** under this Section against liability in respect of **Bodily Injury** or loss of or **Damage to Property** to the extent that any contract or agreement entered into by the **Insured** with any principal so requires. The **Insurer** will:

- (a) cover the **Insured** against liability assumed by the **Insured**;
- (b) cover the principal in like manner to the **Insured** in respect of the liability of the principal arising out of the performance by the **Insured** of such contract or agreement provided that:
  - (i) the conduct and control of claims is vested in the **Insurer**;
  - (ii) the principal shall observe fulfill and be subject to the terms conditions exclusions and endorsements of this policy in so far as they can apply;
  - (iii) the cover shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any cover is provided to any principal the **Insurer** will treat each principal and the **Insured** as though a separate policy has been issued to each of them provided that nothing in this clause shall increase the liability of the **Insurer** 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 Limits of Liability.

#### 7.3.4 **Court Attendance**

In the event of any partner **Director** or **Employee** of the **Insured** attending court as a witness at the request of the **Insurer** in connection with a claim in respect of which the **Insured** is entitled to cover under Section 1 – Public Liability, Section 2 – Products Liability

or Section 3 – Employers Liability the **Insurer** will provide compensation to the **Insured** at the following rates per day on which attendance is required:

- (a) any partner or **Director** GBP 250 per day
- (b) any **Employee** GBP 100 per day

#### 7.3.5 **Cyber**

Despite General Exclusion 3.5 – Cyber, this Section will apply, subject to all its terms and conditions, to liability arising from electronic means (including failure or impairment of any computer or other electronic device, computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon) to the extent that cover is required in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom**.

### 7.4 **Exclusions**

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

#### 7.4.1 **Motor Vehicles**

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

#### 7.4.2 **Offshore**

any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of any work or activity Offshore.

### 7.5 **Condition**

#### 7.5.1 **Employer’s Liability Tracing Office Notice**

Certain information relating to this Section, namely:

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

will be provided to the Employers’ Liability Tracing Office, (the “ELTO”) and added to the Employers’ Liability Database (ELD).

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

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

## 8 Section 4 – Professional Liability

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### 8.1 Operative Clause

#### 8.1.1 Civil Liability

The **Insurer** shall cover the **Insured** in respect of any settlement, damages, interest and claimant's costs arising from any claim first made against the **Insured** and **Notified** during the **Period of Insurance** and which arises out of the conduct of the **Insured's Business** by reason of:

- (a) a **Wrongful Act** committed by the **Insured** or by any **Employee**, or by any other person, firm or company directly appointed by and acting for or on behalf of the **Insured**;
- (b) any dishonest or fraudulent act or omission on the part of any **Employee**;
- (c) libel or slander committed unintentionally by the **Insured** or by any **Employee**;
- (d) any unintentional breach of confidentiality committed by the **Insured** or by any **Employee**, or by any other person, firm or company directly appointed by and acting for or on behalf of the **Insured**;
- (e) any passing-off or infringement of copyright, design right, registered design, trademark or patent committed unintentionally and in good faith by the **Insured** or by any **Employee**;
- (f) any other civil liability unless excluded herein.

#### 8.1.2 Loss of Documents or Data

The **Insurer** shall cover the **Insured** for:

- (a) costs, incurred with the **Insurer's** prior written consent, of repair, replacement or reconstitution of, and
- (b) any settlement, damages, interest and claimant's costs arising from a **Wrongful Act** involving

any **Document or Data** which has been unintentionally destroyed, damaged, lost or mislaid during the **Period of Insurance** (and which after diligent search cannot be found) the occurrence of which has been **Notified** during the **Period of Insurance**.

#### 8.1.3 Data Protection Act 1998

The **Insurer** shall cover the **Insured** for defence costs and expenses resulting from any prosecution first brought against the **Insured** and/or any **Employee** and **Notified** during the **Period of Insurance** which arises out of the conduct of the **Insured's Business** in respect of any offences or alleged offences under sections 21(1), 21(2), 22(6) or 47(1) of the Data Protection Act 1998.

