



Allianz Insurance plc

MartialGuard Instructors

Policy Wording



Allianz 



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Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with Towergate Insurance to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly.

By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Important

Should you need further details or have any questions Towergate Insurance will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Your MartialGuard Instructor Policy is made up of several parts which must be read together as they form your contract. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let Towergate Insurance or the Allianz office that issued your Policy know - adjustments are easily made and we will be pleased to help.

The parts of the Policy are:

- this Introduction;
- the Policy Definitions; the Insuring clause; the General Exclusions and General Conditions, all of which apply to all sections of the Policy
- the Sections of cover, including the Section Conditions and Special Conditions which apply to the Section
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

Policy Definitions

The following definitions apply to this **Policy**, unless amended by Section Definitions.

Policy

The document described in the Introduction

Section/Sections

The parts of this **Policy** that detail the insurance cover provided for each individual Section of this **Policy**

Schedule

The part of this **Policy** that details proposal and other information forming the basis of this contract and that shows the **Sections** of this **Policy** that are insured.

The Insurer

Allianz Insurance plc

The Insured

The Insured named and shown in the **Schedule**

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the **Schedule**

Business

The Business Description stated in the **Schedule**

Premises

The Premises stated in the **Schedule**

Excess

The first part of each and every claim, for which **the Insured** is responsible

Act of Terrorism

An act including but not limited to the use of force or violence and/or 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 ethnic or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Insuring Clause

The proposal or any information supplied by or on behalf of **the Insured** forms the basis of this contract between **the Insured** and **the Insurer**.

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer** agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in blue ink that reads "Jon Dye". The signature is written in a cursive style and is positioned above the printed name.

Jon Dye

Chief Executive

General Exclusions

This Policy does not cover

1. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

2. War

(Not applicable to the Personal Accident Section)

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Professional Sportspersons

Professional Sportspersons other than coaching, teaching or in an official capacity

4. Weapons

Loss, injury, accident or any legal liability arising directly or indirectly out of or in connection with the use of weapons, unless specified in the [Schedule](#).

General Conditions

1. Policy Voidable

This **Policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

2. Reasonable Precautions

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3. Claims

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **the Insured** in writing of any notice of any claim or legal proceeding,

- a. notify **the Insurer** as soon as reasonably possible
- b. pass immediately, and unacknowledged, any letter of claim to **the Insurer**
- c. notify **the Insurer** immediately upon being advised of any prosecution, inquest or enquiry connection with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this **Policy**
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **the Insurer** may reasonably require
- g. furnish with all reasonable despatch at **the Insured's** expense such further particulars and information as **the Insurer** may reasonably require
- h. make available at **the Insured's** expense any documents required by **the Insurer** with regard to any letter of claim

- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **the Insurer**.
- j. allow **the Insurer** in the name of and on behalf of **the Insured** to take over and, during such periods as **the Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **the Insurer** for that purpose.

No claim under this **Policy** shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **the Insurer**.

4. Cancellation

The Insurer may cancel this **Policy** by giving **the Insured** thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance. For cancellation following default in payment of the premium or any agreed instalment the period of notice may be reduced to seven (7) days.

5. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by **the Insured** or anyone acting on behalf of **the Insured** to obtain any benefit under this **Policy**, or if any injury, loss, destruction or damage is caused by the wilful act or the connivance of **the Insured**, all benefit under this **Policy** shall be forfeited.

6. Discharge of Liability

The Insurer may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one **Period of Insurance** whichever is the less, together with the amount of any costs and expenses to the date of such payment.

7. Law Applicable

Unless agreed otherwise by **the Insurer**

- a. the language of the **Policy** and all communications to it will be English; and
- b. all aspects of the **Policy** including negotiation and performance are subject to English law and the decisions of English courts.

8. Rights of Parties

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

Complaints

Our aim is to get it right, first time every time. If we make a mistake we will try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint then it should be directed to the Customer Satisfaction Manager at the Allianz location shown in your policy documentation or alternatively contact the Customer Satisfaction Manager at:

Allianz Insurance plc

57 Ladymead
Guildford
Surrey
GU1 1DB
Tel: 01483 552438
Email: accsm@allianz.co.uk

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities.

Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way. We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

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

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest you.

If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Notifying a Claim

Claims under this [Policy](#) should be notified to [the Insurer](#) in accordance with General Condition 3 at the following Allianz Claims Handling Office.

