



Allianz Insurance plc

# MartialGuard Clubs and Associations

Policy Wording



**Allianz** 



# Contents

Introduction	1
Policy Definitions	2
Insuring Clause	3
General Exclusions	4
General Conditions	6
Complaints	8
Financial Services Compensation Scheme	8
Data Protection Act	9
Notifying a Claim	9
The Cover Provided	
Public and Products Liability Section	10
Group Personal Accident Section	18
Employers Liability Section	26
Directors and Officers Liability Section	30



# 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 Clubs and Associations 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

(not applicable to the Employers' Liability Section)

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 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.

# 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 "Jonathan Dye". The signature is written in a cursive style with a checkmark-like flourish at the beginning.

Jon Dye

Chief Executive

# General Exclusions

This **Policy** does not cover

## 1. Radioactive Contamination

(Not applicable to the Directors and Officers Section)

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.

Exclusions a. and b. do not apply to the Employers' Liability **Section** other than in respect of

- i. the liability of any principal
- ii. liability assumed by **the Insured** under a contract or agreement which would not have attached in the absence of such contract or agreement.

## 2. War

(Not applicable to the Employers Liability or Group Personal Accident Sections)

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. Terrorism

(Not applicable to the Employers' Liability, Public and Products Liability and Group Personal Accident Sections)

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. Above an Act of Terrorism (Terrorism) means:

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

- b. in respect of territories other than those stated in a. above loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
  - i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
  - ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any way related to such Act of Terrorism

In respect of b. above an Act of Terrorism (Terrorism) means:

An act, including but not limited to the use of force or violence and/or the threat thereof, 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 put the public or any section of the public in fear

In any action suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon **the Insured**.

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

#### 4. E-Risks

(Not applicable to the Employers' Liability, Public and Products Liability or Group Personal Accident Sections)

- a. loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - i. programming or operator error whether by **the Insured** or any other person
  - ii. Virus or Similar Mechanism (as defined below)
  - iii. Hacking (as defined below)
  - iv. malicious persons
  - v. failure of external networks unless, in respect of i., ii., and iii., above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this Exclusion unless, in respect of a. i., ii., or iii., above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a of this Exclusion unless, in respect of loss or damage to other property arising from a i., ii. or iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion
- d. loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
  - i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
  - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d.i. above

- iii any misinterpretation, use or misuse of information on computer systems or other records, programs or software unless, in respect of d ii and iii above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion

- e. any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this Exclusion unless, in respect of c., d.ii. and iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

For the purpose of this Exclusion:

##### Computer Equipment

means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software.

##### Virus or Similar Mechanism

means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to 'Trojan Horses' 'Worms' or 'Logic Bombs'.

##### Hacking

means unauthorised access to any computer or computer equipment, component, system or item, whether the property of **the Insured** or not, which processes, stores or retrieves data.

#### 5. Professional Sportspersons

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

#### 6. Weapons

(not applicable to the Employers Liability Section)

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

(Not applicable to the Employers' Liability Section)

**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.

## 9. Declaration

The premiums in respect of the Public and Products Liability and the Group Personal Accident **Sections** of this **Policy** are adjustable. Annual premiums are provisional and will be adjusted annually. Adjusted premiums will be subject to a minimum premium for each **Section** and return premiums on adjustment will not exceed 20% of the premium being adjusted.

# 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](mailto: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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto: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](http://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  
500 Avebury Boulevard  
Milton Keynes  
MK9 2XX

Telephone: 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.

### Accident Section Claims

In the event of a Medical Emergency whilst overseas, the number is +44(0) 208 763 4810

# 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, **Employee** or member 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
- Injury** to any person
  - loss of or damage to material property
  - 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**

- in connection with the defence of any claim
- for representation of **the Insured**
  - at any coroners inquest or fatal accident inquiry in respect of death
  - 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
- any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
  - all **Injury**, loss and damage occurring during any one **Period of Insurance** and caused by and arising from **Products**
  - 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

- 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
- 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**

- 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

- each such party shall observe fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply
- 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 Insurers** 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. 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**

#### L. Cloakroom Liability

Exclusion 7 shall not apply to members' visitors' or guests' property deposited in the cloakroom at **the Insured's Premises**.

