

The British Caving Association  
The Hall  
Great Hucklow  
Buxton  
SK17 8RG

**Your Reference**

Our Reference 3C01/Jackie Regan  
Date 12.02.2011

**Public And Products Liability Policy - Renewal Receipt**

Policy Number 057/3C01/GQ582698/0  
The Insured The British Caving Association, its constituent bodies and their subsidiaries, and its member clubs and individuals (see endorsement The Insured for full title).  
Branch/Agent 1200/945099/H  
Renewal Date 01.01.2011  
Renewal Premium [REDACTED]  
Premium Tax [REDACTED]  
Amount Due [REDACTED]

**Zurich Insurance**

The amount of [REDACTED] has been received in respect of the renewal for this insurance.

6th Floor  
Whitefriars  
Lewins Mead  
Bristol BS1 2NT

Telephone 0117 9291031  
Fax 0117 9225484

Zurich Insurance plc  
A public limited company  
incorporated in Ireland  
Registration No. 13460  
Registered Office: Zurich House,  
Ballsbridge Park, Dublin 4, Ireland  
UK branch registered in England  
and Wales Registration No. BR7985  
UK Branch Head Office:  
The Zurich Centre, 3000 Parkway,  
Whiteley, Fareham,  
Hampshire PO15 7JZ

Authorised by the Irish Financial  
Regulator and subject to limited  
regulation by the Financial Services  
Authority. Details about the extent  
of our regulation by the Financial  
Services Authority are available  
from us on request

**ANDERSON ASHCROFT**  
**Fishergate House**  
**3 Fishergate Hill**  
**PRESTON PR1 8JB**

Signed..... *Ashcroft* .....  
Date..... *15/2/2011* .....

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The Insured The British Caving Association, its constituent bodies and their subsidiaries, and its member clubs and individuals (see endorsement The Insured for full title).

The Agent ANDERSON ASHCROFT INSURANCE BROKERS LTD

The Business Cave, karst and mine research, exploration, surveying, equipment testing, publishing and photography, caving for a pastime and bolting, associated pursuits with instructions and other activities relative to the general encouragement of scientific and sporting caving and mine research, including the engagement and activities of volunteers involved in the arrangement of conferences and projects.

The Postal Address of the Insured The Hall  
Great Hucklow  
Buxton  
Derbyshire SK17 8RG

Period of Insurance From 01.01.2011 to 31.12.2011

Renewal Date 01.01.2012

LTA Discount 5.00%

Long Term Agreement expires 31.12.2014

Renewal Premium

Premium Tax

Amount Due



Policy Form Reference ZCL/1

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**Public And Products Liability Policy****Renewal Schedule**

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Unless you have already supplied us with revised wages and turnover figures (as appropriate) the premium for renewal of your Public/Products Liability cover has been revised to reflect variations in the **Average Wages and Salaries and Producer Price Indices** since last renewal date.

If there have been any changes in your wages payments and/or turnover since last renewal date you should provide us with up to date figures to enable your premium to be re-calculated.

If you **have** provided revised figures the premium required has been calculated using those figures.

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**TABLE OF COVER**

<b>Section</b>	<b>Description</b>	<b>Limits of Indemnity</b>
I	Public Liability	£2,000,000
II	Products Liability	£2,000,000

The liability of the Insurers for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed £2,000,000 in the aggregate. Provided always that the total liability of the Insurers to pay compensation shall not exceed the Limit(s) of Indemnity under Sections I and II of the Policy.

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**ENDORSEMENTS**

The Policy is subject to the endorsements shown below:

**Corporate Manslaughter and Corporate Homicide Act 2007**

This policy extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurer's prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the Period of Insurance in the course of the business.

Provided always that:

- a) the Insurer's liability under this extension shall not exceed £5,000,000 in any one period of insurance or the Limit of Indemnity stated in the schedule whichever is the lesser. This limit will form part of and not be in addition to the Limit of Indemnity stated in the schedule
- b) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

**Public And Products Liability Policy**

**Renewal Schedule**

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- c) the Insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) the Insured shall give to the Insurer immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurer shall be under no liability:
  - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
    - 2) the Food Safety Act 1990 or any regulations made thereunder
    - 3) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the Insurer's liability payable under this extension.