Please provide your policy number and as much information as possible about the claim:

Claims Division

Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX

Tel: 0844 871 0789

Lines are open from 9am to 5pm Monday to Friday.

24 Hour Claim Notification

If you have to notify us of a claim outside of our normal operating hours please contact us on our 24 hour claim notification telephone number 0845 604 9824.

Instructors Public and Products Liability Section

Definitions

1. Injury

- A. Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock
- B. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person

2. Employee

- A. Any person under a contract of service or apprenticeship with **the Insured**
- B. any of the following persons whilst working for **the Insured** in connection with the **Business**
 - i. any labour master or labour only subcontractor or person supplied by him
 - ii. any self-employed person providing labour only
 - iii. any trainee or person undergoing work experience
 - iv. any voluntary helper
 - v. any person who is borrowed by or hired to **the Insured**

3. Business

The **Business** specified in the **Schedule** conducted solely from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including

- A. the ownership, maintenance and repair of **Premises** used in connection therewith
- B. the provision and management of canteen, social, sports or welfare organisations for the benefit of **Employees** and the ambulance, first aid, fire, medical and security services of **the Insured**
- C. the execution of private duties by **Employees** for any partner, director or senior official of **the Insured**

4. Territorial Limits

- A. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- B. any other member country of the European Union
- C. elsewhere in the world in respect of injury, loss or damage caused by or arising from
 - i. activities of any partner, director or **Employee** of **the Insured** normally resident within the territories specified in Definition 4.A. above and occurring during any journey or temporary visit
 - ii. **Products**

5. Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **the Insured** in connection with the **Business** and not in the charge or control of **the Insured**

6. Pollution or Contamination

- A. All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- B. all **Injury**, loss or damage directly or indirectly caused by such pollution or contamination.

All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

7. Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. any pipe or system of pipes in the sea or tidal waters
- D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 7.A., 7.B. or 7.C. above

8. Abuse

Any illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological emotional or financial nature.

Cover

- A. **The Insurer** will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental
- a. **Injury** to any person
 - b. loss of or damage to material property
 - c. nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

In addition **the Insurer** will pay costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer**

- a. in connection with the defence of any claim
- b. for representation of **the Insured**
 - i. at any coroners inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**, loss or damage which may be the subject of indemnity under this **Section**.

Limit of Indemnity

- A. **The Insurer's** liability for all compensation payable in respect of
- a. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
 - b. all **Injury**, loss and damage occurring during any one **Period of Insurance** and caused by and arising from **Products**
 - c. all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance**
- shall not exceed the Limit of Indemnity stated in the **Schedule**.

- B. In respect of all claims against **the Insured** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall not exceed £1,000,000 (and not as otherwise shown in the **Schedule**) and shall be inclusive of the amount of all claimants costs and expenses incurred by **the Insurer** or with the written consent of **the Insurer** in connection with the defence of such claims.
- C. In respect of an **Act of Terrorism** the Limit of Indemnity shall not exceed the Limit of Indemnity shown in the **Schedule** or £5,000,000 (whichever is the lesser).

If **the Insurer** alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon **the Insured**.

Extensions of Cover

A. Indemnity to Other Parties

If **the Insured** so request **the Insurer** will indemnify the following parties

- a. any officer or committee member or other member of **the Insured's** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b. any partner, director or **Employee** of **the Insured** against liability incurred in such capacity and in respect of which **the Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

as though each party were individually named as **the Insured** in this **Section**

- c. any principal for whom **the Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **the Insured** and in respect of which **the Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **the Insured**

Provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- ii. **the Insurer's** liability to **the Insured** and all parties indemnified shall not exceed in total the **Limit of Indemnity** specified in the **Schedule**.

B. Joint Insured Cross Liabilities

If more than one party is named as **the Insured** this **Section** shall apply as though each were insured separately provided that **the Insurer's** liability to all parties indemnified shall not exceed in total the **Limit of Indemnity** shown in the **Schedule**.

C. Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee of the Insured** or family member of such partner, director or **Employee** normally resident within the territories specified in Definition 4.A. in the course of any journey or temporary visit to any other country made in connection with the **Business**.

D. Motor Contingent Liability

The Insurer will indemnify **the Insured** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by **the Insured** but this **Section** does not cover liability

- a. in respect of loss of or damage to such vehicle
- b. arising out of any such use in any country outside the European Union
- c. incurred by any party other than **the Insured**
- d. incurred by any party identified in paragraph B. (Indemnity to Other Parties) other than an **Employee**.

