

Underwritten by



SPORT RECREATION AND LEISURE LIABILITY

Policy

Arranged by



Combined Policy

The policy, schedule and any endorsements should be read as if they were one document.

The policy is a contract between you (also referred to as the Insured in Sections A and B) and us (also referred to as the Insurer in Sections A & B). You have made to us a proposal which is the basis of and forms part of the contract.

We will insure you under those sections shown in the schedule during any period of insurance for which we have accepted your premium provided all the terms and conditions of the policy are kept.

Law applicable to the contract

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands relating to your address as shown in the schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read the policy, insurance agreement and schedule carefully.

If they do not meet your needs return them to Perkins Slade Limited.

How we will use your data

Brit Insurance Services holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, we may share information you give us with other organisations and public bodies, including the Police, accessing and updating various databases. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

Section A Employers Liability

If any person under a contract of service or apprenticeship with the Insured shall sustain any bodily injury or disease caused during any period of insurance and arising out of and in the course of his employment by the Insured in the Business the insurer will indemnify the Insured against all sums for which the Insured shall be liable in respect of any claim for damages for such injury or disease settled or defended with the consent of the Insurer.

The Insurer will in addition pay claimants' costs and expenses and be responsible for all costs and expenses incurred within the consent of the Insurers in defending any such claim for damages.

The limit of liability under this Section in respect of any one claim against or by the Insured or series of claim against or by the Insured arising out of any one cause is stated in the schedule.

Extensions

1 Work Overseas

The insurance by this section shall not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion shall not apply to employees temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the aforesaid countries.

2 Definition of Employee

For the purpose of this section:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by the Insured from another employer
- e) any volunteer acting under the supervision or direction of the Insured

working for the Insured in connection with the business shall be deemed to be employed by the Insured under a contract of service or apprenticeship

3 Indemnity to Directors & Employees

Where specifically requested to do so or by the Insured the insurer will indemnify any director or employee of the Insured in respect of claims made against such a director or subject to the terms limitations of the Section.

4 Indemnity to Principal

In the event of any claim in respect of the which the Insured would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other Principal the insurer will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof

5 Solicitors' Fees

The insurer will also pay solicitors' fees incurred with their consent for:

- a) representation at any Coroners' Inquest or Fata Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this section.

6 Additional Activities

The business shall include the provision and management of canteen, social, sports and welfare organisations for the benefit of the Insured's employees and fire, ambulance and security services.

7 Private Work

This section applies to private work carried out by employees of the Insured for any director and/or executive of the Insured

8 Indemnity to First Aid & Medical Teams

This section extends to indemnify any person under a contract of service or apprenticeship with the Insured whilst acting as a member of the Insured's first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other person under a contract of service or apprenticeship with the Insured resulting from treatment given in connection with any bodily injury or disease sustained by such person and arising out of and in the course of the employment of such person by the Insured.

9 Health & Safety at Work Act 1974

This section subject to its terms and limitations extends to indemnify the Insured or any director or employee of the Insured in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the insurer's consent to act for or on behalf of the Insured or any director or employee in his defence against a criminal charge brought under:

- a) Sections 36 or 37 of the Health and Safety at Work Act 1974 in respect of any offence as defined in Section 33 of the said Act
- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

Committed or alleged to have been committed during the period of insurance including costs of prosecution awarded against such director or employee of the Insured arising from such proceedings.

Provided always that:

- a) This extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- b) The insurer shall be under no liability
 - i) Where the Insured or any director or employee is insured by any other policy
 - ii) Where the criminal charge is in respect of any deliberate or intentional criminal act of the Insured or any director or employee
 - iii) In respect of legal fees and expenses which the Insured or any director or employee may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or employee
 - iv) In respect of fines or penalties of any kind or the costs of appeal against improvement or Prohibition notices
 - v) For any part of the costs of any investigation or inquiry other than solicitor's investigation restricted to a criminal charge as above defined.
- c) The Insured or any director or employee shall give to the insurer immediate notice of any summons or other process served upon the Insured or any director or employee and of any event that may give rise to proceedings against the Insured or any director or employee.

10 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any employee or the personal representatives of any employee in respect of bodily injury or disease of the employee caused during any period of insurance and arising out of and in the course of employment by the Insured in the business against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgement the insurer will pay to the employee or the personal representative of the employee at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- a) There is no appeal outstanding
- b) If any payment is made under the terms of this extension to the employee or the personal representatives of the employee shall assign the judgement to the insurer.

11 Court Attendance Costs

In the event of any of the undermentioned persons attending court as a witness at the request of the insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this section the insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- | | |
|---|------|
| a) Any director or partner of the Insured | £250 |
| b) Any employee | £100 |

Provided always that:

- a) The insurer shall not be liable unless the insurer has the sole conduct and control of all claims covered by these extensions
- b) These extensions shall not apply to any liability which is covered by any other policy

Exclusions applicable to Section A

1 Work Offshore

It is agreed that in this section does not indemnify the Insured in respect of any claim(s) for damage for bodily injury or disease caused during any period of insurance and sustained by any person(s) employed or deemed to be employed by the Insured under a contract of service or apprenticeship:

- a) On any offshore installation or support or accommodation vessel for any offshore installation
- Or
- b) In transit to from or between any offshore installation support or accommodation vessel for any offshore installation

2 Motor

It is agreed that this section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

3 Terrorism

The limit of liability under this policy in respect of claims against the Insured arising directly or indirectly from terrorism shall be £5,000,000

For the purpose of this policy "terrorism" means any act

- a) Involving serious violence against a person; and/or
- b) Involving serious damage to property; and/or
- c) Endangering a person's life, other than that of the person committing the act; and/or
- d) Creating a serious risk to health and safety of the public or a section of the public; and/or
- e) Designed seriously to interfere with or seriously to disrupt an electronic system

The used or threat of which is made for the purpose of advancing a political, religious or ideological cause and to influence any government or to intimidate or seek to intimidate the public or section of the public.

Section B Public and Products Liability

The insurer agrees to indemnify the Insured (subject to no terms, limitations and conditions herein contained) in respect of all sums which the Insured shall become legally liability to pay as compensation for:

Sub-section 1 Public Liability

- a) Death of or personal injury to any person other than an employee where such death or personal injury arises out of and in the course of the employment
- b) Loss of or damage to material property
- c) Accidental obstruction, accidental trespass, accidental nuisance, accidental interference with any right of air, light, water or way
- d) Wrongful arrest or false imprisonment

Caused by an occurrence happening within the Territorial Limits in connection with the Business and which give rise to a Claim made against the Insured during the period of insurance

If during the Period of Insurance the Insured becomes aware of any circumstance which may reasonably be expected to give rise to a claim under this Section and notifies the Company of such circumstances during the Period of Insurance or within 30 days after the expiry of the Period of Insurance then such subsequent claim shall be deemed for the purposes of this Section to have been made during the Period of Insurance.

The liability of the insurer under this section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit(s) of indemnity.