#### 8.1.4 Criminal Prosecution

The **Insurer** will cover the **Insured** for defence costs and expenses incurred during the **Period of Insurance** with the prior written consent of the **Insurer** in the defence of any criminal proceedings against the **Insured** or any of its **Employees** which arises from the alleged breach of any statutory regulation in the **United Kingdom** where such alleged breach arises out of the conduct of the **Insured's Business**.

Provided always that:

- (a) the proceedings are likely to give rise to a claim against the **Insured** that would be covered under this Section,
- (b) in the **Insurer's** opinion the defence of such proceedings would assist in the defence of any claim against the **Insured** arising from such proceedings that

would be covered under this Section;

- (c) any subsequent or concurrent claim that would be covered under this Section and that arises out of any proceedings **Notified** under this insuring clause, shall be subject to the notification obligations of General Condition 3.3;
- (d) any appeal against the outcome of any initial proceedings shall be deemed to be "proceedings" for the purpose of this insuring clause.

#### 8.1.5 **Principal Liability**

The **Insurer** shall cover any principal of the **Insured** for any loss which they become liable to pay as a result of a claim made against the principal by any person or entity (other than the **Insured**) which results directly from an act, error or omission of the **Insured** or any **Employee** in the conduct of the **Insured's Business**.

#### 8.1.6 **Payment of Outstanding Fees**

The **Insurer** shall cover the **Insured** in respect of any claim first **Notified** by the **Insured** during the **Period of Insurance** relating to amounts owed to the **Insured**, including amounts legally owed by the **Insured** to sub-contractors or suppliers, due to the refusal by a client to pay for work undertaken by the **Insured** where such client has valid grounds for being dissatisfied with the work and threatens to bring a claim in excess of the amount owed. In such circumstances, if it is possible to settle the dispute by agreeing not to pursue the outstanding amount, the **Insurer** agrees to pay the amount owed if, at their sole discretion, they consider that a legitimate claim for a greater amount will be avoided. If a claim subsequently arises then the amount paid under this insuring clause will be deducted from the Limit of Liability. If the **Insured** eventually recovers the amount owed then the amount paid by the **Insurer** must be repaid less the **Insured's** expenses incurred in such recovery.

#### 8.1.7 **Defence Costs and Expenses**

The **Insurer** shall cover the **Insured** for all defence costs and expenses in:

- (a) the defence, investigation or settlement of any claim which falls to be dealt with under insuring clause 8.1.1, 8.1.2(b), 8.1.5 or 8.1.6; or
- (b) the investigation of any circumstance **Notified** to the **Insurer** under General Condition 3.3 which may give rise to a claim,

incurred by or on behalf of the **Insured** with the prior written and continuing consent of the **Insurer** (such consent not to be unnecessarily withheld) but not including the **Insured's** own costs and expenses or any value attributable to the time spent by the **Insured** or any **Employee** in dealing with a claim or a circumstance.

#### 8.1.8 **Data Protection Act 2018**

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

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

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

This extension applies where claims are made against the **Insured** during the **Period of Insurance** arising from injury and/or damage occurring on or after the first date of continuous cover with **Insurers** and before the expiry date of the policy. If a circumstance occurring subsequent to the first date of continuous cover with **Insurers** and before the expiry date of the policy is notified to the **Insurer** in accordance with General Condition 3.3

– Claim Notification, the **Insurer** will not deny any subsequent claim arising out of that circumstance solely because the claim was made after the expiry date of the policy.

The **Insurer's** liability under this extension shall be limited to GBP 50,000 any one occurrence and in the aggregate, inclusive of defence costs, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

The **Excess** under this extension shall be 10% of each claim subject to a minimum of GBP 1,000 and shall be applicable to defence costs.