Provided that

- a. either
  - i. an attendant engaged by **the Insured** shall be continuously on duty in such cloakroom when it is in use, or
  - ii. such property is kept in an enclosed locked room when unattended

- b. **The Insurer's** liability for all compensation payable in respect of

- i. all loss of and damage to property deposited by any one person is limited to £150
- ii. all loss of and damage to property occurring during any one **Period of Insurance** is limited to £1,000

#### M. Member to Member Liability

**The Insurer** will indemnify any officer or committee member or member of the club or the association or its officials including coaches referees and safety officials in their respective capacities as such as though each party was individually named as **the Insured** in this **Section**

Provided that

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

#### N. Car Park Liability

Exclusion 7 shall not apply to vehicles belonging, loaned or hired to members or visitors whilst in the car park situate at the club or association **Premises**

Provided that

- a. this **Section** does not cover liability in respect of loss of accessories or contents of any vehicle unless lost with such vehicle
- b. **the Insurer's** liability for all compensation payable in respect of
  - i. all loss of and damage to any one vehicle is limited to £2,500
  - ii. all loss of and damage to vehicles occurring during any one **Period of Insurance** is limited to £10,000



## Exclusions

This Section does not cover

### 1. Injury to Employees

Liability in respect of **Injury** to any **Employee** arising out of 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 another 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 **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. Advice and Design

Liability for **Injury**, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of **the Insured** other than where provided or performed in connection with any **Product**.

## 11. 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.

## 12. 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.

## 13. 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

## 14. Abuse

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

## 15. Tournaments or Competitions

This **Section** does not cover liability for **Injury** loss or damage arising out of or in connection with the organisation by **the Insured** of any tournament or competition involving any other party that is not included as **the Insured**.

## 16. Excess

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

## 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.

### 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.

# Group 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 **Group 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 Fractures 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 Clubs and Associations 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** becomes 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.

## 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 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**.

# Employers' Liability Section

## Definitions

### 1. Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

### 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**
  - a. any labour master or labour only subcontractor or person supplied by him
  - b. any self-employed person providing labour only
  - c. any trainee or person undergoing work experience
  - d. any voluntary helper
  - e. 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. elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in Definition 4.A. above and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union

### 5. 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 5.A., 5.B. or 5.C. above

## Cover

- A. **The Insurer** will indemnify **the Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of the employment or engagement of such person by **the Insured** in connection with **the Business** and caused within the **Territorial Limits** during the **Period of Insurance**.

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**

which may be the subject of indemnity under this **Section**.

## Limit of Indemnity

- A. **The Insurer's** liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health and Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the **Schedule**.

B. Notwithstanding paragraph A. above **the Insurer's** liability in respect of all such claims arising directly or indirectly or in connection with an **Act of Terrorism** shall not exceed £5,000,000. If **the Insurer** alleges that by reason of this limitation any loss, damage 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 was 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. 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 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

- i. the proceedings relate to the health, safety or welfare of any **Employee**
- ii. **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.

### C. Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment or engagement by **the Insured** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**

- a. is obtained by such **Employee** in any court situate within the territories specified in Definition 4.A. against any person or corporate body domiciled or operating from premises within such territories and
- b. remains wholly or partly unsatisfied six months after the date of such judgement

**the Insurer** will if **the Insured** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i. there is no appeal outstanding
- ii. the **Employee** shall have assigned the judgement to **the Insurer**.

- iii. this **Section** was shown in the **Schedule** at the time of the **Injury**.

#### D. 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:

- i. any director or partner £500
- ii. any Employee £250

#### E. 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 in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

#### F. 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. Liability in respect of **Injury** to any **Employee** arising out of the ownership, possession or use by or on behalf of **the Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.
2. Liability in respect of **Injury** to any **Employee** who is working on, visiting or travelling to or from **Offshore Installations**.

## 5. 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.

## Section Conditions

### 1. Compulsory Insurance Legislation

The indemnity granted by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the territories specified in Definition 4.A. 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.

