



Dale
Underwriting
Partners

Liability Insurance

Sports &
Leisure

July 2021

LLOYD'S

Underwriters

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Introduction & Notices

The Contract

This Sports and Leisure Liability Insurance **Policy** is made up of several components which are to be read together as they form **Your** contract of insurance with **Us**. As a legal contract it is important that you take the time to carefully read and understand all parts of the **Policy** to ensure they meet **Your** needs.

If **You** need to make any amendments, please contact **Your** insurance broker.

The components of the **Policy** that form **Your** contract with **Us** are:

- This **Policy** wording, containing the Definitions, Exclusions and Conditions which set out what is covered, what is not covered, the conditions applicable and the basis of how claims will be settled
- The **Schedule**, which states the sections of coverage that are operative as well as any additional terms and conditions applicable to this **Policy**
- **Endorsements**, if any

Words written in **bold** have special meaning and are defined within the Definitions section of this **Policy**.

Please keep this **Policy** in a safe place; **You** will need to refer to it if **You** have to make a **Claim**.

Information you have given us

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

You must provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk, including every material fact **You** (and **Your** senior management and those responsible for arranging this insurance) know, or ought to know following a reasonable search. **You** must take care not to misrepresent any information or facts which might affect **Our** assessment or acceptance of this insurance.

If **We** establish that **You** have deliberately or recklessly provided untrue or misleading information, **We** will have the right to treat this insurance as if it never existed, decline all **Claims**, retain the **Premium** and seek the reimbursement from **You** in full of any payments **We** have made in accordance with the **Policy**.

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

- (a) Treat this **Policy** as if it never existed, refuse to pay any **Claim** and return the **Premium** paid if **We** would not have offered cover
- (b) Amend the terms of the **Policy** (other than in respect of the **Premium** payable) and treat this **Policy** as if it had been entered into from the start of the **Period of Insurance** on different terms from those agreed, if **We** would have provided cover on different terms
- (c) Reduce the amount that **We** pay on any **Claim** in the proportion that the **Premium** **You** have paid bears to the **Premium** that **We** would have charged, if **We** would have charged more.

We will notify **You** in writing if (a), (b), and/or (c) apply.

If there is no outstanding **Claim** and (b) and/or (c) apply, **We** will have the right to:

- (i) Give notice that **We** are terminating this **Policy**; or
- (ii) Give notice that **We** will treat this **Policy** and any future **Claim** in accordance with (b) and/or (c), in which case **You** may then give **Us** notice that **You** are terminating the **Policy** in accordance with the Cancellation Provisions.

Privacy Notice

The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details You provide to Us

Where **You** provide **Us** or **Your** broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice, which is available online on **Our** website at <https://www.daleuw.com/privacy-notice/> or in other formats on request.

Contacting Us and Your rights

You have the following rights in relation to the information **We** hold about **You**:

- Right to be informed
- Right of access
- Right to rectification
- Right to erasure
- Right to restrict processing
- Right to data portability
- Right to object
- Rights in relation to automated decision making and profiling

If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice, **You** can find our contact details at <https://www.daleuw.com/privacy-notice/> or please contact **Your** insurance broker who will provide **You** with **Our** contact details.

Language

The language of this **Policy** and any communication relating to it will be English.

Governing Law and Jurisdiction

Unless specifically agreed to the contrary in writing, any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy** are subject to the laws and exclusive jurisdiction of the Courts of England and Wales.

Notwithstanding the terms of this **Policy**, it is understood and agreed that the **Insured** will only be defended or indemnified under this **Policy** for **Claims** brought in the territory or territories stated in the **Schedule** under **Applicable Jurisdiction** and for any such **Claim** only in respect of the **Insured's Business** undertaken in the territory or territories stated in the **Schedule** under **Territorial Limits**.

Interpretation

In this **Policy**:

- (a) the singular includes the plural and vice versa;
- (b) the description in the headings and subheadings of this **Policy** (including any titles and subheadings in any endorsement or **Policy** variation) is solely for convenience and forms no part of the terms and conditions of this **Policy** and do not operate as an aid to interpretation of the provision of this policy;
- (c) reference to any Act, statute or statutory provision is a reference to that Act, statute or statutory provision in any territory as applicable and shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of inception of this **Policy**.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk.

Complaints Procedure

We are dedicated to providing **You** with a high-quality service and **We** want to ensure that **We** maintain this at all times. If **You** feel that **We** have not offered **You** a first class service please write and tell **Us** and **We** will do our best to resolve the problem.

If **You** have any questions or concerns about **Your** insurance or the handling of a **Claim**, **You** should in the first instance contact:

Post: Complaints, Dale Underwriting Partners, 6th Floor, 6 Bevis Marks, London, EC3A 7BA

Email: complaints@daleuw.com

Phone: + 44 (0) 20 3307 1498

If **You** are unable to resolve the situation with **Us** and wish to make a complaint, **You** can do so at any time by referring the matter to the Lloyd's Complaints department, whose contact details are as follows:

Post: Complaints, Lloyd's, One Lime Street, London, EC3M 7HA

Email: Complaints@Lloyds.com

Phone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may be able to refer it to the Financial Ombudsman Service who will independently consider **Your** complaint. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Phone: (fixed) 0800 0234 567
(mobile) 0300 1239 123
(outside UK) +44 (0) 20 7964 0500

Fax: +44 (0) 20 7964 1001

Web: www.financial-ombudsman.org.uk

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than two million Euros and fewer than 10 employees

Regulatory Information

Dale Syndicate Services Ltd is an Appointed Representative of Asta Managing Agency Ltd, which is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 204897). Dale Syndicate Services Ltd is registered in England, no. 08707560 and at Dale Syndicate Services Ltd 6th Floor, 6 Bevis Marks, London EC3A 7BA. Asta Managing Agency Ltd is registered in England, no. 1918744 and at 5th Floor, Camomile Court, 23 Camomile Street, London EC3A 7LL.

Policy Definitions

1. **Abuse or Molestation** shall mean any **Injury** arising out of any actual, threatened or attempted (whether or not deliberate):
 - a. act of harassment, misconduct, neglect, humiliation, ill-use, molestation, discrimination, exploitation whether sexual in nature or otherwise; or
 - b. act of a sexual nature including but not limited to sexual relations, sexual contact, sexual intimacy, sexual abuse, sexual assault, sexual victimisation, sexual exploitation, rape or molestation including any offence under the Sexual Offenders Act 2003; or
 - c. a repeated or continuing contemptuous course of insulting words or behaviour.
2. **Applicable Jurisdiction** shall mean the courts of the territories specified in the **Schedule**.
3. **Business** shall mean the activities of the **Insured** as stated in the **Schedule**, and to the extent they reasonably include:
 - a. The **Insured's** responsibilities as landlord, tenants or property owners
 - b. The organisation and hosting of social and fund-raising activities
 - c. The provision and management of canteen, social, sports, or welfare organisations for the benefit of **Employees**
 - d. The provision of first aid
 - e. Attendance and participation at trade shows, exhibitions or conferences.
4. **Claim** shall mean any demand for, or an assertion of right to, civil damages or an intimation of an intention to seek such damages; and/or any monetary demand made against the **Insured** which is made in accordance with the laws of the territory as specified in the **Schedule** under **Applicable Jurisdiction**.
5. **Claims Made** shall mean **Claims** which are both first made against the **Insured** and first notified to the **Insurer** during the **Period of Insurance** and then only to the extent that such a **Claim** arises from acts, errors or omissions committed or alleged to have been committed on or after the **Retroactive Date** and before the end of the **Period of Insurance**.
6. **Clean Up Costs** shall mean the costs reasonably incurred by:
 - a. a government agency or governmental regulatory body; or
 - b. the **Insured** (with the written consent of the **Insurer**) where remediation would otherwise be required by a government agency or where a governmental regulatory body would have required remediation
 directly consequent upon **Pollution**.
7. **Communicable Disease** shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

8. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
9. **Contact Sports** shall mean all sports where physical contact is an accepted part of play, including but not limited to Association Football, Australian Rules Football, Basketball, Boxing, Camogie, Gaelic Football, Gridiron, Handball, Hockey, Hurling, Ice Hockey, Lacrosse, Martial Arts, Rugby League, Rugby Union and Water Polo, unless this Definition is expressly amended by **Endorsement**.
10. **Costs and Expenses** shall mean reasonable costs, fees and expenses incurred by or on behalf of the **Insured** with the written consent of the **Insurer**:
- in the defence, settlement or investigation of any **Claim** which is, or would if successful be covered under this **Policy**
 - for legal representation at a coroner's inquest or other inquiry in respect of any matter which would be subject to cover under this **Policy**

However, **Costs and Expenses** shall not include:

- any of the **Insured's** own costs, salaries, fees or expenses incurred in or attributable to dealing with an actual or anticipated **Claim**, or
 - costs and expenses incurred in the defence of any criminal proceeds brought against the **Insured** or in appeal against conviction by the **Insured**.
11. **Cyber Act** shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
12. **Cyber Incident** shall mean:
- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
13. **Cyber Loss** shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
- any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
 - any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.
14. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
15. **Data Protection Law** means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

16. **Documents** shall mean records that relate to the **Business** and for which the **Insured** are legally responsible whether printed, written or electronically stored, only whilst they are in the **Insured's** custody or the custody of any other person to whom the **Insured** entrusted, lodged or deposited such documents, but does not mean bonds or coupons, stamps, bank or currency notes, money or share certificates, stamps or other negotiable instruments or paper.
17. **Endorsement** means a written endorsement issued only by the **Insurer** which forms part of and is attached to this **Policy** and is and is labelled expressly and uniquely as an Endorsement to this **Policy**.
18. **Employee** shall mean any:
- a. person employed under a contract of service or apprenticeship with **You**
 - b. labour only sub-contractor and persons supplied by them
 - c. self-employed person working for **You** and under **Your** control (not being in partnership with **You**)
 - d. person hired to or borrowed by **You**
 - e. person undertaking study or work experience under **Your** supervision
 - f. prospective employee who is undergoing practical work experience whilst being assessed by **You** as to their suitability for employment
 - g. voluntary helper while working under **Your** supervision and control and in connection with the **Business**.
19. **Excess** shall mean the first amount of each and every **Claim** which is payable by the **Insured**, as stated in the **Schedule**.
20. **Extended Reporting Period** shall mean a period of not more than fourteen (14) days after expiration of the **Period of Insurance**. The **Extended Reporting Period** shall only apply in respect of **Claims Made** which arise from acts, errors or omissions committed or alleged to have been committed after the **Retroactive Date** but before the end of the **Period of Insurance**.
21. **GDPR** shall mean the General Data Protection Regulation (EU) 2016/679.
22. **Injury** shall mean:
- a. **Bodily Injury**
 - b. Trespass, nuisance, invasion of the right of privacy or interference with any right of way, air, light, water or other easement of any person
 - c. Wrongful arrest, wrongful detention, wrongful imprisonment, wrongful eviction or malicious prosecution of any person.
23. **Insured / You / Your** shall mean:
- a. the club, association, league, individual, company or such other entity as named in the **Schedule** as the **Insured**;
 - b. any registered member of the **Insured** club, association, league or entity, but only whilst acting in connection with the **Business** of the **Insured**, including:
 - i. any temporary or trial member of the **Insured** provided that **You** maintain a record of all such temporary or trial members
 - c. any principal, director, officeholder, committee member, **Employee**, coach, official or volunteer of the **Insured** but only whilst acting within the scope of their duties as such.
24. **Insurer / Our / Us / We** shall mean the insurer specified in the **Schedule**.

25. **Limit of Indemnity** shall mean the limit specified in the **Schedule**, which, for the avoidance of doubt, shall not include the **Excess**.
26. **Losses Occurring** means that the **Policy** shall only respond in respect of **Injury** or **Property Damage** occurring during the **Period of Insurance**.
27. **Occurrence** shall mean an event or series of events consequent upon or attributable to the same source or originating cause, including continuous repeated exposure to substantially the same general harmful condition.
28. **Period of Insurance** shall mean the period described in the **Schedule**.
29. **Bodily Injury** shall mean accidental death, bodily injury, illness, disease, or medically recognised psychiatric injury to any person.
30. **Policy** shall mean all the terms, conditions, exclusions and limitations contained within this insurance document, the **Schedule** and any **Endorsements** attaching to and forming part of this contract of insurance.
31. **Pollution** shall mean any pollution, seepage, discharge, dispersal, release or escape of or otherwise contamination by any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, dust, fibres, fungi, mould, acids, alkalis, chemicals and waste (including materials to be recycled, reconditioned or reclaimed) or any contamination of any kind of the atmosphere or any water, land, buildings or other tangible property, whether permanent or temporary and shall include noise, electromagnetism/electromagnetic fields, radio waves and radiation.
32. **Premium** shall mean the premium specified in the **Schedule**.
33. **Product** shall mean any tangible property after it has left the custody or control of the **Insured** which has been sold, supplied, distributed, serviced, repaired or treated by or on behalf of the **Insured** in the ordinary course of the **Business**. **Product** shall also include food and drink sold or supplied by the **Insured** as part of the **Business** but shall not include food or drink provided principally for consumption by **Employees**.
34. **Property Damage** shall mean accidental loss of, physical damage to or destruction of tangible property.
35. **Retroactive Date** shall mean the date specified in the **Schedule** as the retroactive date.
36. **Schedule** shall mean the document issued to the **Insured** which is entitled Schedule and which forms part of this **Policy**.
37. **Territorial Limits** shall mean the territories as specified in the **Schedule**.
38. **Terrorism** means an act, including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
39. **United Kingdom** shall mean England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
40. **UK GDPR** shall mean the retained EU law version of the GDPR pursuant to the European Union (Withdrawal) Act 2018 that applies from 1 January 2021.

General Extensions

The following Extensions are automatically included and apply to all Sections of the **Policy** (subject to the terms and conditions of the applicable **Policy** section) except where stated otherwise:

1. 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 **Policy**, the **Insurer** will pay compensation to the **Insured** on the following scale for each day that attendance is required:

Any Director or Partner	£350
Any Employee	£150

2. Legal Defence Costs

If during the **Period of Insurance** the **Insured** become the subject of any criminal proceedings arising from one of the below listed causes, the **Insurer** agrees to indemnify the **Insured** against the **Costs and Expenses** incurred with the **Insurer's** prior written consent, in defending the **Insured** at any such criminal proceedings, including appealing the results of such proceedings, to the extent only the proceedings both relate to an offence committed in the **United Kingdom** and in connection with the **Business**.

