



Allianz Insurance plc

MartialGuard Clubs and Associations

Policy Wording



Chartered

Allianz 



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Introduction

Thank you for choosing Allianz Insurance plc.

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

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

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

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

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

Important

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

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

Your MartialGuard Clubs and Associations Policy is made up of several parts which must be read together as they form your contract. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let Towergate Insurance know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf

- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy (other than the Directors and Officers Liability Section)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

If you have taken out Directors and Officers Liability cover, this cover forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the Policy which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors and Officers Liability Section
- the Insuring Clause
- the Directors and Officers Liability Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability Section of cover selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

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

For ease of reference you will be given only one Policy number even if you have taken out Directors and Officers Liability cover.

Policy Definitions

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

Policy

The contract of insurance formed of the documents described in the Introduction

Section/Sections

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

Schedule

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

The Insurer

Allianz Insurance plc

The Insured

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

Period of Insurance

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

Business

The Business Description stated in the **Schedule**

Premises

The Premises stated in the **Schedule**

Excess

(not applicable to the Employers' Liability Section)

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

Act of Terrorism

An act including but not limited to the use of force or violence and/or threat thereof any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Insuring Clause

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

For Allianz Insurance plc

A handwritten signature in blue ink that reads "Jonathan Dye". The signature is written in a cursive style with a large initial 'J'.

Jon Dye

Chief Executive

General Exclusions

This **Policy** does not cover

1. Radioactive Contamination

(Not applicable to the Directors and Officers Liability Section)

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

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

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

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

2. War

(Not applicable to the Employers Liability, Group Personal Accident and Directors and Officers Liability Sections)

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

3. Terrorism

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

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

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

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

In respect of a. Above an Act of Terrorism (Terrorism) means: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

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

In respect of b. above an Act of Terrorism (Terrorism) means: An act, including but not limited to the use of force or violence and/or the threat thereof, any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

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

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

4. E-Risks

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

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

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

For the purpose of this Exclusion:

Computer Equipment

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

Virus or Similar Mechanism

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

Hacking

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

5. Professional Sportspersons

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

6. Weapons

(not applicable to the Employers Liability Section)

Loss, injury, accident or any legal liability arising directly or indirectly out of or in connection with the use of weapons, unless specified in the **Schedule**.

General Conditions

1. Fair Presentation of the Risk

- a. **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b. **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i. deliberate or reckless; or
 - ii. of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

The Insurer will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c. If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
 - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
 - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;

- c. issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

2. Reasonable Precautions

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

3. Claims

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

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

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

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

4. Cancellation

Other than where General Condition 5 Fraud applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance. For cancellation following default in payment of the premium or any agreed instalment the period of notice may be reduced to fourteen (14) days.

5. Fraud

If **the Insured** or anyone acting on the **Insured's** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

the Insurer will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **the Insured** any sums that it has already paid in respect of the claim.

The Insurer may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a – d above. In that event, **the Insured** will:

- a. have no cover under the **Policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

6. Discharge of Liability

(not applicable to the Employers Liability Section)

The Insurer may at any time pay to **the Insured** in connection with any claim or series of claims

A the Limit of Indemnity

or

B the **Sum Insured**

or

C a lesser amount for which such claim or claims can be settled

after deduction of any sums already paid.

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** have already agreed to bear incurred prior to the date of such payment.

7. Law Applicable

Unless agreed otherwise by **the Insurer**

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

8. Rights of Parties

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

General Conditions

9. Declaration

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

10. Loss Reduction Conditions

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

Complaints

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: 01483 552438
Fax Number: 01483 790538
Email: acccsm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: acccsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

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

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet its liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Fair Processing Notice – how we use personal information

1. Who we are

When **we** refer to “**we**”, “**us**” and “**our**” in this notice it means Allianz Insurance plc or Allianz Engineering Inspection Services Limited.

When **we** say, “**individuals**” in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

2. How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

Further details can be found below.

3. Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks and administer policies. This helps **us** decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so they should contact **us** by emailing **us** at accsm@allianz.co.uk and **we** will review the decision.

4. The personal information we collect

We collect the following types of personal information so **we** can complete the activities in section 2, “How **we** use personal information”:

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities such as goods and services offered.

5. Where we collect personal information

Direct from **individuals**, their representatives or information they have made public, for example, on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for **our** products
- other involved parties, for example, claimants or witnesses.

6. Sharing personal information

We may share personal information with:

- other companies within the global Allianz Group www.allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- our approved suppliers to help deal with claims or provide our benefit services, for example, vehicle repairers, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to us or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event that we wish to sell all or part of our business.

7. Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCR's) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCR's, contact our Data Protection Officer.

Some of our suppliers have servers outside the EU. Our contracts with these suppliers require them to provide equivalent levels of protection for personal information.

8. How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

9. Know your rights

Any individual whose personal information we hold has the right to:

- object to us processing it. We will either agree to stop processing or explain why we are unable to (the right to object)
- ask for a copy of their personal information we hold, subject to certain exemptions (a data subject access request)
- ask us to update or correct their personal information to ensure its accuracy (the right of rectification)
- ask us to delete their personal information from our records if it is no longer needed for the original purpose (the right to be forgotten)
- ask us to restrict the processing of their personal information in certain circumstances (the right of restriction)
- ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
- complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) www.ico.org.uk
- ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent (the right to withdraw consent).

If you wish to exercise any of these rights please contact our Customer Satisfaction Manager:

Address: Customer Satisfaction Manager, Allianz,
57 Ladymead, Guildford, Surrey, GU1 1DB
Email: accsm@allianz.co.uk
Phone: 01483 552438

10. Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance plc and Allianz Engineering Inspection Services Limited are companies within the Allianz Holdings.

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Address: Data Protection Officer, Allianz,
57 Ladymead, Guildford, Surrey GU1 1DB
Email: dataprotectionofficer@allianz.co.uk
Phone: 0330 102 1837

Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this fair processing notice. When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website www.allianz.co.uk

Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy (“Insured Persons”), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

Employers Liability Tracing Office

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

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

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

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

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

Notifying a Claim

Claims under this **Policy** should be notified to **the Insurer** in accordance with General Condition 3 at the following Allianz Claims Handling Office.

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

Allianz Claims

PO Box 10509

51 Saffron Road

Wigston

LE18 9FP

Telephone: 0344 893 9500

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

24 Hour Claim Notification

If you have to notify us of a claim outside of our normal operating hours please contact us on our 24 hour claim notification telephone number 0345 604 9824.

Accident Section Claims

In the event of a Medical Emergency whilst overseas, the number is +44(0)208 603 9514

Public and Products Liability Section

Definitions

1. Injury

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

2. Employee

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

3. Business

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

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

4. Territorial Limits

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

5. Products

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

6. Pollution or Contamination

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

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

7. Offshore Installations

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

8. Abuse

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

9. Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

Cover

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

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

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

Limit of Indemnity

- A. **The Insurer's** liability for all compensation payable in respect of
- a. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
 - b. all **Injury**, loss and damage occurring during any one **Period of Insurance** and caused by and arising from **Products**
 - c. all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance**

shall not exceed the Limit of Indemnity stated in the **Schedule**.

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

- C. In respect of an **Act of Terrorism** the Limit of Indemnity shall not exceed the Limit of Indemnity shown in the **Schedule** or £5,000,000 (whichever is the lesser).