#### **Additional Exclusions**

This extension shall not provide cover:

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

#### **Fee Payment Condition**

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

## 8.2 **Limit of Liability**

- 8.2.1 The limit of liability of this Section is the maximum amount the **Insurer** shall be called upon to pay under this Section irrespective of the number of claims, claimants, losses or number of **Insureds**, but with defence costs and expenses under insuring clause 8.1.7 in addition.
- 8.2.2 The Limit of Liability shall be the amount stated in the Schedule. In respect of insuring clauses 8.1.2(a), 8.1.3 and 8.1.4 an aggregate sub-limit of liability in the amount stated in the Schedule shall apply.
- 8.2.3 All payments made by the **Insurer** in respect of any insuring clause, or any **Endorsement** or otherwise (except for the payment under clause 8.1.7 of defence costs and expenses), shall erode the Limit of Liability for all claims in the aggregate under this Section.
- 8.2.4 If a payment is required or made in settlement of any claim or circumstance which exceeds the Limit of Liability available under insuring clause 8.1.1, 8.1.2(b), 8.1.5 or 8.1.6 of this Section, the **Insurer's** liability for defence costs and expenses under these clauses shall be limited to such proportion as the amount of the limit of liability available in respect of such claim or circumstance bears to the amount required or paid in settlement and the **Insured** hereby agrees to make any consequent repayment due to the **Insurer** as soon as practicably possible upon demand, failing which the **Insurer** will be entitled to deduct the amount of repayment from any claim settlement monies due from them under this Section.
- 8.2.5 All claims (including costs sought under insuring clause 8.1.2(a), 8.1.3 or 8.1.4) whether made against or sought by one or more **Insured**, wholly or substantially arising from or having any connection with or relation to:
  - (a) the same event, occurrence, act, error, omission or breach of duty or having the same originating or underlying cause, or
  - (b) a series of events, occurrences, acts, errors, omissions or breaches of duty having the same originating or underlying cause, or
  - (c) the acts, errors, omissions or breaches of a single person or persons acting

together or in which such person or persons is or are concerned or implicated,

shall be deemed to be one claim or single application for costs under insuring clause 8.1.2(a), 8.1.3 or 8.1.4 for the purposes of deciding the applicable Limit of Liability and the application of the deductible under this Section.

### 8.3 **Deductible**

8.3.1 A separate deductible being the first part of any claim which is payable by the **Insured** before the **Insurer** shall have any liability to cover under this Section shall apply to each and every claim. Payment of the deductible by the **Insured** is an important condition under this policy.

8.3.2 The deductible in respect of any claim shall be in the amount stated in the **Schedule** and shall be applicable to defence costs and expenses.

### 8.4 **Exclusions**

The **Insurer** shall not have any liability under this Section for, or directly or indirectly arising out of, or in any way connected with:

#### 8.4.1 **Death or Bodily Injury**

**Bodily Injury**, emotional distress (other than emotional distress arising from any libel or slander), mental anguish or mental stress of any person;

#### 8.4.2 **Property Damage**

any damage to or destruction or loss of any property (except as provided under insuring clause 8.1.2(a)) including loss of use;

#### 8.4.3 **Trading Losses**

any trading losses or trading liabilities incurred by the **Insured** or any business managed by or carried on by or on behalf of the **Insured**;

#### 8.4.4 **Fines and Penalties**

any regulatory or disciplinary investigations or proceedings (except for the cover provided under insuring clause 8.1.3 or 8.1.4);

#### 8.4.5 **Fraud and Dishonesty**

any claim or circumstance arising from or connected with the dishonest or fraudulent act or omission of any former or present partner, principal, director, member, consultant or sub-contractor of the **Insured**:

- (a) in respect of any person committing or condoning such dishonest or fraudulent act or omission; or
- (b) in the amount recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives; or
- (c) arising after the discovery of cause for suspicion of dishonesty or fraud by the dishonest or fraudulent person or persons; or
- (d) in the amount equivalent to:
  - (i) any monies owed by the **Insured** to any person committing, condoning or contributing to the dishonest or fraudulent act or omission, and
  - (ii) any monies held by the **Insured** and belonging to such person,
  - (iii) any monies recovered in accordance with condition 8.5.1;

#### 8.4.6 **Director**

any liability of the **Insured** as a director in their respective capacities as such;