For the purpose of this cover Exclusion 1. (**Injury to Employees**) does not apply.

E. Health and Safety at Work - Legal Defence Costs

The Insurer will indemnify **the Insured** and if **the Insured** so request any partner, director or **Employee of the Insured** in the terms of this **Section** in respect of

- a. costs and expenses incurred with **the Insurer's** written consent
- b. costs and expenses of the prosecution awarded against any such party
- c. in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- a. the proceedings relate to the health, safety or welfare of any person other than an **Employee**
- b. **the Insurer** shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. costs or expenses insured by any other insurance

F. Data Protection Act

The Insurer will indemnify **the Insured** and at **the Insured's** request any partner, director or **Employee of the Insured** against the sums which **the Insured** or any director, partner or **Employee of the Insured** become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for damage or distress caused in connection with the **Business** during the **Period of Insurance** provided that **the Insured** is

- a. a registered user in accordance with the terms of the Act
- b. not in business as a computer bureau.

The total amount payable including all costs and expenses under this paragraph, in respect of all claims occurring during any one **Period of Insurance**, is limited to £250,000.

The Insurer will not pay for

- a. any damage or distress caused by any deliberate act or omission by **the Insured** the result of which could reasonably have been expected by **the Insured** having regard to the nature and circumstances of such act or omission.
- b. any damage or distress caused by any act of fraud or dishonesty
- c. the costs and expenses of rectifying, rewriting or erasing data
- d. liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- e. the payment of fines or penalties.

G. Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured

Provided that this Extension does not cover

- a. the cost of rectifying any damage or defect in the premises or land disposed of
- b. liability for which the Insured is entitled to indemnity under any other insurance.

H. Consumer Protection and Food Safety Acts – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a. a. Part 2 of the Consumer Protection Act 1987
- or
- b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. costs or expenses insured by any other policy.

I. Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- a. any director or partner £500
- b. any Employee £250

J. Contractual Liability

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement, the indemnity provided by this Section shall only apply if the sole conduct and control of any claim is vested in the Insurer

Provided that the Insurer shall not in any event provide indemnity

- a. under Exclusion 9. a. except as stated therein
- b. in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

K. Manslaughter Defence Costs

The Insurer will indemnify the Insured in respect of

- a. legal costs and expenses incurred with the prior written consent of the Insurer and
- b. costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in connection with the Business and which may be the subject of indemnity under this Section

Provided that

- i. the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance
- ii. all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule

- iii. where **the Insurer** has already indemnified **the Insured** in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another **Section** of the **Policy** the amount paid under that **Section** shall contribute to the maximum amount payable under this extension
- iv. **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

The Insurer will not pay for

- a. any fines or penalties imposed on **the Insured** or the cost of implementing any remedial order or publicity order
- b. legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **the Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- c. costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- d. costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
- e. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
 - i. **the Insured**
 - ii. any partner or director of **the Insured**
 - iii. any **Employee**

Exclusions

This **Section** does not cover

1. Injury to Employees

Liability in respect of **Injury** to any **Employee** arising out or and in the course of the employment or engagement of such person by **the Insured**.

2. Work on Offshore Installations

Liability in respect of **Injury**, loss or damage arising in connection with work on or travel to or from **Offshore Installations**.

3. Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of

- a. fines, penalties or liquidated damages
- b. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4. Pollution or Contamination

Liability in respect of

- a. **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory
- b. **Pollution or Contamination** occurring elsewhere 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**.

5. Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where more specifically insured by any other policy.

6. Vessels or Craft

Liability arising out of the ownership, possession or use by or on behalf of **the Insured** of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

7. Property in the charge or control of the Insured

Liability in respect of loss of or damage to any property belonging to or in the charge or control of **the Insured** other than

- a. personal effects or vehicles of any partner, director or **Employee** of or visitor to **the Insured**
- b. **Premises** (and their contents) not belonging, leased, rented or hired to **the Insured** but temporarily in the charge of **the Insured** for the purpose of carrying out work
- c. **Premises** (including their fixtures and fittings) leased, rented or hired to **the Insured** but this **Section** does not cover liability attaching to **the Insured** solely under the terms of any tenancy or other agreement.