This Extension shall respond in respect of:

- (a) a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any other similar **United Kingdom** Health and Safety legislation or regulation
- (b) an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007
- (c) An incident which results in an inquiry ordered under the Health & Safety Inquiries (Procedure) Regulations 1975

The cover afforded under this Extension shall not apply to:

- i. **Costs and Expenses** arising from any matter for which the **Insured** would not be entitled to indemnity under this **Policy**
- ii. Proceedings which arise out of any activity or risk excluded under this **Policy**
- iii. Persons other than the **Insured** and their directors, partners or **Employees**
- iv. Fines or penalties of any kind
- v. Any circumstances for which indemnity is provided by any other insurance
- vi. Proceedings in respect of any act or omission deliberately caused by the **Insured**.

The **Insurer's** total liability under this Extension in respect of all **Costs and Expenses** shall not exceed £1,000,000 in the aggregate in any one **Period of Insurance**. This limit will form part of and not be in addition to the relevant **Limit of Indemnity** stated in the **Schedule**.

3. Contractual Liability

Notwithstanding General Exclusion 3. Contractual Liability, if during the **Period of Insurance** the **Insured** enter into any contract or agreement with another party under which the **Insured** assumes liability for **Bodily Injury** or **Property Damage**, the **Insurer** will indemnify the **Insured** under the Section of the **Policy** where

an indemnity would be provided had such liability arisen other than pursuant to a contractual obligation, but only to the extent such contractual liability arises directly from the performance by **You** of such contract or agreement and provided that such liability is ordinarily and reasonably assumed in the normal course of the **Business** and provided further that:

- (a) Any **Claim** arising under this Extension is both first made against the **Insured** and first notified to the **Insurer** during the **Period of Insurance**; and
- (b) The conduct and control of any related **Claims** is vested in the **Insurer**; and
- (c) The indemnity granted under the Employers' Liability Section of this **Policy** is limited only to **Your** liability to **Your Employees**; and
- (d) Nothing in this Extension will increase the **Insurer's** liability to pay more than the applicable **Limit of Indemnity** under the appropriate Section of this **Policy**.

General Exclusions

All sections of this **Policy** are subject to the following exclusions:

The **Insurer** shall not be liable in respect of any **Claim, Costs and Expenses** or any other costs or damages or any other liability arising directly or indirectly out of or in any way relating to:

1. **Airside**
any work undertaken in, on or within any aircraft, aerospace system or airport.
2. **Bankruptcy or Insolvency**
the **Insured's** bankruptcy, receivership, liquidation or insolvency.
3. **Contractual Liability**
any liability assumed under any oral or written contract or agreement unless and only to the extent the **Insured** would have been liable in the absence of such contract of agreement.
4. **Cyber**
any **Cyber Loss**.
5. **Data Protection**
any liability arising out of any **Data Protection Law** other than in respect of Extension 5. Data Protection Liability under the Public & Products Liability Section.
6. **Date Recognition**
any failure by any **Computer System** to correctly recognise any given date or to process any **Data** or to operate properly due to any failure to correctly recognise any given date.
7. **Directors and Officers**
any **Claim** made against any director or officer of the **Insured** arising from any unlawful or negligent act, error or omission, actual or alleged breach of trust, breach of warranty of authority, or breach of duty committed or attempted by such director or officer where such **Claim** is made solely by reason of their holding the position of director or officer and having acted in that capacity.
8. **Financial Guarantees**
any performance warranty, surety, credit or financial guarantee.
9. **Financial Services**
 - i. any financial or investment advice provided by the **Insured**

- ii. depreciation or loss of investments when the depreciation or loss is as a result of any fluctuation in any financial, stock or commodity markets.

10. Insurance

failure to obtain or maintain adequate insurance.

11. Joint Venture

work carried out by the **Insured** for and in the name of any other company, partnership or association of which the **Insured** forms part for the purpose of undertaking any joint venture partnership or similar venture unless the **Insurer's** express written agreement has been obtained and the inclusion of such work endorsed upon this **Policy** with the acceptance of such other terms and conditions (including any additional **Premium**) as may be imposed at the discretion of the **Insurer**.

12. Motor Vehicles

the ownership, possession or use by or on behalf of the **Insured** of any motor vehicle or trailer which is required by any road traffic legislation to be the subject of compulsory insurance or other security.

13. Mould or Fungus

exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence, reproduction or growth of mould, mildew, spores, mycotoxins, fungi, organic pathogens or other microorganisms of any type, nature or description.

14. Patent and Trade Secret

any theft, infringement, misappropriation or disclosure of any intellectual property, patent or trade secret.

15. Pensions

Your operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **Your** breach of any legislation or regulation related to these activities.

16. Pollution

Pollution.

17. Punitive Damages and Fines

any fines, penalties, punitive, aggravated, exemplary, liquidated or any other non-compensatory damages or any damages resulting from the multiplication of compensatory damages or compensation ordered by a Court of Criminal jurisdiction.

18. Taxes and Non-Competitive Behaviour

Your breach or alleged breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

19. Trading Debts

payment of or reimbursement of fees (whether alleged to be improperly received or otherwise), trading debt or trading losses or guarantees or losses attributable to any share or asset sale in respect of any misstatement and/or misrepresentation incurred by the **Insured** or any business managed or carried on by or on behalf of the **Insured**.

20. War, Nuclear and Radioactive Risks

- i. any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, riot, insurrection, military or usurped power
- ii. any ionising radiation or contamination by radioactivity from any nuclear material (including nuclear fuel) or from any nuclear waste from the combustion of nuclear fuel
- iii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

21. **Watercraft, Aircraft, Offshore and Landing Areas**

the ownership, possession or use by or on behalf of the **Insured** of any:

- i. Aircraft, spacecraft or hovercraft
- ii. any property or structure used as a landing area for aircraft provided such liability arises out of such use as a landing area
- iii. offshore installation, rig or platform
- iv. watercraft or vessel, except in respect of any watercraft or vessel less than 10 metres in length whilst on inland waters.

All sections other than the Employers' Liability Section are subject to the following further exclusions:

The **Insurer** shall not be liable in respect of any **Claim, Costs and Expenses** or any other costs or damages arising directly or indirectly out of:

22. **Asbestos**

the existence, manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

23. **Communicable Disease**

any **Communicable Disease** or fear or threat thereof (whether actual or perceived). This Exclusion also applies to any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**.

24. **Deliberate and Reckless Acts**

- i. any dishonest, fraudulent, criminal or malicious act or omission of the **Insured**.
- ii. the deliberate, conscious or reckless disregard of **Your** obligation to take all reasonable steps to prevent **Injury** to any person or **Property Damage**.

25. **Neurodegenerative Disease**

Chronic Traumatic Encephalopathy (CTE) or any other neurodegenerative disease, which is sustained by any participant arising out of or in any way related to participation in any sports or athletic game, contest, event, exhibition or practice.

26. **Terrorism**

any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to this loss.

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

General Conditions

It is a condition precedent to the right of the **Insured** to be defended or indemnified under any Section of this **Policy** (other than in respect of Employers Liability Section where, to the extent any such provision is contrary to any applicable law then any such requirement shall be a **Policy** condition) that all of the conditions in this General Conditions Section are complied with at all times.