### 2. Certificate of Employers' Liability

If this **Policy** or **Section** is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

### 3. 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.

### 4. 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**.

# Directors & Officers Liability Section

## Definitions

### Claim

- a Any written demand or written allegation of a **Wrongful Act** against any **Insured Person**; or
- b any civil or criminal suits or proceedings against an **Insured Person**; or
- c any regulatory or administrative proceedings or any other official investigation into the conduct of an **Insured Person**.
- d Any regulatory or administrative proceedings into the conduct of the Company only in so far as it relates to an alleged **Wrongful Act** by an **Insured Person**.

It is understood that any number of **Claims** against the **Insured Person** which arise out of or are attributable to or connected in any way with a single **Wrongful Act** or a series of the same, related or continuous **Wrongful Acts** which arise from a common set of facts shall constitute a single **Claim** for the purposes of this **Section**.

### Company

The organisation named as **The Insured** in the **Schedule**, including any **Not-For-Profit** organisation associated with the **Company**.

### Defence Costs

- a All legal expenses, including disbursements, reasonably incurred by or on behalf of an **Insured Person** with the prior written consent of **the Insurer**, which shall not be unreasonably withheld, in the investigation, defence and settlement of **Claims** and or appeals therefrom.
- b External consultants' costs incurred in the mitigation of any potential **Claim** which may arise out of allegations of a **Wrongful Act**, subject to the prior written consent of **the Insurer**.

**Defence Costs** shall not include overhead or benefit expenses associated with salaries, wages and fees of an **Insured Person**.

### Insured Person

Any natural person who was, is or who becomes during the **Period of Insurance**:

- a a director or officer of the **Company** (or the equivalent in any other jurisdiction);
- b a shadow director of the **Company** as defined in S.741(2) of the Companies Act 1985 (or the equivalent

legislation in any other jurisdiction except the United States of America, its territories or possessions and any state or political subdivision thereof);

- c a director of an **Outside Entity** who has been specifically asked to become a director of that entity by the **Company**;
- d the lawful spouse (which will include same sex relationships which are recognised by law in the parties' country of domicile) of any **Insured Person** where recovery is sought solely because joint property is held or owned by or on behalf of the spouse. There is no cover for any **Claim** that alleges a **Wrongful Act** by the spouse;
- e the legal representatives, heirs, assigns or estates of the above mentioned in the event of their death, incapacity, insolvency or bankruptcy;
- f an employee of the **Company** who carries out a managerial or supervisory function for the **Company**;
- g an employee of the **Company** who is joined as a party to any action against any person defined in a) to f) above;

For the avoidance of any doubt **Insured Person** shall not include external auditors appointed in accordance with S.384 of the Companies Act 1985 or any similar or applicable legislation in any other jurisdiction.

### Employment Practice Liability

Any actual or alleged:

- a Unfair or wrongful dismissal, termination or discharge of employment, either actual or constructive;
- b harassment;
- c discrimination;
- d retaliation, including lockouts;
- e employment related misrepresentations to an employee or applicant for employment;
- f employment related humiliation, defamation or invasion of privacy;
- g wrongful failure to employ or promote;
- h wrongful deprivation of career opportunity;
- i any other Claim pursuant to the Employment Rights Act 1996 relating to any past, present or prospective employee.

solely relating to employees of or applicants for employment with the Company.



## Limit of Liability

The amount stated as the Limit of Liability in the [Schedule](#).

## Loss

Any sums which an [Insured Person](#) is legally liable to pay for a [Wrongful Act](#).

## Loss includes Defence Costs

[Loss](#) shall not include fines, penalties, punitive or exemplary damages or any damages constituting the multiplication of a lesser damages sum or, taxes or any matters which are or may be deemed uninsurable under English Law provided that [Loss](#) shall include any exemplary damages which an [Insured Person](#) may be legally liable to pay in respect of that part of any [Wrongful Act](#) which consists of any defamatory publication.

## Notification

Written notice of any [Claim](#) or circumstances which may give rise to a [Claim](#) given to [the Insurer](#) within the [Period of Insurance](#) or during the [Extended Discovery Period](#) by an [Insured Person](#), to the address specified in [Section Conditions 1. Claims Reporting – Condition Precedent](#).