8. Damage to Goods Supplied

Liability in respect of

- a. Loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of **the Insured**
- b. All costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
 - i. any such goods or property
 - ii. any defective work executed by or on behalf of **the Insured**

except that 8.a. and 8.b.i. above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

1. any alteration, repair or servicing work executed
2. any other goods or property sold, supplied, delivered, installed or erected

by **the Insured** under a separate contract.

9. Products

In respect of **Injury**, loss or damage caused by or arising from **Products**

- a. any liability which attaches to **the Insured** solely under the terms of an agreement other than
 - i. under any warranty of goods implied by law
 - ii. under any indemnity clause in any agreement between **the Insured** and any independent carrier in respect of **Injury**, loss or damage caused by **Products** entrusted to such carrier for transit by road, rail or waterway
- b. any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **the Insured's** knowledge was intended to be installed or incorporated in any such craft
- c. any claim made against **the Insured** in any country outside the European Union in which **the Insured** occupy premises or are represented by any resident employee or holder of **the Insured's** power of attorney.

10. Contract Works and J.C.T. Clause 6.5.1

Liability in respect of loss or damage to any property

- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by **the Insured**
- b. against which **the Insured** are required to effect insurance under the terms of Clause 6.5.1 of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

11. Computer Date Recognition

Liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **the Insured** or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- a. correctly to recognise any date as its true calendar date
- b. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- c. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

12. Products to the United States of America or Canada

Liability in respect of **Injury**, loss or damage caused by or arising from any **Products** exported by **the Insured** or with their knowledge to the United States of America or Canada

13. Abuse

Liability in respect of **Injury** arising directly or indirectly out of or in connection with **Abuse**.

14. Excess

The amount of the **Excess** shown in the **Schedule**.

3. Discharge of Liability

The Insurer may pay to **the Insured** in the event of any one claim or series of claims arising out of one occurrence the specified **Limit of Indemnity** in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

4. Certificate of Instructors Public and Products Liability

If this **Policy** or **Section** is cancelled any certificate of Instructors Public and Products Liability Insurance issued hereunder is similarly cancelled from the same date and must be removed from display.

Section Conditions

1. Other Insurances

The Insurer will not indemnify **the Insured** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any excess beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section** not been effected.

2. Alteration

If at any time anything shall occur or be done which materially affects the risk insured **the Insured** shall give immediate notice in writing to **the Insurer**.

Personal Accident Section

Definitions

Accidental Bodily Injury

Bodily injury caused by:

- a. accidental violent external and visible means
- b. unavoidable exposure to the elements.

Aircraft Accumulation Limit

The **Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving any **Scheduled Air Transport**.

Annual Salary

The annualised gross salary (excluding bonus payments) payable per annum by **the Insured Person's** employer to **the Insured Person** as at the date of occurrence of the accident giving rise to **Accidental Bodily Injury**.

Associated Illness

Sickness or disease (except any psychological condition or disorder) that results directly from **the Insured Person** sustaining **Accidental Bodily Injury**, that would not otherwise have arisen and had not previously arisen.

Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, **the Insured Person** as shown in the **Schedule**.

Business of the Insured

The business of **the Insured** as shown in the **Schedule**.

Capital Sum Benefit

A **Benefit** that is not payable at a weekly rate.

Clause

Any addition, variation or alteration to the terms of this **Section**.

Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause illness and/or disablement and/or death.

Contamination by Terrorism Accumulation Limit

The **Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** in respect of any one **Loss** involving **Contamination by Terrorism** as shown in the **Schedule**.

Death

Death caused by **Accidental Bodily Injury**.

Europe

The **United Kingdom** and Eire, the continent of Europe, islands in the Mediterranean, former member states of the Soviet Union west of the Ural Mountains and Turkey west of 30° East.

Event Accumulation Limit

The **Insurer's** maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** not involving air travel.

Excess Period

The first period of **Temporary Total Disablement** for which no **Benefit** is payable as shown in the **Schedule**.

Fracture

A break in the continuity of the tissue of a bone

Hospital

Any National Health Service Trust or registered private Hospital in the **United Kingdom** licensed by a recognised body for the undertaking of surgical operations or any equivalent establishment outside of the **United Kingdom**.

Hospitalisation

Any continuous period of 24 hours or more during which time **the Insured Person** has been confined to **Hospital**.

Insured Person

Those persons specified in the **Schedule** as being **Insured Persons**.

Loss

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

Loss of Hearing

Total and permanent loss of hearing in one or both ears that in the opinion of an independent qualified medical referee acceptable to **the Insurer** is never going to improve.