8.4.7 **Nuclear**

any of the following discharge, explosion, or use of a weapon of mass destruction (whether or not employing nuclear fission or fusion), or chemical, biological, radioactive or similar agents, by any party at any time for any reason;

8.4.8 **Toxic Mould**

any actual or alleged liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:

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

8.4.9 **Pollution**

any **Pollution**;

8.4.10 **Land and Vehicles**

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

8.4.11 **Warranties and Guarantees**

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

8.4.12 **Related Companies**

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

8.4.13 **Joint Venture**

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

8.4.14 **Employers Liability**

any breach of any obligation owed by the **Insured** as an employer to any **Employee** or former **Employee** or applicant for employment;

8.4.15 **Goods and Services**

any contract for the provision of goods or services to the **Insured**; or any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or

on behalf of the **Insured**, unless such claim or circumstance is a direct result of the negligent design and/or negligent specification of the **Insured** or any **Employee** or any other person firm or company directly appointed by and acting for or on behalf of the **Insured**;

8.4.16 **Retroactive Date**

any act error or omission committed, or any loss suffered, or costs incurred, or any liability arising prior to the Retroactive Date specified in the **Schedule**;

8.4.17 **Insolvency**

the insolvency or bankruptcy of the **Insured**;

8.4.18 **Information Technology**

any of the following:

- (a) the failure of any computer or other electronic processing device (except as provided under insuring clause 8.1.2) or of any program, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended;
- (b) the transmission or receipt of any virus, program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance; or
- (c) business conducted and/or transacted through the **Internet, Intranet, Extranet** and/or through the **Insured's** own website, **Internet** site, web-address and/or through the transmission of electronic mail or documents by electronic means. This exclusion shall not apply if the liability to the **Insured** would have attached in the absence of the fact that the business was conducted and/or transacted through the **Internet, Intranet, Extranet** and/or through the **Insured's** own website, **Internet** site, web-address and/or through the transmission of electronic mail or documents by electronic means;

8.4.19 **Market Fluctuation**

any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets, and any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments, or in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority;

8.4.20 **Documents or Data**

any repair, replacement or reconstitution cost of any **Document or Data**, directly or indirectly occasioned by any government or public or local authority action or order, or resulting from wear or tear (a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time), the action of vermin, gradual deterioration, or magnetic flux or loss of magnetism (except where caused by lightning);

8.4.21 **Golf Course Design and Architecture**

any professional advice, design or specification given by the **Insured** in respect of golf course design and architecture.

8.5 **Conditions**

8.5.1 **Dishonest or Fraudulent Claim Recovery**

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

- (a) the **Insured** shall at the request and expense of the **Insurer** take all practical steps to obtain reimbursement from such person;



- (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from the **Insured** or any monies of such persons held by the **Insured** shall not be repaid;
- (c) nothing in this policy shall preclude the **Insurer** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission;
- (d) no payment shall be made by the **Insurer** under this policy until after the final ascertainment of the amount of any recovery from the dishonest or fraudulent person or persons or their estates or legal representatives.

8.5.2 **Avoidance by Insurer**

If the **Insurer** is entitled, for any reason, to avoid this policy from inception, the **Insurer** may at its absolute discretion elect instead to give notice to the **Insured** that it regards this policy as being in full force and effect, except that no cover will be given under this policy that arises from or is related to the grounds that entitled the **Insurer** to avoid this policy.

## 9 Section 5 – Directors and Officers Liability

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### 9.1 Operative Clause

#### 9.1.1 Directors Liability

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

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

except to the extent that such loss is recoverable by the **Director** from the **Insured** under Operative Clause 9.1.2.

#### 9.1.2 Insured's Reimbursement

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

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

but only if and to the extent that the **Insured** shall be required or permitted to cover the **Director** pursuant to the law and by reason of any indemnity clause in the Memorandum or Articles of Association, trust deed, constitution or charter of the **Insured**.