## Not-For-Profit

An organisation, whether incorporated or not, which is formed solely for charitable, social, community or industry purposes and not for the purpose of making profits or gain to its individual members or constituent parts.

## Outside Entity

Any organisation, association, or entity during any time in which the [Company](#) owns, on or after the inception date of the [Period of Insurance](#), between 10% and 50% of the issued and outstanding shares representing the right to vote for the election of such [Outside Entity's](#) directors,

Provided that the [Outside Entity](#) shall not include:

- a) any organisation, association or entity incorporated, domiciled, resident or is listed or traded on an exchange in the United States of America or Canada; or
- b) any financial institution (including any bank, depository institution, investment company, [securities](#) broker, dealer or underwriter, asset manager or insurance company)

other than such organisation, association, entity or financial institution which has with the express written consent of [the Insurer](#) been listed by Clause to this [Section](#).

## Pollutants

Any substance, solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals, air emissions, odour, waste water, oil, oil products, medical waste, asbestos or asbestos products, fungus, mycota or by-products, lead or lead containing products and waste materials. Waste materials include but are not limited to recycled, reconditioned or reclaimed materials.

## Securities

Any of the following issued by the [Company](#):

- a) Bonds, debentures, evidence of indebtedness, notes, shares, stocks or other equity or debt security: and
- b) Certificates of interest or participation in, receipts for, warrants or other rights to subscribe to or purchase, voting trust certificates relating to, certificates of deposits for, or other documentary evidence of interest in any of the securities referred to (a) above.

## Subsidiary

Any company as defined by Section 736 of the Companies Act 1985 or any re-enactment thereof, or the equivalent legislation in any other jurisdiction.

## Wrongful Act

Any actual or alleged misrepresentation, misstatement, misleading statement, defamation, negligence, breach of warranty of authority or breach of duty or any other act by an [Insured Person](#) acting solely in their capacity as such.

[Wrongful Act](#) includes actual or alleged [Employment Practice Liability](#).

## Cover

### A Directors & Officers Coverage

The Insurer will pay on behalf of any Insured Person any Loss arising from any Claim first made against them during the Period of Insurance for any Wrongful Act committed by them in their capacity as an Insured Person except to the extent the Company has indemnified any such Insured Person in respect of such Loss.

### B Company Reimbursement Coverage

The Insurer will pay on behalf of the Company any Loss arising from any Claim first made against any Insured Person during the Period of Insurance for any Wrongful Act committed by such Insured Person in their capacity as an Insured Person to the extent the Company has indemnified the individual concerned in respect of such Loss.

### C Pollution Defence Costs

The Insurer will pay Defence Costs only in respect of claims arising from or attributable to

- a) the actual, alleged or threatened discharge, disposal, release or escape of Pollutants into or upon land, the atmosphere or any water course or body of water, whether such discharge, dispersal, release or escape is intentional or accidental or
- b) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise Pollutants

Provided that:

- i. the incident(s) giving rise to the Claim occurred outside the territorial jurisdiction of Canada or the United States of America, its territories and possessions and any state or political subdivision thereof and
- ii. the proceedings in respect of the Claim are brought or maintained entirely outside of Canada or the United States of America, its territories and possessions and any state or political subdivision thereof.

#### Limit of Liability

The Limit of Liability of the Insurer shall mean the total aggregate limit of the Insurer's liability in respect of all Loss and any other sums payable hereunder.

The Pollution Defence Costs Limit shown in the Schedule is an aggregate limit and is part of and not in addition to the aggregate Limit of Liability of the Insurer.

The Limit of Liability of the Insured shall mean the amount of Loss in excess of the applicable Excess.