Adjustment of Premium

Where the **Premium** at the commencement of the **Period of Insurance** has been calculated on any estimates provided by the **Insured**, the **Insured** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as required by the **Insurer**.

The **Premium** will then be adjusted and any difference paid to the **Insurer** or allowed to the **Insured**.

Failure to declare such details to the **Insurer** will entitle the **Insurer** to estimate those actual values and adjust the **Premium** accordingly.

Assignment

This **Policy** and all rights under it are not assignable by the **Insured** without the prior written consent of the **Insurer**.

Cancellation

Cooling Off Period

This **Policy** has a cooling off period of fourteen (14) days. **You** have a statutory right to cancel **Your Policy** within fourteen (14) days from:

- the date **You** receive this insurance documentation; or
- the start of the **Period of Insurance**

whichever is the later.

The **Insurer** will provide a full refund of the **Premium** paid, but **You** will not receive any refund of **Premium** if **You** have made a **Claim** on this insurance.

After the Cooling Off Period

The **Insured** may cancel this insurance after the cooling off period by giving the **Insurer** thirty (30) days' notice in writing to **Our** address as stated in the **Schedule** or by email.

The **Insurer** may cancel this insurance by giving the **Insured** thirty (30) days' notice in writing to **Your** last known address or by email.

Return of premium (after the cooling off period)

Any return premium due to **You** will depend on how long this insurance has been in force and whether **You** have made a **Claim**.

The **Insurer** shall not return any **Premium** to **You** if any **Claim** has been made under this **Policy**.

Unless the **Premium** has been calculated on any estimates provided by **You**, the **Premium** will be returned by the **Insurer** on a proportional daily rate in respect of the unexpired **Period of Insurance** after the effective date of cancellation, subject to the **Insurer** retaining a minimum of 25% of the **Premium**.

If the **Premium** at the commencement of the **Period of Insurance** has been calculated on any estimates provided by **You**, it will be adjusted in accordance with the provisions of General Condition: Adjustment of Premium.

Change in Circumstance

You must tell **Us** as soon as reasonably possible of **Your** becoming aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of Insurance**.

When **We** are notified of a change, **We** will tell **You** if this affects **Your Policy**. For example, **We** may cancel **Your Policy** in accordance with the Cancellation provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any **Claim You** make or could result in **Your** insurance being invalid.

Excess

The **Insurer** will not indemnify the **Insured** in respect of the amount of the **Excess** as stated in the **Schedule** in respect of any one **Claim**. The indemnity provided by this **Policy** shall only apply to that amount beyond the amount of the **Excess**. Any indemnity for **Costs and Expenses** payable under this **Policy** is subject always to the amount of the **Excess**.

Fraud

If **You** or anyone acting on **Your** behalf makes a fraudulent **Claim** under this **Policy**, including providing fraudulent information or documentation, **We** will:

- (a) not be liable to pay the **Claim**
- (b) seek to recover any costs already incurred by **Us** relating to the fraudulent **Claim**
- (c) have the option to terminate this **Policy** from the date of the fraudulent act; and
- (d) keep any premium paid to **Us**

This will not affect separate **Claims** made before the fraudulent act, unless they too were fraudulent.

Observance

The **Insured** and any other persons indemnified by the **Insurer** under this **Policy** must observe the terms of the **Policy** and, to the extent that they relate to anything to be done or complied with, such observance is a condition precedent to the **Insurer's** liability to indemnify under the relevant Section of the **Policy**.

Other Insurance

Where there is another **Policy** of insurance or other contractual indemnity (the "Alternative Policy") providing indemnity to the **Insured** which would otherwise be provided by this **Policy**, or where the Alternative Policy would have provided such an indemnity but for:

- (a) any provision in the Alternative Policy which provides that it will not indemnify in whole or in part because of the existence of this or any other **Policy**; and/or
- (b) any alleged failure on the part of the **Insured** whether by act, omission, error or default, in respect of its obligations under the Alternative Policy or otherwise

then the indemnity available under this **Policy**, subject to its terms and conditions, will only be in excess of the indemnity that is available under the Alternative Policy or which would have been available but for (a) and/or (b) above.

Premium Payment

You must have paid the **Premium** to **Us**. The **Insurer** will not make any payment under this **Policy** until the **Premium** has been paid.

Reasonable Precautions

Throughout the **Period of Insurance**, the **Insured** must:

- (a) take all reasonable precautions to prevent accidents or any activity that might give rise to a liability to a third party
- (b) take all reasonable steps to maintain property in a good condition and state of repair
- (c) take all steps to comply with all applicable legal requirements, regulations, rules and guidelines imposed by any competent authority (including the Health & Safety Executive or any other relevant agency or industry trade body)
- (d) exercise due care in the selection and supervision of **Employees**

The **Insurer** will be under no obligation to make any payment under this **Policy** in respect of any **Claim** occurring whilst the **Insured** are not in compliance with this condition unless **You** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

Renewal

This **Policy** or any Section of it will not renew automatically and will expire at the end of the **Period of Insurance** without notice.

Sanctions

Irrespective of what this **Policy** says, **We** will not provide any cover or benefit, nor pay any **Claim** under this **Policy** if to do so would breach any sanction, prohibition or restriction as imposed by the laws and regulations (including but not limited to the laws and regulations of the United Nations, the European Union and/or the **United Kingdom**).

Subrogation

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

The **Insured** and any person insured shall, without charge, provide such assistance as the **Insurer** may reasonably require for the purpose of exercising any rights of recovery and shall at all times protect and preserve any such rights for the benefit of the **Insurer**. The **Insurer**, at its option, may have the conduct of any proceedings to recover monies paid or payable by them, whether or not the **Insured** or person insured has an interest in such proceedings by reason of any uninsured losses.

Third Party Rights

No rights to enforce any provision of this **Policy** under the Contracts (Rights of Third Parties) Act 1999 or similar legislation are given to any person who is not a party to this **Policy** but this does not affect any right of remedy of any such person that arises apart from under that Act or equivalent provisions in other territories.

United States of America and Canada

Where the Applicable Jurisdiction specified in the **Schedule** states Worldwide, the coverage provided under this **Policy** in respect of:

- (a) any judgment, award or settlement made within any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada
- (b) any order made anywhere in the world to enforce any judgment, award or settlement either in whole or in part within any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada

shall be as follows:

- i. the **Limit of Indemnity** under all Sections of this **Policy** shall be inclusive of all **Costs and Expenses**
- ii. any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy** are subject to and determined exclusively by the laws and exclusive jurisdiction of the Courts of England and Wales
- iii. There shall be no cover under this **Policy** for any **Claim** arising from the activities of any **Insured** who is registered or domiciled in the United States of America or Canada.

Claims Conditions

It is a condition precedent (other than in respect of Employers' Liability cover where, to the extent any such provision is contrary to any applicable law then such requirement shall instead be construed as a **Policy** condition) to the right of the **Insured** to be defended or indemnified under any Section of this **Policy** that all obligations in this Claims Conditions Section are complied with at all times.