Loss of Internal Organ

Total and permanent:

- a. loss by removal

or

- b. effective loss of use

of one lung or one kidney, the spleen or the liver.

Loss of Limb

Total and permanent loss

- a. by physical separation

or

- b. of use

of a hand, at or above the wrist or a foot at or above the ankle.

Loss of Sight

Total and permanent loss of sight which will be considered as having occurred:

- a. in both eyes if **the Insured Person's** name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist

or

- b. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Speech

Total and permanent loss of the ability to speak or communicate verbally.

Maximum Benefit

The maximum amount of **Benefit** payable, as shown in the **Scale(s) of Compensation** on the **Schedule**.

Maximum Benefit Period

The maximum length of time for which a **Benefit** is payable after the **Excess Period** has expired as shown in the **Schedule**.

Non-scheduled Air Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving air travel other than **Scheduled Air Transport**.

Operative Times of Cover

The time and circumstances when cover under this **Policy** is effective within the **Period of Insurance** as shown in the **Schedule**.

Permanent Partial Disablement

Means **Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Limb, Loss of Internal Organ**.

Permanent Total Disablement

Any permanent disablement other than

- a. **Loss of Sight**
- b. **Loss of Hearing**
- c. **Loss of Limb**
- d. **Loss of Internal Organ**
- e. **Loss of Speech**

which having lasted without interruption for at least 12 months, has no reasonable prospect of improving, and in the opinion of an independent qualified medical referee acceptable to **the Insurer**, will in all probability permanently, completely and continuously prevent **the Insured Person** from engaging in or giving attention to business schooling, business profession or occupation of each and every kind, for the remainder of their life.

Scale(s) of Compensation

The scale of **Benefits** as shown in the **Personal Accident Section** of the **Schedule**.

Scheduled Air Transport

A registered fixed wing aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

Sickness

Any illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured Person** within **Europe**, the United States of America, Canada, Australia or New Zealand.

Temporary Total Disablement

Disablement which completely prevents **the Insured Person** from performing each and every function of their **Usual Occupation**.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Usual Occupation

The tasks duties and other functions which **the Insured Person's** employer normally pays them to perform

War

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

Weekly Benefit

The amount shown in the **Schedule** that **the Insurer** shall pay to **the Insured Person** for each complete working week, during any period of **Temporary Total Disablement**.

Weekly Wage

The gross basic weekly amount (or in the case of salaried employees 1/52nd of the **Annual Salary**), excluding bonus payments, **the Insured Person's** employer normally pays them as at the date of occurrence of the accident giving rise to **Accidental Bodily Injury** for their **Usual Occupation**.

Cover

The Insurer will pay **the Insured Person** compensation in accordance with the **Scales(s) of Compensation** specified in the **Schedule** if any **Insured Person** suffers **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time of Cover** which, within 12 months thereof solely, directly and independently of any other cause results in the:

- a. **Death**
- b. **Permanent Total Disablement**
- c. **Permanent Partial Disablement**
- d. **Temporary Total Disablement**

of an **Insured Person**.

Extensions of Cover

This describes a number of additional benefits which can be provided as an automatic extension of cover, dependent on the band selected.

1. Additional Travel Expenses

If the **Temporary Total Disablement Benefit** becomes payable and **the Insured Person** incurs any additional reasonable travel expenses, **the Insurer** will pay **the Insured Person** for such expenses incurred up to an amount shown in the **Schedule** for a maximum period of 52 weeks in addition to any other **Benefit** payable to **the Insured Person**.

2. Broken Bones Benefit

If as a result of having sustained **Accidental Bodily Injury** during the **Period of Insurance** and **Operative Time of Cover** an **Insured Person** suffers one or more of the bones listed below:

- a.
 - i. Arm (Humerus, Radius, Ulna) or Wrist (Carpals)
 - ii. Leg (Femur, Tibia, Fibula) Ankle (Tarsals) or Kneecap (Patella)
 - iii. Cheek bone (Malar)
 - iv. Collar bone (Clavical)
- b.
 - i. Finger, Thumb (Metacarpal) or Toe (Metatarsal)

the Insurer will pay **the Insured Person** the amount shown in the **Schedule**

The maximum amount payable in respect of any one **Insured Person** is shown in the **Schedule**

3. Emergency Dental Pain Relief

The Insurer will pay for all emergency dental pain relief necessarily incurred by the Insured Person during the Period of Insurance and Operative Time of Cover up to a maximum amount shown in the Schedule if external oral impact results in damage to the Insured Person's teeth which necessitates immediate emergency pain relief. This extension does not cover any other procedure other than the relief of pain

4. Hospitalisation Benefit

If Accidental Bodily Injury results in Hospitalisation in the Insured Person's country of residence on the recommendation of an appropriate general medical practitioner attached to the Hospital, the Insurer will pay the Insured Person the following amounts:

In-Patient Benefit

- a. The amount shown in the Schedule for each continuous 24-hour period that the Insured Person spends in Hospital as an in-patient, excluding the first 24 hours.