Exclusions applicable to sub-section 1

The indemnity granted by this sub-section shall not apply to or include:

- 1 Liability arising from the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle or mobile plant;
 - a) Which is licensed for road use or
 - b) For which compulsory motor insurance or security is required or
 - c) Which is more specifically insured.

Provided always that this exclusion shall not apply in respect of:

- a) Liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- b) The use of any mechanically propelled vehicle or mobile plant solely as a tool of the trade unless more specifically insured or unless compulsory motor insurance or security is required
- c) The unauthorised movement on the Insured's premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

- 2 Liability arising from the ownership or possession or use by or on behalf of the Insured of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non powered craft used on UK inland or coastal waters.
- 3 Liability arising from Products after they have ceased to be in the custody or control of the Insured other than food or beverages for consumption on the premises of the Insured or at any other premises where the Insured is carrying on the business
- 4 Loss of or damage to that part of any property upon which the Insured or any servant or agent of the Insured is or has been working where the loss or damage is the direct result of such work
- 5 Loss of or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for use by the Insured but this exclusion shall not apply to:
 - a) The personal effects (including vehicles and their contents) of directors, employees and visitors
 - b) Buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon
 - c) Premises (or fixture and fittings therein) hired, rented, leased or lent to the Insured other than such loss or damage if liability is assumed by the Insured under a tenancy or other agreement that would not have attached in the absence of such agreement.

Sub-section 2 Products Liability

- a) Death of or personal injury to any person other than an employee where such death or personal injury arises out of and in the course of the employment
- b) Loss of or accidental damage to material property

Caused by an occurrence happening within the Territorial Limits in connection with the Business and which gives rise to claim made against the Insured during the period of insurance

If during the Period of Insurance the Insured becomes aware of any circumstance which may reasonably be expected to give rise to a claim under this Section and notifies the Company of such circumstances during the Period of Insurance or within 30 days after the expiry of the Period of Insurance then such subsequent claim shall be deemed for the purposes of this Section to have been made during the Period of Insurance.

The liability of the insured under this section for all compensation payable by the Insured in respect of all such death or such personal injury and such loss of or such damage to such material property occurring during any one period of insurance shall not exceed the limit(s) of indemnity.

Exclusions applicable to sub-section 2

The indemnity granted by this section of the policy shall not apply to or include:

- 1 replacing, reinstating, rectifying, recalling or guaranteeing the performance of any products
- 2 liability arising from any products;
 - a) which at the time of the contract of sale or supply are knowingly
 - i. sold or supplied for use in craft designed to travel through air or space
 - ii. exported to the United States of America or Canada
 - b) in the custody or control of the Insured

Exclusions to Section B

The indemnity granted by this policy shall not apply to or include:

- 1 liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement
- 2 any Associated or Subsidiary Company of the Insured or Branch Office or Representative of the Insured with Power of Attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- 3 aggravated exemplary vindictive or punitive damages awarded by any Court of Law outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- 4 any consequences, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war to be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or Terrorism
- 5 Liability in respect of
 - a) Any loss or damage which could reasonably have been foreseen to be inevitable
 - b) Injury (meaning bodily injury to or death disease or illness wrongful arrest invasion of the right of privacy detention wrongful imprisonment or wrongful eviction of any person) which results from a premeditated action with the intention to cause injury

But this exclusion shall not apply if the Insured is a Sports Club or Association if they are held legally liable for the action of an individual provided that the Sports Club or Association could not reasonably be expected to have anticipated the injury or damage caused having regard to the circumstances.

- 6 Liability in respect of
 - i. Loss destruction of damage
 - ii. Consequential loss additional expenditure or extra expenses
 - iii. Legal liability
 - iv. Other fees costs disbursements awards or other expenses

Of whatsoever nature

Directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) The way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) Any Data Processing System responding to or dealing in any way with;
- c) Any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
- d) Any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

Whether such Data Processing System is the property of the Insured or not and whether operating before during or after the Year 2000

Definitions for the purpose of this exclusion, the following special message shall apply:
'Data Processing System' shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.
Subject otherwise to the terms conditions and limitations of the policy

Extensions

1 Legal Costs

In addition to the indemnity provided by sub-sections 1 and 2 of this policy the insurer will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the insurer.

Provided always that in the event of the insurer exercising their right under the Discharge of Liability (Clause No 1) to pay to the Insured in connection with any claim or series of claims the amount of the limit(s) of indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled the insurer relinquishes the conduct and control of and shall be under no further liability in connection with such claim or claims than the insurer's liability for such legal costs is limited to those costs and expenses incurred prior to the time of such payment.

2 Additional Benefit

The insurer will pay the costs incurred with their consent for:

- a) Representation at any Coroner's Inquest or Fata Inquiry in respect of any death
- b) Defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this section.

3 Health & Safety at Work Act 1974 – Legal Defence Costs

The insurer will indemnify the Insured or at the request of the Insured any director or employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work Act 1974 or the Health & Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the period of insurance including:

- a) Costs of prosecution awarded against the Insured or any director or employee of the Insured
- b) Legal costs and expenses incurred with the consent of the insurer in an appeal against conviction arising from such proceedings

Provided always that the insurer shall not be liable under this extension for the payment of fines and penalties of any kind or the cost of appeal against improvement or prohibition notices.

4 Personal Representatives

In the event of the death of the Insured the indemnity provided by this section shall not apply to any personal representative of the Insured in respect of liability incurred by the Insured.

Provided always that such personal representatives shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this section.

5 Indemnity to Principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other principal the insurer will indemnify the said Public or Local Authority or other principal against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that the insurer shall not be liable under this extension unless the insurer has the sole conduct and control of all claims.

6 Libel and Slander

The indemnity provided by sub-section 1 of this section extends to indemnify the Insured in respect of legal liability to pay compensation and claimants costs and expenses in respect of claims made against the Insured during the period of insurance arising from any act libel or slander committed or uttered in good faith by the Insured during the period of insurance in the course of the business.

7 Food Safety Act Legal Defence Costs

The insurer will indemnify the Insured or at the request of the Insured any director or employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Food Safety Act 1990 or any regulations thereunder committed or alleged to have been committed during the period of insurance including legal costs and expenses incurred with the consent of the insurer in an appeal against conviction arising from such proceedings.

Provided always that:

- a) The criminal proceedings relate to an offence committed in the course of the Insured's business as within defined
- b) This extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- c) The insurer shall not be liable for this extension:
 - i) Where the Insured, director or employee is insured by any other policy of insurance
 - ii) Where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, director or employee
 - iii) In respect of legal costs and expenses which the Insured, director or employee may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or employee
 - iv) In respect of fines or penalties
 - v) For the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
- d) The Insured, director or employee shall give to the insurer immediate notice of any summons or other process served upon the Insured, director or employee and of any event that may arise to proceedings against the Insured, director or employee.