## Exclusions

The Insurer shall not be liable for Loss on account of any:

1. Claims arising from, based on, related or attributable to, associated with or alleging the same facts as any Wrongful Acts which are the subject of:-
  - a) any Claims or circumstances notified to any policy which incepted prior to the inception of this Section; or
  - b) any proceedings which existed or were pending at the Prior/Pending Litigation date or the Pollution Defence Prior/Pending Litigation Date stated in the Schedule.
2. Claims arising from or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by any retirement or pension legislation anywhere in the world, including but not limited to the UK Pensions Act 1995 and the Employee Retirement Income Security Act of 1974 (USA) and any amendments thereto or any act or omission in the capacity of a trustee or administrator of any trust fund, pension scheme, profit sharing scheme or employee benefit scheme or any deficiency in the assets of any such trust fund or scheme or any failure to comply with any requirement imposed by any regulator in relation to such a trust fund or scheme or any warranty, statement or representation made in relation to any such trust fund or scheme.
3. Claims arising from or attributable to:
  - a) any act or omission committed with the knowledge that it was in breach of any statute, contract, duty or other legal obligation; or recklessness as to whether it was in such breach or
  - b) an Insured Person gaining any personal profit, remuneration or advantage to which they were not legally entitled.

This exclusion shall only apply if the act, omission profit, remuneration or advantage is established by a court, tribunal, or by admission.

4. **Claims** for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused or damage to or destruction of any tangible property, including loss of use thereof except for and to the extent that in relation to **Employment Practice Liability** only this exclusion shall not apply to **Claims** for or in respect of mental anguish or emotional distress or disturbance.

5. **Claims** arising from or attributable to bodily injury, sickness, disease, death, damage to or destruction of any tangible property, including loss of use arising therefrom resulting from the hazardous properties of radioactive or nuclear material or of any radioactive or nuclear facility.

6. **Claims** arising from or attributable to:

- a) the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants** into or upon land, the atmosphere or any water course or body of water, whether such discharge, dispersal, release or escape is intentional or accidental; or
- b) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**.

Other than in respect of **Defence Costs** only as provided for by **Cover C Pollution Defence Costs**.

7. **Claims** which are made by or on behalf of or at the instigation of the **Company** or by or on behalf of or at the instigation of any **Insured Person** where the Claim is brought and/or maintained in the United States of America and/or Canada, except:-

- a) any **Claim** by an **Insured Person** alleging an **Employment Practice Liability**
- b) any **Claim** brought or maintained by a liquidator, receiver, administrative receiver or the equivalent in any other jurisdiction, either directly or on behalf of the **Company**, without the instigation, assistance or participation of any **Insured Person** or the **Company**
- c) any **Claim** brought or maintained by an **Insured Person** for contribution or indemnity if the **Claim** directly results from another **Claim** covered under this **Section**
- d) any shareholder derivative action brought by or maintained on behalf of the **Company** by any legally empowered entity or person, which is brought without the solicitation, assistance or participation or co-operation of any **Insured Person**.

8. **Claims** which are made by or on behalf of or at the instigation of the **Outside Entity** except:-

- a) any **Claim** for contribution or indemnity if the **Claim** directly results from another **Claim** covered under this **Section**;
- b) any shareholder derivative action brought by and maintained independently of and without the solicitation, assistance or participation of any **Company, Insured Person** or **Outside Entity**.

9. **Claims** arising from or attributable to or in consequence of or in any way involving the sale or offer for sale or allocation of **Securities** or any shares of any private company or corporation including, but not limited to, an initial public offering, secondary offering or a private placement

Provided that this exclusion shall not apply to any such sale or offer for sale which **the Insurer** may in writing agree in advance.

10. **Claims** alleging, arising out of, based upon or attributable to the **Company** or an **Insured Person's** performance of or failure to perform professional services for others, or any act, error, or omission relating thereto.

Provided however that the foregoing exclusion shall not be applicable to any derivative or shareholder class action against **the Insured Person** alleging failure to supervise those who performed or failed to perform such professional services.

## Extensions

### 1. Extended Discovery Period

If either the **Company** or **the Insurer** fail to renew this **Section**, for whatever reason other than non-payment of premium or following the provisions of **Section Conditions 7. Termination / Cancellation** the **Company** shall have the right to purchase an extended discovery period of 12 months

Provided that:

- a) written notice of the required extended discovery period option is given to **the Insurer** within 30 days of the expiry of the **Period of Insurance**;
- b) the cover granted by the extended discovery period shall only afford protection in respect of **Wrongful Acts** committed or alleged to have been committed prior to the expiry of the **Period of Insurance**;
- c) this **Section** is not replaced or succeeded by any other policy affording directors and officers liability cover;
- d) any **Claim** made during the extended discovery period shall be considered made during the **Period of Insurance**.