The maximum amount payable in respect of any one Insured Person is shown in the Schedule.

Convalescence Benefit

- b. The amount shown in the Schedule for each continuous 24 hour period of convalescence during which the Insured Person is confined to their home or a registered nursing home on the recommendation of an appropriate general medical practitioner attached to the Hospital after discharge following a period of Hospitalisation.

The maximum amount payable in respect of any one Insured Person is shown in the Schedule.

5. Legal Advice

Access to Legal Advice is provided to the Insured as an automatic Benefit entitling all Insured Persons to seek telephone advice and guidance 24 hours a day, 365 days a year on any personal legal matter apart from employment problems, which should be directed through the employer's normal procedures

The legal advice and guidance the Insured Person gets will always be according to the laws of Great Britain and Northern Ireland. Calls may be recorded to protect the Insured Person.

When the Insured Person calls for Legal Advice, he or she must quote Policy Reference 36566 and confirm that they are a MartialGuard Instructor Policyholder. The Insured Person will be asked for a brief summary of the problem and these details will be passed on to an adviser who will return the Insured Person's call

Legal advice is available by telephone during the Period of Insurance although no liability can be accepted for any breakdown or failure of the telephone network.

Please call on 0870 241 4140 and quote Policy Reference 36566.

6. Physiotherapy

If the Temporary Total Disablement Benefit become payable and an Insured Person requires physiotherapy, subject to written referral by their registered medical practitioner, the Insurer will pay the Insured Person the Benefit as shown in the Schedule provided that the Insurer's prior written approval of any physiotherapy sessions is obtained.

The maximum amount payable in respect of any one Insured Person is shown in the Schedule.

7. Rehabilitation and Retraining Expenses

If the Permanent Total Disablement Benefit becomes payable the Insurer will pay for rehabilitation and retraining costs to facilitate the Insured Person's return to gainful employment provided that the:-

- i. Insured Person was not over 65 years of age when the Accidental Bodily Injury leading to Permanent Total Disablement occurred
- ii. Insurer's prior written approval of any rehabilitation and retraining costs is obtained

The maximum amount payable in respect of any one Insured Person is shown in the Schedule.

Exclusions

This **Section** does not cover:

Any claim arising out of or consequent upon or contributed to directly or indirectly by:

1. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
2. **the Insured Person**
 - a. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for **the Insured Person's** own drug addiction or alcoholism
 - b. serving in the Armed Forces of any Nation or International Authority
 - c. committing suicide, attempted suicide or intentional self-injury
 - d. participating in off-piste winter sports
 - e. engaging in air travel as aircraft crew of any kind or carrying out any trade or technical operation whilst an aircraft is in flight.
3. **War** (whether declared or not):
 - a. between any of the Major Powers (namely, China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America) and/or
 - b. within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.
4. ionising radiations radioactive **Contamination** or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.
6. The following Exclusion applies to any **Loss** in excess of the **Contamination by Terrorism Accumulation Limit** shown in the **Schedule**.

Claims are not payable as a result of any event directly or indirectly arising out of **Contamination** due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.

If **the Insurer** alleges that by reason of this exclusion any loss damage cost or expense is not covered the burden of proving the contrary shall be upon **the Insured** or **Insured Person**, as applicable.

7. Any claim arising out of or consequent upon travel to Afghanistan, Iraq, Ivory coast, Somalia or Chechnya unless agreed in writing by **the Insurer**.
8. Any claim in excess of:
 - a. the **Event Accumulation Limit, Non-scheduled Air Accumulation Limit, Aircraft Accumulation Limit**
 - b. the **Contamination by Terrorism Accumulation Limit**
9. Any claim in respect of:
 - a. any **Benefit** during the **Excess Period**
 - b. sickness or disease (with the exception of **Associated Illness**)
 - c. any naturally occurring condition or gradually operating cause
 - d. **Permanent Total Disablement, Permanent Partial Disablement** or **Temporary Total Disablement** attributable to arthritic or other degenerative conditions in the joints, bones, any muscles, tendons or ligaments.
10. Any pre-existing mental or physical defect or infirmity at the inception of this **Period of Insurance**.