8 Indemnity to Directors and Employees

In the event of any claim in respect of which the Insured named in the schedule hereto would be entitled to receive indemnity under this section being brought or made against:

- a) Any director, officer, member or employee of the Insured
- b) Any officer, member or employee of the Insured's social, sports or welfare organisations or first aid, security, fire or ambulance services

The insurer will indemnify such person if the Insured so requests against such claim and/or costs, charges and expenses in respect of thereof.

Provided always that:

- a) Such person is not entitled to indemnity under any other insurance
- b) Such person shall as though her were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this policy
- c) The insurer shall not be liable under this extension unless the insurer has the sole conduct and control of all claims

9 Defective Premises Act 1972

The insurer will indemnify the Insured against liability at law 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 which have been disposed of by the Insured.

Provided always that the insurer shall not be liable under this extension:

- a) For the cost of remedying any defect or alleged defect in the said premises
- b) In respect of liability more specifically insured under any other insurance

10 Personal Liability Overseas

At the request of the Insured this section shall apply to the personal liability:

- a) Of any director or employee of the Insured or any member of the family of such director or employee whilst accompanying such director or employee during temporary visits anywhere in the world in connection with the business of the Insured
- b) Of any member of Sports and Social Clubs operating in connection with the business of the Insured whilst engaged in club activities

Provided always that:

- a) This extension shall not apply to liability more specifically insured any other insurance
- b) Any person indemnified under this extension shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this section
- c) The insurer shall not be liable under this extension unless the insurer has the sole conduct and control of all claims

11 Cross Liabilities

Where this policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate policy had been issued to each of them.

12 Contingent Motor Liability (Non-Owned Vehicles)

The insurer will indemnify the Insured named in the schedule and no other for the purpose of this extension in respect of legal liability for accidental death of or accidental personal injury to any person and/or accidental loss of or accidental damage to property as within defined arising out of the use of any motor vehicle not the property of nor provided by the Insured and being used in connection with the business.

Provided always that the insurer shall not be liable under this extension:

- a) In respect of loss of or damage to such vehicle or to goods conveyed therein or thereon
- b) For accidental death of or accidental personal injury to any person and/or accidental loss of or accidental damage to material property arising while such vehicle is being driven by the

Insured or by any person who to the knowledge of the Insured of his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

- c) In respect of liability more specifically insured under any other insurance
- d) In respect of liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

13 Data Protection Act

The insurer will indemnify the Insured against liability at law incurred by the Insured under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the said Act held by the Insured

Provided always that the insurer shall not be liable for:

- a) The payment of fines and penalties
- b) The cost of replacing, reinstating, rectifying or erasing any personal data

14 Court Attendance Costs

In the event of any of the undermentioned persons attending court as a witness at the request of the insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this section the insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- | | |
|---|------|
| a) Any director or partner of the Insured | £250 |
| b) Any employee | £100 |

15 Consumer Protection Act 1987 – Legal Defence Costs

The insurer will indemnify the Insured or at the request of the Insured any director or employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part 11 of the Consumer Protection Act 1987 or any regulations made thereunder committed or alleged to have been committed during the period of insurance including legal costs and expenses incurred with the consent of the insurer in an appeal against convictions arising from such proceedings

Provide always that:

- a) The criminal proceedings relate to an offence committed in the course of the Insured's business as within defined
- b) This extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) The insurer shall not be liable under this extension
 - i. Where the Insured, director or employee is insured by any other policy of insurance
 - ii. Where the criminal proceedings are in respect of any deliberate or intentional criminal act of omission of the Insured, director or employee
 - iii. In respect of legal costs and expenses which the Insured, director or employee may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or employee
 - iv. In respect of fines or penalties
 - v. For the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
 - vi. Unless the insurer has the sole conduct and control of all claims

- d) The Insured, director or employee shall give to the insurer immediate notice of any summons or other process served upon the Insured, director or employee and of any event may give rise to proceedings against the Insured, director or employee

16 Legionellosis

The Pollution Clause of this policy shall not apply to any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

This policy shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the current period of insurance the Insured had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

For the purpose of this endorsement such "Pollution or Contamination" shall be deemed to mean

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- b) All loss or damage or personal injury directly or indirectly caused by such Pollution or Contamination

The Insured shall give notice in writing to the insurers immediately on coming aware of such circumstances which have given or may give rise to a claim under this endorsement.

17 Extended Claims Notification Period

In the event of the Insurer not inviting renewal of this Policy for reasons other than non-compliance with the terms of this Policy or the Insured retiring or ceasing to participate in the Business the Insurer will provide indemnity

A) against civil liability for damages in respect of an Claim arising out of the conduct of the Business during the Period of Insurance which is first made in writing to the Insured and which is notified to the Insurer during the thirty six calendar months immediately following the final Period of Insurance for which the Insured shall have paid and the Insurer shall have agreed to accept the premium.

B) against civil liability for claimant's costs and expenses in connection with A) above

C) in respect of

1) costs of legal representation at

- a) any coroner's inquest or inquiry in respect of any death
- b) proceedings in any court arising out of any alleged breach of statutory duty resulting in any injury loss or damage in connection with A) above which may be the subject of indemnity under this Extension.

2) all other costs and expenses in relation to any matter which may be subject of indemnity under A) above

incurred with the Insurer's written consent.

Provided that

- a) the indemnity will not apply where indemnity is provided by any other insurance
- b) the total amount payable for damages costs and expenses in respect of claims made during the final Period of Insurance together with those made under the terms of this Extension shall not exceed the Limit of Indemnity for the final Period of Insurance.

18 Financial Loss

Notwithstanding anything herein contained to the contrary this policy extends to indemnify the Insured in respect of

- a) All sums which the Insurance shall become liable to pay as compensation (and claimants costs and expenses incurred in connection therewith) in respect of claims for Financial Loss first made in writing against the Insured arising out of the business and notified to the insurers during or within thirty days of expiry of the same period of insurance
- b) Costs and expenses in connection therewith incurred with the insurers written consent

For the purpose of the indemnity provided by this extension the term "Financial Loss" shall mean a pecuniary loss, cost or expense incurred by any person other than the Insured or a director or employee of the Insured as a result of

- i) Defect in Products

And/or

- ii) Work carried out negligently by or on behalf of the Insured

Provided always that

- 1 the liability of the insurers under this extension shall not exceed the sum of £5,000,000 in any one period of insurance
- 2 this extension is subject to the terms, conditions, limitations and exclusions of the policy insofar as they can apply and also to the following exclusions

The indemnity granted by this extension shall not apply to nor include

- a) the cost of replacing, reinstating, rectifying, repairing, removing, recalling, improving or guaranteeing the performance of products or any work carried out by or on behalf of the Insured
- b) any claim for diminution in value of products or any work to which this extension applies
- c) liability arising from libel, slander, infringement of patent, copyright, trademark or trade name, breach of anti-trust laws
- d) liability arising from any act of fraud or dishonesty
- e) liability arising from non performance, non completion, delay, financial default or insolvency
- f) liability arising from a deliberate act or omission of the Insured where the financial loss could reasonably have been foreseen by the Insured having regard to the nature and circumstances of such act or omission
- g) liability arising out of any circumstances known to the Insured at the inception of this extension
- h) liability which
 - a. attaches by virtue of a contract or agreement or
 - b. arises out of or by reason of a contractual relationship other than such liability that would exist without the presence of the contract.