### 9.2 Limit and Excess

9.2.1 The **Insurer's** total aggregate liability under this Section in the **Period of Insurance** in respect of all loss, being the **Director's** legal liability for damages, legal costs, charges, expenses or judgements awarded against them, including **Director's Costs and Expenses** under Operative Clauses 9.1.1(a) and 9.1.2(a) and costs and expenses under all other Operative Clauses, shall not exceed the amount stated in the **Schedule**. Such limit will be inclusive of all Loss under Operative Clauses 9.1.1(d) and 9.1.2(d) for which the **Insurer's** total aggregate liability shall not exceed 25% of the amount stated in the **Schedule** or GBP 250,000, whichever is the lesser.

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

### 9.3 Extension

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

#### 9.3.1 Discovery

In the event that:

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

- the **Premium** to them or the failure, by the **Director** and/or the **Insured** to comply with or observe the terms, provisions and conditions of this policy; or
- (b) the **Insured** and/or any natural person with effective control of the **Insured** decline to accept the renewal terms offered by the **Insurer**.

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

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

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

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

#### 9.4 Exclusions

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

##### 9.4.1 Employers Liability

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

##### 9.4.2 Employment Disputes

resulting from:

- (a) any actual or alleged:
  - (i) act or omission resulting in a dispute concerning the employment of an **Employee** or any prospective **Employee**; or
  - (ii) retaliatory treatment, being action taken against an **Employee** on account of such **Employee** exercising or attempting to exercise their rights under law, committed or allegedly committed or attempted by the **Insured**.
- (b) an **Investigation** in respect of employment discrimination

##### 9.4.3 Dishonest, Malicious and Reckless Acts

arising out of:

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

##### 9.4.4 Remuneration

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

##### 9.4.5 Pollution

other than in respect of Operative Clauses 9.1.1(d) and 9.1.2(d), based upon, arising out of or resulting directly or indirectly from, in consequence of or in any way involving **Pollution**.



9.4.6 **Prior and Pending Litigation**

any circumstance, transaction or **Wrongful Act** underlying or alleged in any prior or pending litigation commenced prior to the date set out in the **Schedule**.

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

9.4.7 **Bodily Injury / Property Damage**

arising from any claim:

(a) for **Bodily Injury**, mental injury, emotional distress, shock or sickness sustained by any person, other than emotional distress arising from any libel, slander or defamation

(b) for any loss, damage or destruction of property, including loss of use thereof.

9.4.8 **Pension Funds**

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

9.4.9 **Takeover and Merger**

resulting from:

(a) any **Wrongful Act** of the **Director** occurring; or

(b) any **Disqualification Proceedings, Investigation** or **Environmental Proceedings** instigated

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

9.4.10 **Professional Duty to Third Parties**

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

9.4.11 **Director or Insured versus Director**

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

(a) the **Insured**; or

(b) any **Other Concern**; or

(c) any other **Director** of the **Insured**

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

(i) loss arising from any claim brought or maintained by any **Director** of the **Insured** when such claim is made solely in that person's capacity as a tenant or general member of the **Insured**.

(ii) loss arising from any claim brought or maintained by any **Director** of the **Insured** for contribution or cover if such claim directly results from the payment of any other loss under this Section.

9.4.12 **Computer Date Recognition**

brought about by or contributed to by or consequent upon any failure of any computer or other electronic data processing device, equipment or system, any hardware, software, program, instruction, data or component utilised or intended to be utilised therein or thereby, or any actual or intended function of or process performed by any of the foregoing (by whomsoever owned or operated) to recognise or respond to, correctively and effectively, any particular date or period of time (continuous or otherwise).



9.5.1

**Severability**

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

9.5.2

**Instructions**

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

9.5.3

**Offering**

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

9.5.4

**Multiple Directors**

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

## 10 Section 6 – Members Personal Liability

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### 10.1 Operative Clause

The **Insurer** will cover the **Member** for all sums which the **Member** shall become legally liable to pay in respect of:

- (a) accidental **Bodily Injury** to any person.
- (b) accidental loss of or accidental **Damage to Property** not belonging to nor in the **Member's** care, custody or control

whilst the **Member** is fishing within an area of land or **Inland Waterway** anywhere in the world used for fishing or fishing related activities and such accidental **Bodily Injury** or accidental loss of or accidental **Damage to Property** occurs during the **Period of Insurance**.