Notification of Claims and Circumstances

The **Insured** shall give written notice to the **Insurer** as soon as possible of:

- (a) any **Claim** made against the **Insured** which is or is likely to fall within the indemnity provided by this **Policy**; or
- (b) any circumstances of which the **Insured** become aware which are likely to give rise to a **Claim** being made against the **Insured** which is or is likely to fall within the scope of this **Policy**

The **Insured** should provide such notice either to the broker that arranged this insurance, or directly to **Us** at RichardParsons@daleuw.com or AndrewBruce@daleuw.com.

Such notice must contain full particulars in English of all material facts, dates and persons involved.

The **Insured** must provide such notice irrespective of their views as to the merits of any such **Claim** or circumstance or of whether its value is or is likely to exceed the **Excess**.

Every letter of **Claim** and document in respect of ongoing legal proceedings must be forwarded, unanswered, to **Insurers** immediately when they are received.

Under any Section of this **Policy** where the Basis of Cover is stated to be **Claims Made**, any **Claim** subsequently made against the **Insured** that arises out of a circumstance that occurred subsequent to the **Retroactive Date** shown in the **Schedule**, and that has been so notified to the **Insurer** within the **Period of Insurance** shall be deemed to have been made on the date such notice of circumstance is actually received by the **Insurer**.

The **Insurer** shall be entitled to refuse any **Claim** under this **Policy** if such notice is not received.

Records and Co-operation

The **Insured** shall at all times:

- (a) ensure that any documents that may be relevant to any **Claim** or any circumstance which is likely to give rise to a **Claim** are retained. The **Insurer** shall be entitled to refuse to pay a **Claim** under this **Policy** if the **Insured** fail to do so.
- (b) provide to the **Insurer**, or their duly appointed representatives, without charge any such information, co-operation, assistance (including attendance at all hearings, meetings and conferences), documentation (including any claims files and any other papers in possession or custody), signed statements or depositions as the **Insurer** may require, whether:
 - i. in defence or investigation of any **Claim** or potential **Claim** (including compliance with any pre action protocols or pre action directions). For the avoidance of doubt this includes all **Claims** or potential **Claims** that fall or may fall exclusively within the **Excess** and/or any limit up to which the **Insured** has any authority to deal with, handle or settle; or
 - ii. in pursuant or investigation of any recovery or potential recovery; or
 - iii. as otherwise as may be required by the **Insurer** for any reason, including so as to enable the **Insurer** to assess or otherwise audit claims handling of the **Insured** and/or their appointed representatives.

Non-Admission of Liability

The **Insured** shall not disclose to any person any of the terms of this **Policy** or confirm that it subsists without the written consent of the **Insurer**.

The **Insured** shall not admit liability or agree or make any settlement, arrangement, offer, promise, or payment, or do anything that may compromise or prejudice the defence of an actual or potential **Claim** or incur any cost or expense in connection with any actual or potential **Claim** without the written consent of the **Insurer**.

The **Insurer** shall be entitled to refuse any **Claim** under this **Policy** if any such admission, settlement, offer, promise or payment is made.

Control of Defence

The **Insurer** shall be entitled but not obliged to take control of the defence of any **Claim** (whether or not it falls exclusively within the **Excess**) or to prosecute in the name of the **Insured** for their own benefit any **Claim** for indemnity or damages or otherwise against any third party (before and after any payment or indemnity under this **Policy**) and shall have full discretion in the conduct of any negotiations or proceedings on the settlement of any **Claim**.

The **Insured** shall not surrender any right to, or settle any claim for, contribution, recovery or indemnity from any other party without the written consent of the **Insurer**.

The **Insurer** will not admit liability or settle any **Claim** without the consent of the **Insured**. However, if the **Insured** refuses to consent to any settlement recommended by the **Insurer** or their legal representatives and elects to contest or continue any legal proceedings, then the liability of the **Insurer** shall not exceed the

amount for which the **Claim** could have been so settled plus **Costs and Expenses** up to the date of such refusal, which in any event will not exceed the **Limit of Indemnity** and the **Insured** agrees to indemnify the **Insurer** for the amount of any judgment, award, settlement in excess of such recommended settlement together with and **Costs and Expenses** incurred after such recommendation to settle has been refused together with and **Costs and Expenses** the **Insurer** is otherwise obligated to pay after the date of such refusal.

Discharge of Liability

In relation to any **Claim**, the **Insurer** may in their sole discretion pay to the **Insured** the **Limit of Indemnity** (after payment of the **Excess** and deduction of any other sums paid in respect of such **Claim** and any related costs) or any lesser sum for which such **Claim** can be settled and shall then have no further liability in respect of that **Claim** (other than in respect of **Costs and Expenses** incurred before such date of payment for which **Insurers** are responsible in accordance with the terms of this **Policy**) and tender control of the defence of such **Claim** to the **Insured**.

Public & Products Liability Section

Insuring Agreement

In consideration of payment of the **Premium**, the **Insurer** agrees, subject to the terms, conditions, limitations and exclusions of this **Policy** to indemnify the **Insured** against:

(a) all sums which the **Insured** become legally liable to pay as damages (including claimants' costs, fees and expenses); and

(b) **Costs and Expenses**

arising from any **Claim** made against the **Insured** in an **Applicable Jurisdiction** in respect of:

- i. **Injury**,
- ii. **Property Damage**

which is caused by an **Occurrence** within the **Territorial Limits** arising in connection the **Business** which happens during the **Period of Insurance**.

Basis of Cover

This Section of the **Policy** shall only indemnify in respect of **Losses Occurring** during the **Period of Insurance**.

Limit of Indemnity

The liability of the **Insurer** under this Section of the **Policy** (including any applicable Extensions) in respect of any one **Claim**, or series of **Claims** arising out of one **Occurrence**, will not exceed the applicable **Limit of Indemnity** specified in the **Schedule**, except that:

(a) **Costs and Expenses** will be payable in addition to the applicable **Limit of Indemnity** specified in the **Schedule**

(b) The **Insurer's** liability for all damages (including claimants' costs, fees and expenses) and **Costs and Expenses** relating to any one **Claim** and in the aggregate for all **Claims** during the **Period of Insurance** arising out of **Products** will not exceed the **Limit of Indemnity** specified in the **Schedule**

unless this insurance is specifically endorsed to the contrary.

Extensions

1. Contingent Vehicle Liability

Notwithstanding General Exclusion 12. Motor Vehicles, the **Insurer** shall indemnify the **Insured** in respect of their legal liability to pay damages (including claimants' costs, fees and expenses) in respect of **Bodily Injury**, arising out of the use, possession or ownership, when beyond the limits of any carriageway or thoroughfare, of any motor vehicle or trailer:

(a) that is not licensed for road use and that is being used in circumstances that do not require insurance or security under any road traffic legislation

(b) during the act of loading or unloading such motor vehicle or trailer

(c) that has been designed or adapted primarily for use as plant as a tool of trade at the **Insured's** premises always provided that:

- i. Such use, possession or ownership is only in connection with the **Business** and within the **Territorial Limits**
- ii. The **Insured** is not more specifically insured under another policy for the use, possession or ownership of any such motor vehicle or trailer
- iii. the **Insurer** shall not be liable for any damage or loss caused to the vehicle or trailer
- iv. no cover shall be afforded in respect of any liability arising from the use of any motor vehicle or trailer on any highway or other road or in any circumstance which is subject to compulsory insurance or security as required by legislation or for which the government or other authority has accepted responsibility.