- i) liability arising from products knowingly exported from Great Britain, Northern Ireland, the Channel Island or The Isla of Man or work carried out by or on behalf of the Insured out with Great Britain, Northern Ireland, the Channel Islands or The Isle of Man
- j) liability arising from personal injury or loss of or damage to material property or obstruction, trespass, nuisance or interference with pedestrian, road, rail, air or waterborne traffic.

Provided always that;

- 1) these extensions are subject to the terms, limitations and conditions of the section and policy insofar as they can apply
- 2) the total liability of the insurer to pay compensation shall not exceed the limit(s) of indemnity under sub-sections 1 and 2 of the section

19 Corporate Manslaughter Legal Defence Costs

This Policy is extended to indemnify the *Insured* and if the *Insured* so requests any *Person Employed* or director or partner of the *Insured* in respect of *Legal Costs* incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and/or subsequent legislation, provided that an offence is alleged to have been committed during the *Period of Insurance* in the course of the *Business*.

The *Insurers* shall be entitled but not obliged to assume the conduct of the defence of any criminal proceedings in respect of which an indemnity is provided under this Extension.

The indemnity provided under this Extension shall not exceed £2,500,000 any one claim and in the aggregate for all claims during any one *Period of Insurance*.

However, the total liability of the *Insurers* under Sections 1, 2 and 3 of this Policy, inclusive of this Extension, shall not exceed the Limits of Liability as stated in the *Schedule*.

This Extension shall not apply:

- a) to fines or penalties of any kind;
- b) where indemnity is provided by any other insurance.

Definitions

1 The Business

The business shall include in addition to those activities specified in the schedule:

- a) maintenance of property and premises owned or occupied by the Insured
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of employees of the Insured
- c) first aid, security, fire and ambulance services
- d) private work carried out within the territorial limits by an employee of the Insured for any director or senior executive of the Insured
- e) participation in exhibitions within the territorial limits

2 Personal Injury

Personal injury shall include bodily injury, illness, death, disease and mental injury

3 Claim

Claim shall mean:

The first written demand against the Insured for compensation in respect of personal injury or damages to material property. The date of a claim shall be the first date of such written demand

4 Circumstances

Circumstances shall mean:

Written notice provided by the Insured to the insurer in respect of any occurrence which is expected to give rise to a claim under this policy provided that the notice contains particulars of the nature of the occurrence, including when and where it took place, the circumstances which the Insured first learned of the occurrence and the person or organisation affected in detail sufficient to identify any subsequent claim as having been caused by the reported occurrence

5 Employee

Employee shall mean:

- a) any person under a contract of service or apprenticeship with the Insured
- b) any labour master or labour only subcontractor or persons supplied by any of them
- c) any self employed person
- d) any person hired or borrowed by the Insured
- e) any volunteer acting under the supervision or direction of the Insured
- f) any person undertaking study or work experience

working for the Insured in connection with the business

6 The Territorial Limits

Anywhere in the world, however it is agreed that in respect of products which are exported to the United States of America or Canada the limit of indemnity under sub-section 2 Products Liability shall be inclusive of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the insurers

7 Abuse

Abuse shall mean acts of hurting or injuring mentally or physically by maltreatment or ill-use, acts of forcing sexual activity rape or molestation or repeated or continuing contemptuous coarse or insulting words or behaviours

8 Products

Products shall mean any commodities or goods or anything (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the Insured or any structure constructed, erected or installed or contract work executed by or on behalf of the insured in the course of the business of the Insured

9 Occurrence

Occurrence shall mean:

- a) with respect to death of or personal injury to any person or loss of or damage to material property any event including continuous or repeated exposure to substantially the same general conditions which results before expiry of this policy
- b) with respect to wrongful arrest or false imprisonment any act or series of acts of the same similar nature committed before the expiry of the policy

10 Terrorism

For the purpose of this policy "terrorism" means any act

- a) involving serious violent against a person; and/or
- b) involving serious damage to property: and/or
- c) endangering a person's life, other than that of the person committing the act: and/or
- d) creating a serious risk to health and safety of the public: and/or
- e) designed seriously to interfere with or seriously disrupt an electronic system

the use of threat of which is made for the purpose of advancing a political, religious or ideological cause and to influence any government or to intimidate or seek to intimidate the public or section of the public

11 Insured

Insured shall mean

- a. any sports or recreational Governing Body Club or Member and/or
- b. any business or organisation involved in the provision of sport or recreation activities operating at or from premises in Great Britain Northern Ireland the Channel islands or Isle of Man and for whom a schedule of insurance has been issued.

In addition, indemnity is provided at the request of the insured to

- a) any director governor officer trustee or official of the Insured
- b) any coach leader or instructor
- c) any Employee
- d) and person hiring or loaning Property to the Insured
against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- e) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire and ambulance services in their respective capacities as such but this shall not include any physician surgeon or dentist in relation to the provision of medical diagnosis prescriptions treatment or advice
- f) any director or partner of the Insured or Employee in respect of private work undertaken by any Employee for such director partner or Employee with the prior consent of the Insured each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply.

Clauses

1 Discharge of Liability

The insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the limit(s) of indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled and upon such payment being made the insurer relinquishes the conduct and control of and be under no further liability in connection with such claim or claims other than the payment of costs and expenses incurred prior to the time of such payment

2 Pollution Clause

This section excludes all liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes places

For the purpose of this clause "pollution or contamination" shall be deemed to mean:

- a) all pollution or contamination of buildings or other structure or of water or land or the atmosphere and
- b) all loss or damage or personal injury directly or indirectly caused by such pollution or contamination

Conditions

1 Claims notification

The company of the insured person must provide written notice to us as soon as is reasonably practicable of:

- Any claim
- Notice from any person or entity of an intention to make a claim

Written notice must include, but is not limited to, a description of the claim or circumstances, the nature of the alleged or potential damage, the names of the actual or potential claimants and the date and manner in which the company or insured person first became aware of the claim or circumstances

If the company or any insured person becomes aware of any circumstances which could reasonably be expected to give rise at a later date to a claim than written notice to us of those circumstances will be accepted as the date of notification of a claim under this section

Written notice must make reference to the action which may give rise to a claim and the material facts which give rise to the belief that a claim may be made

2 Liquidation

In the event of the liquidation of you or any subsidiary company, this section will continue in force in respect of that company but only in respect of any action prior to the liquidation. Voluntary liquidation will be treated as having occurred on the date upon which the company passes a resolution for voluntary liquidation. Compulsory liquidation will be treated as having occurred on the date upon which a petition for the compulsory liquidation of that company is presented to the relevant authorities