In the event of the **Member's** death, their personal legal representatives will be covered in respect of such liability incurred by the **Member**.

### 10.2 Limit and Excess

The maximum amount payable in respect of any number of claims arising out of one cause will not exceed the sum stated in the **Schedule** including:

- (a) costs and expenses incurred with the **Insurer's** written consent; and
- (b) solicitors fees for representation at any coroner's inquest, fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be covered under this Section.

The **Insurer** shall not be liable for the applicable Excess stated in the Schedule.

### 10.3 Exclusions

This Section will not cover the **Member** for:

#### 10.3.1 Occupation

any liability directly or indirectly due to the **Member's**:

- (a) ownership or occupation of any land or building; or
- (b) pursuit or exercise of any employment, business or profession.

#### 10.3.2 Pollution

(a) any liability in respect of **Pollution** unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

- (b) any liability in the United States of America and Canada for:
  - (i) personal injury or **Bodily Injury** or loss of, **Damage** to or loss of use of **Property** directly or indirectly caused by **Pollution**; or
  - (ii) the cost of removing, nullifying or cleaning-up **Pollution**.

The liability of the **Insurer** for all compensation payable in respect of all **Pollution** which is deemed to have occurred during the **Period of Insurance** shall not exceed the amount as specified in the **Schedule**.

#### 10.3.3 Professional Fishing

any injury, loss, damage or liability arising out of or in connection with the pursuit of the sport of fishing in a professional capacity unless specifically agreed by the **Insurer** in writing.



10.3.4 **Communicable Disease**

any liability arising directly or indirectly from any communicable disease.

10.3.5 **Juniors**

any **Member** under sixteen (16) years of age unless accompanied by a responsible adult of at least twenty-one (21) years of age.

10.3.6 **Criminal Acts**

any liability arising out of any criminal or violent act to another person.

## 11 Section 7 – Day Ticket Holders Personal Liability

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### 11.1 Operative Clause

The **Insurer** will cover the **Day Ticket Holder** for all sums which the **Day Ticket Holder** shall become legally liable to pay in respect of accidental **Bodily Injury** to any person whilst the **Day Ticket Holder** is fishing within the area of land or **Inland Waterway** anywhere in the **United Kingdom** owned, leased or used by the **Insured** for fishing or fishing related activities on the date of ticket purchase and such accidental **Bodily Injury** occurs during the **Period of Insurance**.

In the event of the **Day Ticket Holder's** death, their personal legal representatives will be covered in respect of such liability incurred by the **Day Ticket Holder**.

### 11.2 Limit and Excess

The maximum amount payable in respect of any number of claims arising out of one cause will not exceed the sum stated in the **Schedule** including:

- (a) costs and expenses incurred with the **Insurer's** written consent; and
- (b) solicitors fees for representation at any coroner's inquest, fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be covered under this Section.
- (c) The **Insurer** shall not be liable for the applicable **Excess** stated in the **Schedule**.

### 11.3 Exclusions

This Section will not cover the **Day Ticket Holder** for:

#### 11.3.1 Occupation

any liability due to the **Day Ticket Holder's**:

- (a) ownership or occupation of any land or building; or
- (b) pursuit or exercise of any employment, business or profession.

#### 11.3.2 Pollution

any liability in respect of **Pollution** unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the **Insurer** for all compensation payable in respect of all **Pollution** which is deemed to have occurred during the **Period of Insurance** shall not exceed the amount as specified in the **Schedule**.

#### 11.3.3 Professional Fishing

any injury, loss, damage or liability arising out of or in connection with the pursuit of the sport of fishing in a professional capacity unless specifically agreed by the **Insurer** in writing.

#### 11.3.4 Communicable Disease

any liability arising directly or indirectly from any communicable disease.

#### 11.3.5 Juniors

any **Day Ticket Holder** under sixteen (16) years of age unless accompanied by a responsible adult of at least twenty-one (21) years of age.

#### 11.3.6 Criminal Acts

any liability arising out of any criminal or violent act to another person.





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