2. Cross Liabilities

The **Insurer** will indemnify each person or party named as **Insured** under this **Policy** as if a separate policy had been issued to each. This Extension shall not increase the **Insurer's** total liability beyond the **Limit of Indemnity** stated in the **Schedule** regardless of the number of parties claiming to be indemnified.

3. Leased or Rented Premises and Property Damage

Notwithstanding Public & Products Liability Section Exclusion 3. Care, Custody and Control of Property, the **Insurer** will indemnify the **Insured** in respect of their legal liability for **Property Damage** in respect of any:

- (a) Premises (including contents therein) temporarily hired, rented or loaned by the **Insured** for no more than ninety (90) days in total overall for all such premises during the **Period of Insurance** for the purpose of the **Business**; and
- (b) **Employee's** and visitor's clothing and personal effects; and
- (c) Premises occupied under a lease by the **Insured** in respect of any **Property Damage** where not expressly required to be insured by any party to such a lease and for which the **Insured** would be held liable in the absence of any specific agreement.

4. Indemnity to Other Parties

At the request of the **Insured**, the **Insurer** may extend the indemnity provided under this Section of the **Policy** to include the following parties, to the extent any such liability arises from their activities in connection with the **Business**:

- (a) Any partner, director or **Employee** of the **Insured** against legal liability incurred in such capacity
- (b) Any officer or committee member or other member of the **Insured's** canteen, social, sports, welfare organisations, fire and security services or ambulance, first aid and medical services against legal liability incurred in such capacity (but excluding medical practitioners while working in a professional capacity)
- (c) Any principal for whom the **Insured** have agreed to execute work under contract or agreement against legal liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable
- (d) In the event of the death of the **Insured**, the personal representatives of the **Insured** in respect of legal liability incurred by the **Insured**

Provided always that:

- i. the **Insured** would have been entitled to indemnity under this Public Liability Section of this **Policy** if the **Claim** had been made against the **Insured**; and
- ii. each party shall observe, fulfil and be subject to the terms and conditions of this **Policy** as though they were the **Insured**; and
- iii. the **Insurer's** liability to the **Insured** and all parties indemnified shall not exceed in total the **Limit of Indemnity** specified in the **Schedule**.

5. Data Protection Liability

Notwithstanding General Exclusion 5. Data Protection, the **Insurer** will indemnify the **Insured** in respect of any **Claim** to pay damages:

- (a) for damage or distress, as described in Section 13 of the Data Protection Act 1998
- (b) for material or non-material damage as described in Section 168 of the Data Protection Act 2018 which is the direct result of a breach of the GDPR or UK GDPR as applicable

including reasonable **Costs and Expenses** incurred with the **Insurer's** written consent in respect of such legal liability provided that any such **Claim**:

- (a) is both first made against the **Insured** and first notified to the **Insurer** during the **Period of Insurance**; and
- (b) arises from an **Occurrence** taking place on or after the **Retroactive Date**.

For the purposes of this Extension, an **Occurrence** shall be deemed to have taken place when the claimant first became aware or alleges that they first became aware of an event giving rise to or comprising part of such an **Occurrence**.

In accordance with Claims Condition - Notification of Claims and Circumstances, any **Claim** subsequently made against the **Insured** that arises out of a circumstance that occurred subsequent to the **Retroactive Date** shown in the **Schedule**, and that has been so notified to the **Insurer** within the **Period of Insurance** shall be deemed to have been made on the date such notice of circumstance is actually received by the **Insurer**.

Limit of Indemnity

The **Insurer's** liability under this Extension shall not exceed £50,000 in respect of any one **Claim** and in total for all **Claims** first made during the **Period of Insurance**. This limit will form part of and not to be in addition to the **Limit of Indemnity** stated in the **Schedule**.

Exclusions

The **Insurer** shall not indemnify the **Insured** in respect of:

- i. any fines, penalties or liquidated damages
- ii. the cost of replacing, reinstating, rectifying or erasing any **Data**
- iii. liability for indirect or consequential losses
- iv. liability caused by or arising from a deliberate act or omission of any person entitled to an indemnity under this Extension, the result of which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- v. liability arising from the recording, processing or provision of **Data** or information for reward or to determine the financial status of any person.

Condition

It is a condition precedent to **Insurer's** liability to pay any **Claim** under this Extension that the **Insured** remains at all times registered in accordance with the terms of the said Act or having applied for such registration it has been reduced or withdrawn.

The **Excess** applicable under this Extension in respect each and every **Claim** shall be 10% of the amount of the **Claim** settlement or £500, whichever is the greater.

6. Defective Premises Act

The **Insurer** will indemnify the **Insured** under this section of the **Policy** in respect of legal liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises or land previously owned or occupied by the **Insured** in the

course of the **Business** and which has since been disposed of by the **Insured**, provided that this Extension does not cover:

- (a) The cost incurred in remedying any defect or alleged defect of any such premises or land
- (b) Liability for which the **Insured** is entitled to indemnity under any other insurance.

7. Sudden Pollution

Notwithstanding General Exclusion 16. Pollution the **Insurer** will indemnify the **Insured** in respect of their legal liability for **Clean Up Costs** which results and to the extent they are required to minimise or remediate the consequences of a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific and identified time and place during the **Period of Insurance**.

The **Insurer** will not indemnify the **Insured** under this Extension:

- (a) If the **Insured** have not taken all reasonable precautions to prevent **Pollution**
- (b) In respect of any **Property Damage** to premises presently or at any time previously owned or tenanted by the **Insured**
- (c) In respect of any damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the **Insured** or otherwise in the **Insured's** care, custody or control
- (d) In respect of any **Pollution**, or judgement, award or settlement made in relation to **Pollution**, occurring anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates.

The **Insurer's** total liability under this Extension for any one **Claim** and in the aggregate for all **Claims** during the **Period of Insurance** will not exceed £250,000, and this liability will be part of, not in addition to, the **Limit of Indemnity** specified in the **Schedule**.

8. Consumer Protection Act

The **Insurer** will indemnify the **Insured**, and at the request of the **Insured**, any director, partner or **Employee** of the **Insured**, in respect of the **Costs and Expenses** incurred with **Our** prior written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990, including such **Costs and Expenses** incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith (provided that in the opinion of Counsel appointed by mutual consent such an appeal is likely to be successful).

The indemnity provided under this Extension is limited only to proceedings in respect of an offence committed or alleged to have been committed during the **Period of Insurance** and in connection with the **Business**.

The **Insurer** will not indemnify the **Insured** in respect of:

- (a) Proceedings arising from circumstances for which indemnity is provided by any other insurance
- (b) Proceedings resulting from any deliberate act or omission
- (c) Proceedings which arise out of any activity or risk excluded from this **Policy**
- (d) Any Fines or penalties of any kind.

9. Overseas Personal Liability

At the request of the **Insured**, the **Insurer** will indemnify any director, officer or **Employee** in respect of their legal liability in their personal capacity for **Bodily Injury** or **Property Damage** (including related claimant costs and expenses) and **Costs and Expenses** incurred in a personal capacity in the course of any journey or temporary visit to any other country outside the **United Kingdom** made in connection with the **Business** provided that:

- (a) Any person entitled to indemnity under this Extension shall observe, fulfil and be subject to the terms and conditions of this **Policy** as though they were the **Insured**
- (b) Nothing in this Extension will increase the liability of the **Insurer** beyond the **Limit of Indemnity** regardless of the number of persons claiming to be indemnified
- (c) The **Insurer** will not provide indemnity against:
 - i. Liability caused by or arising from the ownership or occupation of land or buildings
 - ii. Liability caused by or arising from the use of any motor vehicle
 - iii. Liability for which indemnity is or would (but for any act or omission or default be) provided by any other insurance.
 - iv. Liability arising in respect of any journey or temporary visit to the extent they exceed ninety (90) days in total overall in respect of all such visits or journeys during the **Period of Insurance**.