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

Extensions of Cover

A. Indemnity to Other Parties

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

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

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

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

Provided that

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

B. Joint Insured Cross Liabilities

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

C. Overseas Personal Liability

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

D. Motor Contingent Liability

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

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

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

E. Health and Safety at Work - Legal Defence Costs

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

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

Provided that

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

The Insurer will not pay for

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

F. Data Protection Act

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

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

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

The Insurer will not pay for

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

G. Defective Premises Act 1972

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

Provided that this Extension does not cover

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

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

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

- a. Part 2 of the Consumer Protection Act 1987
- or

- b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990 committed or alleged to have been committed during the Period of Insurance in connection with the Business

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

The Insurer will not pay for

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

I. Court Attendance Compensation

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

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

J. Contractual Liability

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

Provided that the Insurer shall not in any event provide indemnity

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

K. Manslaughter Defence Costs

The Insurer will indemnify the Insured in respect of

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

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

Provided that

- i. the maximum amount payable under this extension shall not exceed £5,000,000 during any one Period of Insurance
- ii. all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity under this Section as stated in the Schedule
- iii. where the Insurer has already indemnified the Insured in respect of legal costs and expenses incurred in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this extension

- iv. **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

The Insurer will not pay for

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

L. Cloakroom Liability

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

Provided that

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

- b. **The Insurer's** liability for all compensation payable in respect of
 - i. all loss of and damage to property deposited by any one person is limited to £150
 - ii. all loss of and damage to property occurring during any one **Period of Insurance** is limited to £1,000

M. Member to Member Liability

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

Provided that

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

N. Car Park Liability

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

Provided that

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

Exclusions

This **Section** does not cover

1. Injury to Employees

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

2. Work on Offshore Installations

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

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

Liability in respect of

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

4. Pollution or Contamination

Liability in respect of

- a. **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory
- b. **Pollution or Contamination** occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

5. Mechanically Propelled Vehicles

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

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

except where more specifically insured by another policy.

6. Vessels or Craft

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

7. Property in the charge or control of the Insured

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

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

8. Damage to Goods Supplied

Liability in respect of

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

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

1. any alteration, repair or servicing work executed
2. any other goods or property sold, supplied, delivered, installed or erected by **the Insured** under a separate contract.

9. Products

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

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

10. Advice and Design

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

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

Liability in respect of loss or damage to any property

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

12. Computer Date Recognition

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

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

13. Products to the United States of America or Canada

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

14. Abuse

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

15. Tournaments or Competitions

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

16. Asbestos

- a. liability in any way caused by, arising from or contributed to by
 - i. exposure to or inhalation of **Asbestos**
 - ii. fear of the consequences of exposure to or inhalation of **Asbestos**
- b. liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of **Asbestos**.

17. Excess

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

Section Conditions

1. Other Insurances

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

2. Alteration in Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration:

- a. in or to the Business
- b. in the ownership of the Insured
- c. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy

which materially increases the risk of legal liability to pay costs and expenses as insured by this Section.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

- a. continue to provide cover under this Section on the same terms
- b. restrict the cover provided under this Section
- c. impose additional terms
- d. alter the premium
- e. cancel this Section and the Policy.

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

- a. treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled this Section and the Policy had it known of the increase in risk
- b. treat this Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

Group Personal Accident Section

Definitions

Accidental Bodily Injury

Bodily injury caused by:

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

Aircraft Accumulation Limit

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

Annual Salary

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

Associated Illness

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

Benefit

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

Business of the Insured

The business of the Insured as shown in the Schedule.

Capital Sum Benefit

A Benefit that is not payable at a weekly rate.

Clause

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

Contamination

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

Contamination by Terrorism Accumulation Limit

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

Death

Death caused by Accidental Bodily Injury.

Europe

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

Event Accumulation Limit

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

Excess Period

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

Fracture

A break in the continuity of the tissue of a bone.