**Long Term Agreement 0037**

Where a Long Term Agreement expiry date is shown in the Policy, a discount of 5.00% has been allowed off the premium on this Policy in consideration of the Insured undertaking to offer annually up to the said expiry date the Insurance under this Policy on the terms and conditions in force at the expiry of each period of insurance and to pay the premium in advance, it being understood that the Insurers shall be under no obligation to accept an offer made in accordance with the above mentioned undertaking.

The above mentioned undertaking applies to any Policy (or Policies) which may be issued by the Insurers in substitution for this Policy and the same discount of 5.00% shall be allowed off the premiums on any substituted Policy (or Policies) issued by the Insurers.

Payment of the first renewal premium due at the commencement of the said undertaking shall be deemed acceptance by the Insured of the Policy terms including, but in no way limited to, this Clause.

**Date Related Performance and Functionality 0151**

**GENERAL EXCLUSION**

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This Policy does not cover any:-

- (i) loss destruction or 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
  - (i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
  - (ii) 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.

**DEFINITION For the purposes of this Endorsement, the following special meaning 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.**

**The Insured 0189**

The British Caving Association, its member clubs, individuals and Access Controlling Bodies, The British Cave Research Association and its Special Interest Groups, The National Association of Mining History Organisations, The Council of Northern Caving Clubs, The Council of Southern Caving Clubs, The Derbyshire Caving Association, The Cambrian Caving Council, The Devon and Cornwall Underground Council, The Forest of Dean Cave Access and Conservation Group, The Cave Diving Group of Great Britain, The British Cave Rescue Council and its constituent cave rescue teams, The William Pengelly Cave Studies Trust and The Ghar Parau Foundation.

**Member to Member Liability 0189**

The indemnity granted by this Policy extends subject otherwise to its terms, limitations and conditions to cover the individual liability of members whilst engaged in activities of the association for

- a) accidental death of or accidental Personal Injury to any person

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- b) accidental loss of or accidental damage to material property
- c) accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic

but only so far as members are not already covered under any other policy of insurance.

Provided always that the Insured shall acquaint the said members with the terms and conditions of the Policy and shall arrange for the said members to observe, fulfil and be subject to the said terms and conditions in so far as they can apply, such observance and fulfilment being conditions precedent to any liability of the Insurers hereunder.

**All Claims Excess 0189**

Notwithstanding anything herein contained to the contrary the indemnity granted by this Policy shall not apply to or include

- the first £5000 (Five Thousand Pounds) of compensation payable in respect of any one occurrence or all occurrences of a series arising out of any one original cause
- the first £10,000 (Ten Thousand Pounds) of compensation payable in respect of any one occurrence or all occurrences of a series arising out of any one original cause arising out of the use of explosives

Provided always that the Insured shall indemnify the Insurers in respect of any such amount for which the Insurers have made a payment.

**Public Liability Endorsement**  
**Environmental Clean Up Costs**

This policy extends to indemnify the Insured in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination 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 and Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the Insurer's liability under this extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the Insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the Insurer shall be under no liability:

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- i) in respect of Clean Up Costs for damage to the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
- ii) for damage connected with pre-existing contaminated property
- iii) for damage caused by a succession of several events where such individual event would not warrant immediate action
- iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
- v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
- vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) in respect of costs for the reinstatement or reintroduction of flora or fauna.
- ix) for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible.
- x) in respect of fines or penalties of any kind
- xi) for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- xii) for damage which is covered by a more specific insurance policy
- xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured.

For the purposes of this extension the following definitions shall apply:

- 1 Clean Up Costs
  - a) Testing for or monitoring of Pollution or Contamination
  - b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.
- 2 Remediation

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Remedying the effects of pollution or contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

3    Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

4    Pollution or Contamination

- 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.