10. Temporary Work Overseas

The **Insurer** will indemnify the **Insured** for sums they are legally liable to pay as damages (including claimants' costs, fees and expenses) and **Costs and Expenses** for **Bodily Injury** or **Property Damage** incurred in the course of work undertaken at **Your** request by any director, partner or **Employee** of **Yours** whilst temporarily outside of the **Territorial Limits** specified in the **Schedule**, provided that:

- (a) The duration of such temporary overseas work journeys does not exceed ninety (90) days in total overall in respect of all such journeys during the **Period of Insurance**; and
- (b) Such temporary overseas work is undertaken always in connection with the **Business**; and
- (c) The **Insured** or persons insured under this **Policy** undertaking such temporary overseas work are usually resident in a country included within the **Territorial Limits**; and
- (d) No such liability arises in respect of or in any way relates to any temporary work in or visits to any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada; and
- (e) No such liability arises by virtue of any agreement unless and to the extent only such liability would have arisen in any event; and
- (f) No such liability arises from ownership or occupation of land or buildings.

Condition

Sub-Contractors

It is a condition precedent to liability under this Public & Products Liability section of this **Policy** that all sub-contractors engaged by **You** shall have in force and effect, Public Liability insurance for third party **Bodily Injury** or **Property Damage** with an annual minimum limit of Indemnity of £5,000,000 throughout the duration of their contract with **You**.

You shall undertake to obtain and retain documentary evidence of the said insurances prior to the commencement of any contract with **You**.

Exclusions

The **Insurer** shall not be liable under this Section of the **Policy** in respect of any **Claim, Costs and Expenses** or any other costs or damages or any other liability arising directly or indirectly out of or in any way relating to:

1. **Abuse or Molestation**

any **Abuse or Molestation** or the failure to prevent any **Abuse of Molestation**.

2. **Building Works**

arising out of **Property Damage** to any property which comprises or is to be incorporated into contract works undertaken by the **Insured**.

3. **Care, Custody and Control of Property**

any **Property Damage** to any property owned, leased to, hired by, under hire purchase to, loaned to, or otherwise in the care, custody or control of the **Insured**.

4. **Contact Sports**

any **Injury** suffered by one participant caused by another participant whilst involved in any **Contact Sport**.

5. **Defamation**

any defamation by way of libel or slander.

6. **Injury to Employees**

(a) any **Injury** to any **Employee** arising out of or in the course of employment by or on behalf of the **Insured**; and/or

(b) any **Claim** in respect of which compensation is available under any Workers' Compensation Scheme and or similar legislation.

7. **Pecuniary Loss**

any economic or pecuniary loss not arising directly from **Injury** or **Property Damage**

8. **Products**

(a) installation, repair, reconditioning, replacement, maintenance, servicing, removal or recalling of any **Product** or component part

(b) any **Product**, which to the knowledge of the **Insured**, is intended to be installed or incorporated in any craft designed to travel in or through air or space or water

(c) any damage to any **Product** or part thereof

(d) caused by or in connection with any **Products** which, to the knowledge of the **Insured**, are for export to or use in the United States of America or Canada.

9. **Professional Services and Advice**

any professional service or advice provided for or as part of a fee or other remuneration by the **Insured**, or in circumstances where a fee would normally be charged.

10. **Sun Tanning**

the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning.

Professional Indemnity Section

Insuring Agreement

In consideration of payment of the **Premium**, the **Insurer** agrees, subject to the terms, conditions, limitations and exclusions of this **Policy** to indemnify the **Insured** against:

- (a) all sums which the **Insured** become legally liable to pay as damages (including claimants' costs, fees and expenses); and
- (b) **Costs and Expenses**

arising from any **Claim** which is both first made against the **Insured** in an **Applicable Jurisdiction** and notified to the **Insurer** within the **Period of Insurance** or the **Extended Reporting Period** to the extent such a **Claim** arises out of a breach of professional duty of care, whether that duty is owed in contract or otherwise, including:

- i. Negligent act, error or omission by the **Insured**
- ii. Dishonest act or omission of **Your Employees** only
- iii. Unintentional libel or slander by reason of words written or spoken by the **Insured**
- iv. Unintentional breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use
- v. Any other civil liability unless excluded in this **Policy**

provided that such **Claim** arises in connection with the ordinary course of **Business**, within the **Territorial Limits** and after the **Retroactive Date**.

Basis of Cover

This Section of the **Policy** shall only indemnify in respect of **Claims Made** during the **Period of Insurance**.

Limit of Indemnity

The liability of the **Insurer** under this Section of the **Policy** (including any applicable Extensions) in respect of all damages (including claimants' costs, fee and expenses) and **Costs and Expenses** for any one **Claim**, and in the aggregate for all **Claims** during the **Period of Insurance** (irrespective of the number of **Insureds** indemnified), will not exceed the applicable **Limit of Indemnity** specified in the **Schedule**.

Extension

Loss of Documents

The **Insurer** will pay the expenses reasonably and necessarily incurred by the **Insured** in replacing or restoring **Documents** that, after a diligent search, cannot be located or that have been accidentally destroyed or damaged beyond reasonable use, provided that:

- (a) The loss, destruction or damage of the **Documents** is first discovered during the **Period of Insurance**; and
- (b) The **Insured** notify the **Insurer** within thirty (30) days and within the **Period of Insurance** of discovery of the loss, destruction or damage of the **Documents**; and
- (c) The **Insured** provide the **Insurer** with bills and accounts substantiating the expenses incurred by the **Insured** in replacing or restoring the lost, destroyed or damaged **Documents**; and

- (d) The expenses are incurred with the **Insurer's** prior written consent and the **Insurer** approves the bills and accounts; and
- (e) The replacement or restoration of the **Documents** is reasonably required for the operation of the **Insured's Business**; and
- (f) The **Insured** is able to demonstrate that there were reasonable security measures in place in respect of the loss, destruction or damage of any **Documents** which were stored electronically.

The **Insurer's** total liability under this Extension for any one **Claim** and in the aggregate for all **Claims** during the **Period of Insurance** will not exceed £50,000, and this liability will be part of, not in addition to, the **Limit of Indemnity** specified in the **Schedule**.

Exclusions

The **Insurer** shall not be liable under this Section of the **Policy** in respect of any **Claim, Costs and Expenses** or any other costs or damages or any other liability arising directly or indirectly out of or in any way relating to:

1. Bodily Injury

any **Bodily Injury** to any person, except only to the extent such **Bodily Injury** arises directly out of any professional advice provided by **You** in **Your** capacity as a sports instructor or coach in connection with the **Business**.

2. Injury to Employees

- (a) any **Injury** to any **Employee** arising out of or in the course of employment by or on behalf of the **Insured**; and
- (b) any **Claim** in respect of which compensation is available under any Workers' Compensation Scheme and/or similar legislation.