3 Change of ownership

If any person, entity or group:

- Acquires more than 50% of your share capital
- Acquires the majority of the voting rights in you
- Assumes the right to appoint or remove the majority of your board of directors or
- Assumes control over the majority of the voting rights in you subject to written agreement with other shareholders or members
- Merges with you

During the period of insurance then the cover provided by this section only applies in respect of actions occurring prior to the effective date of that change of ownership

You must give written notice to us for the change of ownership as soon as reasonably practicable

4 Claims series

Where more than one claim arises from one action or from a series of actions which are connected or which are by any means inter-related or inter-connected, they will be treated as a single claim and that single claim will be attributed to the period of insurance which the first claim was notified

5 Subrogation

When we pay any financial loss, we will assume all rights of recovery available to any insured persons or the company who must give us all reasonable assistance in the prosecution of such rights

6 Applicability to each person separately

Any application will be construed to be a separate application for cover for each insured person. No statement in any application nor knowledge possessed by any insured person nor action of any insured person shall be imputed to any other insured person for the purposes of determining the availability of cover under this section

7 Contribution

If a claim under this policy is also insured by any other policy, we will not pay more than rateable proportion

8 Contracts (Rights of Third Parties) Act 1999

A person or company (including an insured person) who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

General Conditions

1 Policy Voidable

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

2 Reasonable Care

The Insured shall take all reasonable steps to:

- a) Comply with statutory enactments Bye-Laws and any other obligations and regulations imposed by any authority
- b) Employ only competent employees
- c) Prevent accidents
- d) Maintain all ways, works machinery and plant in sound condition

In the event of the discovery of any defect of danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

3 Warranties

Every warranty to which this policy or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this policy. Non-compliance with any such warranty in so far as it increases the risk of DAMAGE shall be a bar to a claim in respect of such DAMAGE provided that whenever this policy is renewed a claim in respect of DAMAGE occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period

4 Alteration

If a change of circumstance after the commencement of the insurance increases the risk of loss injury or damage or the Insured's interest ceased except by will or operation of law this policy will be voidable unless the insurer has agreed in writing to accept such alteration

5 Fraud

If any claim under this policy is in any respect fraudulent or if any fraudulent means be used by the Insured or anyone acting on his behalf to obtain any benefit under this policy or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this policy shall be forfeited

6 Cancellation

The insurer may cancel this policy or any section or part thereof by giving thirty days notice in writing by registered letter to the Insured at the Insured's last known address and in such event the Insured will be entitled to a return premium in respect of the unexpired portion of the period of insurance

7 Arbitration

Provided that liability for a claim has been admitted any dispute as to the amount to be paid shall be referred to an arbitrator who shall be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award shall be a condition precedent to any right of action against the insurer

8 Legal Representatives

In the event of the death of the Insured the insurer will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the terms, conditions and limitations of the policy insofar as they can apply

9 Notice of Claims (Sections A and B only)

The Insured shall give notice in writing to the insurers as soon as possible after the occurrence of any event likely to give rise to claim with full particulars thereof. The Insured shall also on receiving verbal or written notice of any claim intimate or send same or a copy thereof immediately to the insurers, and shall give all necessary information and assistance to enable the insurers to deal with, settle, or resist any claim as the insurers may think fit. Such information and assistance shall be given without any delay, and as far as reasonably practicable, no alteration or repair shall be made to any machinery, appliance, plant or fitting after an accident shall have occurred in connection therewith until the insurers shall have had an opportunity of examining the same

10 Control of Claims (Sections A and B only)

The Insured shall not, except at his own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the insurers not give any information or assistance to any person claiming against him but the insurers shall not for as long as they so desire take the absolute conduct and control of all proceedings (including arbitration) in respect of any claims for which the insurers may be liable under this policy and may use the name of the Insured to enforce for the benefit of the insurers any order made for costs or otherwise or to make or defend any claim for indemnity of damages against any third party or for any other purpose connected with this policy

11 Insurer's Rights (Sections A and B only)

The insurer shall:

- a) Be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured shall give all assistance as may be reasonably required by the insurer
- b) Have the right to enter the premises where the loss or damage has occurred and to keep possession of any of the property insured and to deal with the salvage in a reasonable manner but the Insured shall not be entitled to abandon any property to the insurer
- c) Be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this policy and the Insured shall give all assistance as may be reasonably required by the insurer
- d) At its option indemnify the Insured by payment, reinstatement, replacement or repair in respect of any property lost or damaged or part thereof. If the insurer elects to reinstate or replace any property they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon

12 Contribution

If in the event of a loss damage or liability under this policy there shall be in force any other insurances providing cover against such a claim

- a) The liability of the insurer shall be limited to its rateable proportion of such a claim
- b) But which is subject to any provision excluding from ranking concurrently with this policy wither in whole or part or from contributing rateably to the claim then the liability of the insurer shall be limited to such proportion of the claim as the sum insured bears to the value of the property

General exclusions

This policy does not cover:

- 1 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 nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) War, invasion, act of foreign enemy, hostilities (whether war to be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation confiscation requisition seizure or destruction by the government or any public authority
 - d) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Directors & Officers Liability Insurance

Policy Document

General Insuring Clause

We the *Insurer* hereby agree, in consideration of the payment of the premium specified in the *Schedule*, to insure against *Loss* in accordance with the Policy terms and conditions.

This Policy, the *Proposal* and *Schedule*, including any *Schedule* issued in addition or substitution, and any Endorsements or Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

Brit Syndicates Limited

Registered in England and Wales Number 0824611 at 55
Bishopsgate, London EC2N 3AS.

Authorised and regulated by the Financial Services Authority.

A member of the Brit Insurance Group

General Definitions

These Definitions are applicable throughout this Policy wherever they appear in *italics* and starting with a capital letter. These Definitions are subject to the terms, conditions, limits and exclusions of the Policy.

C

Claim

Claim means any judicial, administrative, extradition or regulatory proceeding initiated against the *Directors and Officers* for damages or other relief or any investigation which may give rise to *Investigation Costs*.

Company

Company means the Company named in the *Schedule* and shall include any *Subsidiary*.

Costs, Charges and Expenses

Costs, Charges and Expenses means any costs, fees and expenses incurred by or on behalf of any *Directors and Officers*, with the prior written consent of the *Insurer*:

a in defence of a *Claim*; or

b as *Investigation Costs*;

excluding salaries, wages and other expenses of the *Directors and Officers* or employees of the *Company*.

D

Director and Officer

Director and Officer means any natural person who was, is now or in the future becomes a director or officer or manager of the *Company*. Director and Officer also includes any employee named as co-defendant to a director, officer or manager of the *Company* and also includes any lawful spouse, civil partner, or domestic partner of a director, officer or manager of the *Company* where such persons are named as co-defendant solely due to their relationship with a director, officer or manager of the *Company*. In the event of the death, incapacity, insanity, insolvency or bankruptcy of any Director and Officer, the *Insurer* agrees to indemnify the estate, heirs, legal personal representatives or assigns of that Director and Officer in respect of the liability incurred by them in the terms of this Policy.