Section Conditions

The General Conditions of this **Policy** apply to this **Section** with the exception of General Conditions 1, 3 and 4.

In addition the following Section Conditions apply to this **Section**.

1. Assignment

The Insured and **the Insured Person** must not assign any of the **Benefits** under this **Section**. **The Insurer** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **Section**.

2. Cancellation –War Risks

The Insurer may cancel cover under this **Section** in respect of **War** risks at any time and at its discretion by sending seven days notice by recorded delivery post to **the Insured** at **the Insured's** last known address.

3. Benefit Limits

- a. **The Insurer** will not pay more than the **Maximum Benefit** or sum insured as specified in the **Schedule** for any one **Insured Person**.
- b. **The Insurer** will not pay more than one of the **Benefits** under Items 1 to 8 as shown in the **Schedule** in respect of any one **Insured Person** for injuries arising from the same **Loss**.
- c. The **Maximum Benefit** payable in respect of **Death** of an **Insured Person** under 16 years of age or under 18 years of age and in full time education shall not exceed £2,000.
- d. The maximum **Weekly Benefit** payable for **Temporary Total Disablement** will not exceed 100% of **the Insured Person's** normal **Weekly Wage**.

It is the duty of **the Insured Person** to inform **the Insurer** if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

- e. Payment by **the Insurer** to **the Insured Person** of **Weekly Benefit** does not prejudice **the Insured Person's** entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if **the Insurer** pays any of the **Capital Sum Benefits** and **the Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.

- f. The **Schedule** shows the **Weekly Benefit** payable to **the Insured** for each complete working week of **Temporary Total Disablement**.

Payment for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** shown in the **Schedule** equivalent to the number of days of disablement compared to the number of days which **the Insured Person's** employer normally pays **the Insured Person** to work in a normal week.

4. Disappearance

Death of any **Insured Person** shall not be presumed by reason of their disappearance. If after a reasonable period of time has elapsed **the Insurer** having examined all the evidence available has no reason to suppose other than that **the Insured Person** has sustained an accident during the **Operative Time of Cover** resulting in their **Death**, the disappearance of such **Insured Person** shall be deemed to constitute **Death** by accident for the purposes of this **Section**.

In the event of **the Insured Person's** re-appearance after payment of compensation under Item 1 of the **Scale(s) of Compensation** the beneficiary thereof will repay such compensation to **the Insurer** unless probate has been granted or legal evidence of the presumption of **Death** has been supplied to **the Insurer**.

5. Claims conditions

No claim will be paid unless **the Insured** and where applicable **the Insured Person** complies strictly with these conditions:

- a. **The Insured** or **Insured Person** must give notice to **the Insurer** as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim under this **Section**.
- b. **The Insured** or **Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**.
- c. **The Insured** or **Insured Person** must at **the Insurer's** request provide medical examination report any **Accidental Bodily Injury** where **the Insured Person** requires **the Insurer** to consider a claim under this **Section** for which **the Insurer** will pay the cost of the medical examination fee.

- d. **The Insured Person** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury the Insured Person** obtains and follows the advice of a registered medical practitioner. **The Insurer** will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of **the Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.
- e. In the event of the **Death** of an **Insured Person the Insurer** will be entitled to have a post-mortem examination carried out at its expense.
- f. For **the Insured** to claim for **Weekly Benefits** under this **Policy the Insured Person** must have no other weekly benefits insurance in force except as declared to and accepted by **the Insurer** during the **Period of Insurance**.

6. Accumulation Limits

The Insurer's maximum liability for all accepted claims in total in respect of all **Insured Persons** involved in the same **Loss** shall not exceed the **Aircraft Accumulation Limit, Event Accumulation Limit, Non-scheduled Air Accumulation Limit** or **Contamination by Terrorism Accumulation Limit** as applicable. Where the total of all individual claims exceeds the limit applicable the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable in the **Schedule**.

7. Age Limitation

Unless otherwise agreed by **the Insurer** and specifically noted in this **Section** no person aged 75 or over at commencement of the **Period of Insurance** will be covered by this **Section**.

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