Hospital

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

Hospitalisation

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

Insured Person

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

Loss

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

Loss of Hearing

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

Loss of Internal Organ

Total and permanent:

- a. loss by removal

or

- b. effective loss of use

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

Loss of Limb

Total and permanent loss

- a. by physical separation

or

- b. of use

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

Loss of Sight

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

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

or

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

Loss of Speech

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

Maximum Benefit

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

Maximum Benefit Period

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

Non-scheduled Air Accumulation Limit

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

Operative Times of Cover

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

Permanent Partial Disablement

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

Permanent Total Disablement

Any permanent disablement other than

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

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

Scale(s) of Compensation

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

Scheduled Air Transport

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

Sickness

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

Temporary Total Disablement

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

United Kingdom

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

Usual Occupation

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

War

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

Weekly Benefit

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

Weekly Wage

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

Cover

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

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

of an Insured Person.

Extensions of Cover

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

1. Additional Travel Expenses

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

2. Broken Bones Benefit

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

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

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

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

3. Emergency Dental Pain Relief

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

4. Hospitalisation Benefit

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

In-Patient Benefit

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

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

Convalescence Benefit

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

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

5. Legal Advice

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

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

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

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

Please call on 0370 241 4140 and quote Policy Reference 36566.

6. Physiotherapy

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

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

7. Rehabilitation and Retraining Expenses

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

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

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

Exclusions

This **Section** does not cover

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

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

5. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.

6. The following Exclusion applies to any **Loss** in excess of the **Contamination by Terrorism Accumulation Limit** shown in the **Schedule**.

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

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

7. Any claim arising out of or consequent upon travel to Afghanistan, Iraq, Ivory coast, Somalia or Chechnya unless agreed in writing by **the Insurer**.

8. Any claim in excess of:

- a. the **Event Accumulation Limit, Non-scheduled Air Accumulation Limit, Aircraft Accumulation Limit**
- b. the **Contamination by Terrorism Accumulation Limit**

9. Any claim in respect of:

- a. any **Benefit** during the **Excess Period**
- b. **Sickness** or disease (with the exception of **Associated Illness**)
- c. any naturally occurring condition or gradually operating cause
- d. **Permanent Total Disablement, Permanent Partial Disablement** or **Temporary Total Disablement** attributable to arthritic or other degenerative conditions in the joints, bones, any muscles, tendons or ligaments.

Section Conditions

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

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

1. Assignment

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

2. Change in Risk

It is a condition precedent to the liability of **the Insurer** that **the Insured** must give immediate notice of any change to the occupation of any **Insured Person** from that which **the Insured** originally advised **the Insurer**.

3. Cancellation –War Risks

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

4. Benefit Limits

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

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

- e. Payment by **the Insurer** to **the Insured Person** of **Weekly Benefit** does not prejudice **the Insured Person's** entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if **the Insurer** pays any of the **Capital Sum Benefits** and **the Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.
- f. The **Schedule** shows **the Weekly Benefit** payable to **the Insured** for each complete working week of **Temporary Total Disablement**.

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

5. Disappearance

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

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

6. Claims conditions

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

- a. **The Insured** or **Insured Person** must give notice to **the Insurer** as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim under this **Section**.
- b. **The Insured** or **Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**.
- c. **The Insured** or **Insured Person** must at **the Insurer's** request provide medical examination report any **Accidental Bodily Injury** where **the Insured Person** requires **the Insurer** to consider a claim under this **Section** for which **the Insurer** will pay the cost of the medical examination fee.
- d. **The Insured Person** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** **the Insured Person** obtains and follows the advice of a registered medical practitioner. **The Insurer** will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of **the Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.

- e. In the event of the **Death** of an **Insured Person** **the Insurer** will be entitled to have a post-mortem examination carried out at its expense.
- f. For **the Insured** to claim for **Weekly Benefits** under this **Policy** **the Insured Person** must have no other weekly benefits insurance in force except as declared to and accepted by **the Insurer** during the **Period of Insurance**.