Documents

Documents means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank notes, currency notes, letters of credit and negotiable instruments).

E

Excess

Excess means the amounts stated in the *Schedule* that are to be deducted from any *Loss* and which shall be borne by the Insured.

F

Fungi

Fungi means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

G

Geographical Limits

Geographical Limits means worldwide, excluding the USA.

I

Insurer

Insurer means Brit Syndicates Limited.

Investigation Costs

Investigation Costs means any costs fees and expenses incurred in attending and being represented at any investigation initiated by a formal, regulatory, administrative, criminal or investigative inquiry into the *Company's* business, where the investigating body has the powers to carry out such an inquiry, and where any *Directors and Officers* or employees of the *Company* are required to attend such an inquiry.

L

Limit of Liability

Limit of Liability means the limit of the *Insurer's* liability under this Policy which shall be in the amount set out in the *Schedule*.

Loss

Loss means damages, settlements entered into with the *Insurer's* prior written consent and *Costs, Charges and Expenses* (including *Pollution Defence Costs*), excluding:

- a punitive or exemplary damages except where insurable by law;
- b criminal or civil fines or penalties;
- c taxes;
- d matters deemed uninsurable under the laws of England and Wales.

N

Non-Executive Director

Non-Executive Director means any natural person who was, is now, or in the future becomes a director of the *Company* and:

- a does not serve and has not served as an employee of the *Company*;
- b does not receive and has not received compensation, either directly or indirectly, from the *Company* for services rendered as a consultant or in any capacity other than as a director; and
- c does not perform and has not performed any management function within the *Company*.

Non Executive Director Limit of Liability

Non-Executive Director Limit of Liability means the amount shown as the Non-Executive Director Limit of Liability described in the *Schedule*.

O

Optional Extension Period

Optional Extension Period means the period described in Section 5 General Condition 9.

Outside Company

Outside Company means any company where *Outside Directors and Officers* have been in a position as a director, officer, trustee, shadow director or equivalent position at the specific request of the *Company*.

Outside Directors and Officers

Outside Directors and Officers means any persons who were, are now, or shall become a director, officer, trustee or their equivalent in an *Outside Company* at the specific request of the *Company*. The meaning of Outside Directors and Officers does not include reference to any individual who is not normally employed by the *Company*.

P

Policy Period

Policy Period means the period shown in the *Schedule* plus the *Optional Extension Period* if applicable.

Pollution Defence Costs

Pollution Defence Costs means any *Costs, Charges and Expenses* where the *Claim* giving rise to those *Costs Charges and Expenses* involves allegations relating to pollution or contamination.

Pollution Defence Costs Limit of Liability

Pollution Defence Costs Limit of Liability means the limit of the *Insurer's* liability in respect of *Pollution Defence Costs* which shall be in the amount set out in the *Schedule*.

Proposal

Proposal means any information supplied by the *Company* and/or a *Director and Officer* in connection with this insurance and any declaration made in connection therewith by or on behalf of the *Company* and/or a *Director and Officer* or their agent.

R

Retired Director and Officer

Retired Director and Officer means any *Director and Officer* who retires from his or her position with the *Company* during the *Policy Period*.

S

Schedule

Schedule means the document titled "Policy Schedule" attached to and forming part of this Policy.

Subsidiary

Subsidiary means any entity of which the *Company* either owns more than 50% of the voting rights or owns more than 50% of total issued share capital.

W

Wrongful Act

Wrongful Act means any actual or alleged act or omission by the *Directors and Officers* in the discharge of their duties solely in their capacity as *Directors and Officers* of the *Company*, individually or collectively.

Section 1 | The Policy Cover

1. The *Insurer* agrees subject to all the terms, conditions, *Limits of Liability* and exclusions of this Policy and of any Endorsements:
 - a To pay on behalf of the *Directors and Officers* for Loss sustained as a result of any *Claims* which are first made during the *Policy Period* arising from a *Wrongful Act* except for Loss which is recoverable under section Policy Cover b below.
 - b To pay on behalf of the *Company* for Loss sustained as a result of any *Claims* which are first made during the *Policy Period* arising from a *Wrongful Act* where an indemnity has been given or lawfully is required to be given by the *Company* to the *Directors and Officers*.
 - c To pay on behalf of the *Directors and Officers* for any *Investigation Costs* where the relevant investigation is first initiated during the *Policy Period*.
 - d To pay on behalf of any *Non-Executive Director* for Loss sustained as a result of any *Claim* which is first made during the *Policy Period* arising from a *Wrongful Act*, up to the *Non-Executive Director Limit of Liability* on the *Policy Schedule*, when the *Limit of Liability* has been exhausted.
 - e To pay on behalf of any *Outside Directors and Officers* for Loss sustained as a result of any *Claims* which are first made during the *Policy Period* arising from a *Wrongful Act* and *Investigation Costs* except where:
 - i the *Outside Company* is providing an indemnity to the *Outside Directors and Officers*;
 - ii the *Outside Company* is based in the USA;
 - iii the *Outside Company* is listed on any stock exchange; or
 - iv the *Claim* is being brought on behalf of the *Outside Company*.
 - f To pay on behalf of the *Directors and Officers* any *Pollution Defence Costs* where the *Claim* or investigation is first initiated during the *Policy Period*.
2. It is hereby understood and agreed that notwithstanding General Exclusions 1.b. for the purpose of this Policy, the Definition of *Wrongful Act* is extended to include any actual or alleged act committed or alleged to have been committed by the *Directors and Officers* in the discharge of their duties solely in their capacity as *Directors and Officers* of the *Company*, individually or collectively, which act results in a legal liability arising from *Documents* having been destroyed, damaged, lost or mislaid.

Coverage is also extended to include costs and expenses reasonably incurred by the *Directors and Officers* in replacing or restoring such *Documents*, provided such costs and expenses are supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the *Insurer* with the approval of the *Company*. The *Insurer's liability* for such costs and expenses shall be limited to £25,000 in the aggregate.

For the avoidance of doubt the extension of coverage afforded by this clause shall not operate to increase in any way the *Limit of Liability* stated in the *Policy Schedule*.

Section 2 | Limit of Liability

1. The *Limit of Liability* set out in the *Schedule* shall be the maximum aggregate amount payable hereunder exclusive of the *Non-Executive Director Limit of Liability* but inclusive of:
 - a *Costs, Charges and Expenses*; and b any *Pollution Defence Costs*.
2. The *Pollution Defence Costs Limit of Liability* may be exhausted by any payments made by the *Insurer* in respect of any and all Loss.