The offer by **the Insurer** of renewal terms, conditions, limits of liability or premium different from those of the expiring **Section** shall not constitute a refusal to renew.

The additional premium for a 12 months extended discovery period is 95% of the annual **Section** premium.

## Section Conditions

### 1. Claim Reporting – Condition Precedent

An **Insured Person** shall, as a condition precedent to **the Insurer's** liability under this **Section**, provide **Notification** as soon as practicable and in any event within 30 days after the date a **Claim** was first made against an **Insured Person** and within the **Period of Insurance** or **Extended Discovery Period** (if applicable).

### 2. Claim Defence and Settlement

- a) In respect of any **Claim** under this **Section** the **Insurer** will pay **Defence Costs** on behalf of **the Insured Person** on an as incurred basis prior to final disposition or adjudication. If at any time a **Claim** is withdrawn or deemed not to be covered under this **Section** or is found to be excluded under this **Section** then all such **Defence Costs** must be returned to **the Insurer** on demand.

- b) It shall be the duty of the **Insured Person** to defend Claims.
- c) Any lawyers or other advisors from whom advice is to be taken shall be approved by **the Insurer** prior to their appointment. Such approval shall not be unreasonably withheld.
- d) **The Insured Person** shall not admit liability for or settle any **Claim** without the written consent of **the Insurer**, such consent not to be unreasonably withheld. **The Insurer** will not be liable for any settlement, agreement or assumed obligation to which it has not consented in writing.
- e) **The Insured Person** shall assert all appropriate defences and cross claims for contribution, indemnity or damages and shall co-operate fully with **the Insurer** and/or its legal representative in the conduct of the defence.
- f) **The Insured Person** shall at their own cost and in a timely fashion provide all information and assistance reasonably required to allow any **Claim** to be effectively investigated, defended and/or resolved.

### 3. Automatic Acquisition

If during the **Period of Insurance** the **Company** acquires, directly or indirectly through any **Subsidiary**, a controlling interest in another company and that other company:

- a) has total assets that exceed 40% of the value of the **Company's** consolidated assets immediately prior to the date of acquisition, or
- b) has any of its securities listed on any exchange in the United States of America its territories and possessions and any state or political subdivision, or
- c) has revenues or assets exceeding US\$5,000,000 in the USA or Canada

then the **Company** shall provide **the Insurer** with full information in respect of the said company and agree to any additional premium and/or amendment to the provisions requested by **the Insurer** to obtain cover under this **Section** for said company.

### 4. Subsidiary Cover

Coverage with respect to **Claims** made against an **Insured Person** shall only apply to **Wrongful Acts** committed or allegedly committed after the effective date that a **Subsidiary** became a **Subsidiary** and prior to the date such **Subsidiary** ceased to be a **Subsidiary**.

## 5. Allocation

If an **Insured Person** incurs **Loss** in respect of a **Claim** which includes both covered and non covered matters or which is made against both covered and non covered parties then the **Insured Person** and **the Insurer** shall use their best efforts to agree upon a fair and proper allocation of the proportion of the **Loss** covered hereunder, having regard to the relative legal and financial exposures. Only **Loss** incurred by an **Insured Person** and in the case of **Defence Costs** directly attributable to the defence of an **Insured Person** is covered hereunder. **Loss** incurred by or attributable to the defence of the **Company** itself is not covered.

If an allocation cannot be agreed between **the Insured Person** and the **Insurer**, then the parties agree that such allocation shall be determined, having regard to the relative legal and financial exposures, by a Queen's Counsel to be mutually agreed upon, or in default of agreement, to be nominated by the then Chairperson of the Bar Council. Such QC shall act as an expert and not an arbitrator and his or her determination shall be based upon the written submissions of the parties and will be final and binding on the parties. There shall be no obligation on the QC to provide reasons unless specifically requested by **the Insured Person** and **the Insurer**.