3. Prior Circumstances

any circumstance likely to give rise to a **Claim** which:

- (a) the **Insured** are aware, or ought to have been aware prior to the inception date of this **Policy**; and/or
- (b) arise from any act, omission or originating cause that occurred or commenced prior to the applicable **Retroactive Date** of this **Policy**.

4. Property

the ownership, occupation, lease, use or state or condition of any building or premises.

5. Property Damage

Property Damage.

6. Property Services

any survey or valuation of physical property or any construction or erection work.

7. Subsidiaries

any **Claim** made by one **Insured** against another **Insured** or by any parent subsidiary or associated company, by any person having a financial, executive or controlling interest in any **Insured** or any entity where the **Insured** has accepted a financial interest in exchange for fees incurred.

Employers' Liability Section

Insuring Agreement

In consideration of payment of the **Premium**, the **Insurer** agrees, subject to the terms, conditions, limitations and exclusions of this **Policy**, to **Indemnify** the **Insured** against:

- (a) all sums which the **Insured** become legally liable to pay as damages (including claimants' costs, fees and expenses); and
- (b) **Costs and Expenses**

for any **Claim** made against the **Insured** in an **Applicable Jurisdiction** in respect of **Bodily Injury** sustained by any **Employee** which is caused during the **Period of Insurance** arising out of and in the course of their employment by the **Insured** in the **Business**:

- (i) within the **United Kingdom**; or
- (ii) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **Employee** in connection with the **Business** provided that such **Employee** is normally resident in the **United Kingdom**.

Basis of Cover

This Section of the **Policy** shall only indemnify in respect of **Losses Occurring** during the **Period of Insurance**.

Limit of Indemnity

- 1) The liability of the **Insurer** under this Section of the **Policy** in respect of any one **Claim**, or series of **Claims** arising out of one **Occurrence**, including all **Costs and Expenses** will not exceed the applicable **Limit of Indemnity** specified in the **Schedule**, irrespective of the number of **Insureds** indemnified
- 2) Notwithstanding anything contained in paragraph 1 above, the **Insurer's** liability for damages and **Costs and Expenses** payable by **You** in respect of any one **Claim**, or series of **Claims** arising out of one **Occurrence**, arising out of **Terrorism** will not exceed £5,000,000
- 3) Notwithstanding anything contained in paragraph 1 above, the **Insurer's** liability for damages and **Costs and Expenses** payable by **You** in respect of any one **Claim**, or series of **Claims** arising out of one **Occurrence**, arising out of or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos will not exceed £5,000,000.

Employers' Liability Compulsory Insurance

The terms and conditions of this **Policy** shall not apply to this Employers Liability Section of the **Policy** in so far as necessary to comply with the requirements of any law enacted in the **United Kingdom** relating to compulsory insurance of employers' liability to their **Employees**.

If, however the **Insurer** pays any sum which would not have been paid but for the provisions of any such law, then **You** must repay such sum to the **Insurer**.

Extension - Unsatisfied Court Judgements

In the event that a judgement for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **Employee** or their personal representatives in respect of **Bodily Injury** caused during the **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**, and that judgement remains unsatisfied in whole or in part after six months of such judgement:

The **Insurer** will pay to the **Employee** or their personal representative the amount of any such damages and awarded costs which remain unsatisfied provided:

- (a) there is no appeal outstanding
- (b) any payment made by the **Insurer** will only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this Section of this **Policy**
- (c) any payment made by the **Insurer** will only be in respect of liability for which **You** would have been entitled to indemnity under this Section of this **Policy** if the judgement had been made against **You**
- (d) the **Insurer** will be entitled to take over and prosecute for their own benefit any claim against any other party and **You**, the **Employee** or their personal representatives must give all information and assistance required including the assignment of the judgement to the **Insured**.

Exclusions

The **Insurer** shall not be liable under this Section of the **Policy** in respect of any **Claim, Costs and Expenses** or any other costs or damages or any other liability arising directly or indirectly out of or in any way relating to:

- 1) **Your** legal liability for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by road traffic legislation
- 2) any work undertaken on or visits to any offshore rig or installation or platform, from the time of embarkation onto a conveyance from land to such offshore rig or installation or platform until disembarkation from the conveyance onto land upon return from such offshore rig or installation or platform.

Conditions

1. Personal Protective Equipment

It is a condition of this section of the **Policy** that:

- (a) All **Employees** are made aware of the dangers of not using personal protective equipment
- (b) Personal protective equipment is provided by the **Insured**
- (c) A register is maintained which demonstrates that **Employees** have received appropriate training, and are fully conversant with, the way in which to access such personal protective equipment.

2. Employers' Liability Tracing Office (ELTO)

The following information relating to **Your** insurance **Policy** will be provided to the Employers' Liability Tracing Office (ELTO) and added to the Employers' Liability Database (ELD):

- The Policy number(s)
- Employers' names and addresses, including subsidiaries and any relevant changes of name
- Dates of cover

- Employers' reference numbers provided by Her Majesty's Revenue and Customs
- Companies House Reference Numbers (if relevant)

By entering into this insurance **Policy**, it is understood by **You** that the above-named information provided to **Us** will be processed by **Us** for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011.

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

This information will be subject to regular periodic updating and certification.

Cyber Liability Extension

Insuring Agreement

Notwithstanding General Exclusion 4. Cyber, in consideration of payment of the **Premium**, the **Insurer** agrees, subject to the terms, conditions, limitations and exclusions of this **Policy** to indemnify the **Insured** against:

(a) all sums which the **Insured** becomes legally liable to pay as damages (including claimants' costs, fees and expenses); and

(b) **Costs and Expenses**

arising from any **Claim** for a **Cyber Loss**, provided that the **Claim**:

- i. is both first made against the **Insured** in an **Applicable Jurisdiction** and notified to the **Insurer** within the **Period of Insurance** or the **Extended Reporting Period**; and
- ii. arises from the **Business** and within the **Territorial Limits** and after the **Retroactive Date**.

Limit of Indemnity

The liability of the **Insurer** under this Extension including all damages and **Costs and Expenses** in respect of any one **Claim** and in the aggregate for all **Claims** first made during the **Period of Insurance** shall not exceed £25,000.

Exclusions

The **Insurer** shall not be liable under this Section of the **Policy** in respect of any **Claim**, **Costs and Expenses** or any other costs or damages or any other liability arising directly or indirectly out of or in any way relating to:

1. any criminal investigations or proceedings or any civil investigations or proceedings initiated by a government agency or authority
2. any expense to investigate or correct a deficiency in the **Insured's** systems, employee management, vendor management, internal systems, procedures, computer network, **Computer System**, system firewalls, antivirus or any other physical or procedural security which may have contributed to the **Cyber Loss**
3. reimbursement, compensation, damages, benefits, fees or expenses (other than **Costs and Expenses** arising in defence of any **Claim**) incurred by the **Insured** or any of the **Insured's Employees**
4. any other expenses or costs not included within **Costs and Expenses**
5. any consequential loss
6. any threat, extortion or blackmail, including, but not limited to, ransom payments and private security assistance
7. any alleged or actual **Cyber Loss** arising from lost **Data** where any Personally Identifiable Information stored was not encrypted.

All other terms and conditions of this **Policy** remain unchanged.