Section 3 | Settlements

1. No admittance of liability nor settlement of any *Claim* shall be made nor *Costs, Charges and Expenses* incurred without the *Insurer's* prior written consent, such consent not to be unreasonably withheld. The *Insurer* shall advance *Costs, Charges and Expenses* provided that:
 - a if it is ultimately established that the *Insurer* has no liability under this Policy, the *Company* shall reimburse the *Insurer* for all such sums advanced;
 - b any advance of *Costs, Charges and Expenses* shall reduce the *Limit of Liability* in accordance with the terms of the Policy;
 - c if a *Claim* is brought against the *Directors and Officers* and against the *Company*, the *Insurer* shall advance all *Costs, Charges and Expenses* whilst any *Directors and Officers* are named in such action.
2. If a *Claim* is brought against the *Directors and Officers* and against the *Company*, the *Insurer* shall only be liable for that portion of any damages, settlement or award that can be attributed to the legal exposure of the *Directors and Officers*.
3. It shall be the duty of the *Directors and Officers*, and not the duty of the *Insurer*, to defend any *Claim*. However the *Insurer* shall be entitled but not obliged to assume the conduct of the defence or settlement of any *Claim* notified under this Policy and for that purpose to appoint a solicitor and/or barrister and/or appropriate legal expert to defend a *Claim*.

Section 4 | Excess

1. No *Loss* shall be paid by the *Insurer* until the applicable *Excess* is exceeded, the only exception being when the *Company* is unable to make actual indemnification to the *Directors and Officers* under Section 1 Policy Cover by reason of insolvency.
2. If more than one *Claim* arises from the same *Wrongful Act*, then it will be deemed a single *Claim* for the purpose of determining the application of the *Excess*.
3. If a *Claim* is covered in part under Section 1 Policy Cover a and in part under Section 1 Policy Cover b, then the *Excess* shall be that applicable to Section 1 Policy Cover b.

Section 5 | General Conditions

1. Adjustment

- a If the *Company* acquires or creates a *Subsidiary* subsequent to the inception of the Policy, the following provisions apply:
 - i. coverage hereon in relation to such *Subsidiary* shall attach from the date of acquisition or creation for subsequent acts;
 - ii. if the *Subsidiary* exceeds 25% of the consolidated assets of the *Company* or if the *Subsidiary* is listed on any stock exchange anywhere in the world then full information must be supplied to the *Insurer* within 60 days. In this event the *Insurer* reserves the right to review the terms and conditions of this Policy.
- b From the date that an entity ceases to be a *Subsidiary* during the *Policy Period* or ceases to be a *Subsidiary* during any insurance of which this is a renewal, the following provisions apply:
 - i. there shall be no coverage for subsequent *Wrongful Acts* relating to that *Subsidiary*;
 - ii. coverage shall continue for the remainder of the *Policy Period*, for *Claims* arising from *Wrongful Acts* relating to that *Subsidiary* committed prior to the date the entity ceased to be a *Subsidiary*.

2. Assignment

This Policy may not be assigned without the *Insurer's* written consent.

3. Assistance and Cooperation

In the event of the notification of any *Claim* or of any *Wrongful Act* which may lead to a *Claim*, the *Directors and Officers* and the *Company* agree to provide the *Insurer* with any information or assistance as may reasonably be requested.

4. Authorisation

It is agreed that the *Company* acts on behalf of the *Directors and Officers* in matters concerning this Policy including cancellation and notification under Condition 8.

5. Choice of Law

The *Directors and Officers* and the *Company* are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law which will apply is the law of England and Wales.

6. Cancellation

This Policy may be cancelled by the *Insurer* giving written notice in the event of non payment of the premium. In the event of such non payment the *Insurer* may elect to cancel this Policy ab initio

7. Contracts (Rights of Third Parties) Act 1999

No person other than the *Directors and Officers* has any rights to enforce any term of the Policy under the Contracts (Rights of Third Parties) Act 1999.

8. Notification

- a In the event of a *Claim*, it is a condition precedent to the *Insurer's* liability under this Policy that notice be given to the *Insurer* as soon as practicable at the address shown in the *Schedule*, but in no event more than 30 days after the expiry date of the *Policy Period* shown in the *Schedule*;
- b If during the *Policy Period*, the *Company* or the *Directors and Officers* become aware of a *Wrongful Act* which they believe may lead to a *Claim*, it is a condition precedent to the *Insurer's* liability under this Policy that notice be given to the *Insurer* during the *Policy Period*. Any *Claim* arising out of such *Wrongful Act* shall then be deemed to have been made during the *Policy Period*. Such notice must state why it is believed that a *Claim* will be made.

9. Optional Extension Period

If the *Insurer* cancels or refuses to renew this Policy for any reason other than non-payment of premium or non-compliance with terms and conditions of this Policy, or the *Company* does not renew this Policy, the *Company* has the right to purchase an *Optional Extension Period* of 365 days following the effective date of cancellation or non-renewal. However, coverage during the *Optional Extension Period* shall only apply to *Claims* made in respect of *Wrongful Acts* prior to such effective date and/or *Investigation Costs* for investigations initiated prior to such effective date.

In order to invoke the *Optional Extension Period*:

- a the *Company* must give written notice within 30 days of the effective date of cancellation or non-renewal;
- b the *Company* must pay a further 100% of the total premium shown in the *Schedule* (or annualised if the *Policy Period* is not 12 months). This premium is non-returnable in whole or in part.

Upon request the *Insurer* will consider an *Optional Extension Period* for 36 months or 72 months.

The purchase of the *Optional Extension Period* does not increase the *Limit of Liability* or the *Non Executive Director Limit of Liability*.

10. Retired Director and Officer Extension Period

It is agreed that this Policy will provide any *Retired Director and Officer* with a six year extension period from the date at which time the *Director and Officer* becomes a *Retired Director and Officer*. However, cover during the *Retired Director and Officer Extension Period* shall only apply to *Claims* made in respect of *Wrongful Acts* committed and/or *Investigation Costs* incurred prior to the date the *Director and Officer* became a *Retired Director and Officer*.

11. Subrogation

In the event of the notification of any *Claim* or of any *Wrongful Act* which may lead to a *Claim*, the *Insurer* has the right of subrogation against any person or entity.

12. Termination

In the event that:

- a there is a takeover of the *Company*, or;
- b the *Company* is merged or consolidated with another entity so that the *Company* is not the surviving entity;

then from the date that such event takes place, this Policy does not cover any *Wrongful Act* occurring subsequently, except in accordance with the provisions of Condition 9.

13. Policy Non-rescindable

The *Insurer* confirm that this Policy will not be rescinded for any misrepresentation or non-disclosure however, in the event of such misrepresentations or non-disclosure then any *Director and Officer* who knew of such misrepresentation and non-disclosure shall have no cover under the Policy. Furthermore no cover will be provided for the *Company* where the *Company* has a requirement, legally or otherwise, to indemnify such *Director and Officer* whom had knowledge of such misrepresentation or non-disclosure.

14. Severability

In the event of any non-disclosure or misrepresentation by any *Director and Officer*, whether in the *Proposal* or otherwise, being construed as impacting upon the availability of cover under this Policy then such material misrepresentation or non-disclosure shall not be imputed to any other *Directors and Officers*.