The costs of any reference to expert determination under this clause shall be borne equally by both **the Insured Person** seeking the determination and **the Insurer**.

## 6. Merger / Acquisition Clause

It is agreed that if the **Company** is merged, consolidated with or acquired by another entity, or entities acting in concert, who have ownership or controlling interest of 50% or more of the share capital or outstanding securities representing the right to vote for the election of board members this **Section** shall only apply to **Wrongful Acts** committed prior to the effective date of such transaction.

## 7. Termination / Cancellation

- a) In the event of non-payment of premium **the Insurer** may cancel this **Section** by giving 30 days written notice to the **Company**.
- b) This **Section** shall terminate at the expiration of the **Period of Insurance**.

## 8. Liability Exoneration Clause

If an **Insured** refuses to consent to any settlement recommendation by **the Insurer** and elects to contest the **Claim**, then **the Insurer's** liability for the **Claim** shall not exceed the amount for which the **Claim** could have been settled, including **Defence Costs** up to the date of **the Insured's** refusal to consent.

## 9. Other Insurance

This **Section** shall apply only in excess of any other valid insurance, other than insurance written as specific excess insurance over the **Limit of Liability** provided in this **Section**. In the event that such other insurance is provided by **the Insurer** or any other member of the ALLIANZ-AG Group (or would be provided but for the application of a deductible or excess or the exhaustion of the **Limit of Liability** or the failure to submit notification or otherwise comply with the terms and conditions of such other insurance), the **Limit of Liability** shall be reduced by the limit of liability specified in the schedule of such other insurance.

## 10. Assignment of Policy

This **Section** and any rights hereunder cannot be assigned without the written consent of **the Insurer**.

## 11. Severability of Exclusions

For the purposes of determining the application of the Exclusions, no fact pertaining to or knowledge possessed by one **Insured Person** shall be imputed to any other **Insured Person**.

## 12. Severability of Proposal

The Proposal for this insurance shall be construed as a separate Proposal by each **Insured Person**. With respect to the declarations and statements contained in the Proposal, no statement in the Proposal or knowledge possessed by any one **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining the availability of coverage with respect to **Claims** against that other **Insured Person**.

### 13. Subrogation and Assignment of Rights

In the event of payment under this Section, the Insurer shall be subrogated to all of the Insured Person's rights of recovery in respect of such payment. In addition, the Insured Person shall execute all and any documentation and do any other things as may be necessary to enable the Insurer to bring an action or suit in the name of the Insurer or the Insured Person. Any recovery received shall first be applied against any payment made by the Insurer with any balance remaining thereafter being remitted to the Insured Person.

### 14. Singular and Plural / Masculine and Feminine

Any reference to the singular shall include the plural and vice versa.

Any reference to the masculine shall include the feminine and vice versa.

### 15. Authorisation of the Company

The Company shall act as agent on behalf of the Insured Person in respect of all matters of any nature relating to or affecting this Section. The Insurer shall be entitled to treat the Company as having such authority for all purposes connected with this Section.

### 16. Contracts (Rights of Third Parties) Act 1999

Notwithstanding the provision of the Contracts (Rights of Third Parties) Act 1999, and for the avoidance of doubt:-

- a) This insurance is not intended to and accordingly does not confer any enforceable rights upon any third party, whether or not an interest of such third party or parties is acknowledged by the Insurer.
- b) The parties to this insurance shall be entitled to rescind or vary such without the consent of any third party, whether or not an interest of such third party or parties is acknowledged by the Insurer.
- c) In the event of proceedings by a third party against the Insurer for an enforcement of a term of this insurance the Insurer shall have available to it the option of any defence or set off which would have been available if the proceedings had been brought by an Insured Person.

### 17. Declarations

It is understood and agreed that the statements and declarations made by the Insured Person(s) and the Company to the Insurer have been relied upon by the Insurer and are the basis of this Section and shall be deemed to be incorporated into and constitute part of this Section.



[www.allianz.co.uk](http://www.allianz.co.uk)

Allianz Insurance plc. Registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom. Allianz Insurance plc is a member of the Association of British Insurers. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.



ACOMSC1278/1a 06.13