Section 6 | General Exclusions

The *Insurer* shall not be liable to make any payment for *Loss* in connection with any *Claim*:

1. for
 - a. bodily injury, mental anguish, emotional distress, sickness, disease or death;
 - b. damage to, destruction of, or *Loss* of use of any tangible property;
 - c.
 - i. *Loss* or destruction of or damage to any property whatsoever or any *Loss* or expense whatsoever resulting or arising therefrom or any consequential loss;
 - ii. 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 explosive nuclear assembly or nuclear component thereof.
2. based upon or arising out of:
 - a. any *Wrongful Act*, circumstance or situation which has been or should have been the subject of notice given under any prior insurance;
 - b. any proven dishonest, fraudulent or criminal act or omission of any *Director and Officer*;
 - c. the *Directors and Officers* gaining any personal profit or advantage to which they were not entitled either at law or in equity;
 - d. the return by the *Directors and Officers* of remuneration to which they were not entitled either at law or in equity;

provided that any *Wrongful Act* pertaining to any *Director and Officer* shall not be imputed to any other person for the purposes of determining the applicability of General Exclusions 2.
3. which is insured under any other insurance regardless of whether such *Claim* is collectable or recoverable. However this exclusion shall not apply to *Loss* which exceeds the deductible and limit of indemnity of such other insurance.
4. by the *Company* except where such *Claim* is:
 - a. brought by or under the direction of an administrator, liquidator or receiver;
 - b. brought as a derivative claim or by a shareholder or a group of shareholders of the *Company* in the name of the *Company* without the involvement of any *Directors and Officers*;
 - c. for *Costs, Charges and Expenses* in respect of the *Claim* brought by the *Company*.
5. of any *Subsidiary* for, or in consequence of, any *Wrongful Act* occurring prior to the date such entity became a *Subsidiary*.
6. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. any prior and/or pending litigation as at the date specified in the *Schedule*; or
 - b. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory upon which such *Claim* is predicated.
7. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving or related to:
 - a. actual or alleged seepage, pollution or contamination of any kind;
 - b. the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of *Loss* which may have contributed concurrently or in any sequence to a *Claim*;
 - c. *Fungi* whether or not there is another cause of *Loss* which may have contributed concurrently or in any sequence to a *Claim* except for *Costs, Charges and Expenses* incurred subject to the limit stated under the *Pollution Defence Costs Limit of Liability*.
8. brought outside the *Geographical Limits* or under the laws of countries outside the *Geographical Limits* or brought to enforce a judgement remedy or settlement obtained under the laws or regulations of any country outside the *Geographical Limits*.
9. based upon or arising out of any *Director or Officer* acting in the capacity of trustee or fiduciary or administrator of any employer sponsored pension or superannuation scheme or superannuation programme, including any actual or alleged violation of any responsibilities, obligations or duties imposed by the UK Pensions Act 1995 or any amendments or re-enactments thereof, or any similar legislation applicable in any other jurisdiction.

Section 7 | Entity Extension

The Insurer agrees that this Policy is amended as follows:

It is hereby understood and agreed that the General Definitions are amended by the addition of:

Corporate Entity Claim which is any judicial, administrative, extradition or regulatory proceeding initiated against the *Company* for damages or other relief that arises out of any *Wrongful Act by the Company*.

Corporate Entity Claim Limit of Liability means £5,000,000 in the aggregate

Corporate Entity Claim Excess means £2,500

Employment Practice Dispute which is any *Claim* brought by any past, present, or potential employee of the *Company* which alleges any breach of any employment contract; wrongful dismissal or termination of employment whether actual or constructive; unfair dismissal; unequal pay; unlawful deduction from wages; discrimination including on grounds of sex, sexual orientation, pregnancy, age, religion, race, disability; sexual or other harassment in the workplace; victimization in the workplace; employment related misrepresentations; wrongful deprivation of any career opportunity, employment or promotion and any wrongful discipline or evaluation or failure to adopt adequate employment or workplace policies or procedures

Wrongful Act by the Company which is any alleged act or omission by the *Company* in the discharge of their normal business duties.

It is hereby understood and agreed that Section 1, Policy Cover is amended by the addition of:

- 1 g. to pay on behalf of the *Company* for *Loss* sustained as a result of any *Corporate Entity Claim* which are first made during the *Policy Period*, up to the *Corporate Entity Claim Limit of Liability* and subject to the *Corporate Entity Claim Excess*.

It is hereby understood and agreed that Section 6, General Exclusions is amended by the addition of:

10. based upon, arising out of, directly or indirectly from or in consequence of, or any way involving, any *Employment Practice Dispute*.
11. based upon, arising out of, directly or indirectly from or in consequence of, or any way involving, any *Claim* brought or maintained in the USA.
12. based upon, arising out of, directly or indirectly from or in consequence of, or any way involving, any *Claim* for a breach of contract, whether actual or implied, written or oral.
13. based upon, arising out of, directly or indirectly from or in consequence of, or any way involving, any *Claim* relating to the performance of or failure to perform professional services for others for a fee.
14. based upon, arising out of, directly or indirectly from or in consequence of, or any way involving, any *Claim* relating to public offering, private placement or sale of any securities issued by the *Company*.
15. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in anyway involving the actual or alleged infringement of any patent, trademark or copyright.

and that General Exclusions 10 to 15 only apply in respect of the cover provided by this endorsement.

All other terms and conditions remain unaltered.

Further Information

Data Protection Act 1998

We may store your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention. We will only disclose your personal details to third parties if it is necessary for the performance of your contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we may need to collect data that the Data Protection Act defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract you will signify your consent to such information being processed by us or our agents.

We will keep your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer your information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with your insurance application, we will assume you are agreeable for us to transfer your information to a country outside the EEA.

Should you wish to receive a copy of the information we hold on you, please contact:

**Data Protection Officer
Brit Syndicates Limited
55 Bishopsgate
London EC2N 3AS**

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme

**7th Floor Lloyds Chambers
Portsoken Street
London E1 8BN**

Tel: 020 7892 7300

Fax: 020 7892 7301

E-mail: enquiries@fscs.org.uk

Complaints Procedure

We are dedicated to providing you with a high quality service and we want to ensure this is maintained at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

In the first instance please contact the broker or agent from whom you bought your policy of insurance.

In the unlikely event you remain dissatisfied, please contact:

Policyholder and Market Assistance

**Lloyd's Market Assistance
One Lime Street
London EC3M 7HA**

Tel: 020 7327 5693

Fax: 020 7237 5225

Email: complaints@lloyds.com

Copies of the complaints procedures are also available from this address.

In the event you wish to pursue matters further you may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses; further information is available from:

The Financial Ombudsman Service

**South Quay Plaza
183 Marsh Wall
London E14 9SR**

Helpline: 0845 080 1800

Switchboard: 020 7964 1000

Website: www.financialombudsman.org