7. Accumulation Limits

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

8. Age Limitation

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

Employers' Liability Section

Definitions

1. Injury

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

2 Employee

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

3. Business

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

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

4. Territorial Limits

- A. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- B. elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in Definition 4.A. above and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union

5. Offshore Installations

- A. Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- B. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- C. any pipe or system of pipes in the sea or tidal waters
- D. any installation which is intended to provide accommodation for persons who work on or from the locations specified in Definition 5.A., 5.B. or 5.C. above

Cover

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

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

- a. in connection with the defence of any claim
- b. for representation of **the Insured**
 - i. at any coroners inquest or fatal accident inquiry in respect of death
 - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**

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

Limit of Indemnity

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

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

Extensions of Cover

A. Indemnity to other parties

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

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

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

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

Provided that

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

B. Health and Safety at Work - Legal Defence Costs

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

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

Provided that

- i. the proceedings relate to the health, safety or welfare of any **Employee**
- ii. **the Insurer** shall have the conduct and control of all the said proceedings and appeals

the Insurer will not pay for

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

C. Unsatisfied Court Judgements

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

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

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

Provided that

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

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

D. Court Attendance Compensation

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

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

E. Contractual Liability

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

Provided that **the Insurer** shall not in any event provide indemnity in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

F. Manslaughter Defence Costs

The Insurer will indemnify **the Insured** in respect of

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

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

Provided that

- i. the maximum amount payable under this extension shall not exceed £5,000,000 during any one **Period of Insurance**

- ii. all amounts payable under this extension will form part of and are not in addition to the **Limit of Indemnity** under this **Section** as stated in the **Schedule**

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

- iv. **the Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of **the Insured** prior to their appointment

the Insurer will not pay for

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

Exclusions

This **Section** does not cover

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

Section Conditions

1. Compulsory Insurance Legislation

The indemnity granted by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the territories specified in Definition 4.A. but **the Insured** shall repay to **the Insurer** all sums paid by **the Insurer** which **the Insurer** would not have been liable to pay but for the provisions of such law.

2. Certificate of Employers' Liability

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

3. Other Insurances

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

4. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration:

- a. in or to the **Business**
- b. in the ownership of **the Insured**

- c. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy**

which materially increases the risk of legal liability to pay costs and expenses as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided under this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

5. Discharge of Liability

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

Directors & Officers Liability Section

Definitions

Acknowledged Insured vs. Insured Claim

Any Claim:

- a. brought or maintained by an **Insured Person** alleging an **Employment Practice Wrongful Act**;
- b. brought or maintained by an insolvency practitioner or the equivalent in any other jurisdiction directly or derivatively without the solicitation, voluntary assistance participation or co-operation of any **Insured Person** or any **Outside Entity's** directors or officers unless legally compelled to do so;
- c. brought or maintained by an **Insured Person** for contribution or indemnity if the **Claim** directly results from another **Claim** covered under this **Section**;
- d. brought or maintained by way of a shareholder derivative action on behalf of a **Company** or **Outside Entity**, which is brought without the solicitation, voluntary assistance, participation or co-operation of any **Insured Person** or any **Outside Entity's** directors or officers unless legally compelled to do so;
- e. brought or maintained by a **Past Insured Person**;
- f. brought or maintained by an **Insured Person** acting pursuant to **Whistleblowing Legislation**; or g) for the sole purpose of enforcing against such **Insured Person** a judgement from another jurisdiction.

Change of Control

- a. The **Policyholder's** merger with or consolidation into any other company;
- b. a management buy out;
- c. the sale of all or the majority of the **Policyholder's** assets to any person or company acting alone or in concert; or
- d. any person or company acting alone or in concert:
 - i. acquiring ownership or control or assuming control pursuant to written agreement with other shareholders of more than 50% of the voting rights in the **Policyholder** and/or more than 50% of the outstanding **Securities** representing the present right to vote for the election of the board of directors of the **Policyholder** and/or assuming the right to appoint or remove the majority of the board of directors (or equivalent position) of the **Policyholder**; or

- ii. acquiring the right to receive 50% or more of the income of the **Policyholder** on a distribution by a company of all its income or a majority of its assets on a winding-up.

Claim

The earliest of any:

- a. written demand against an **Insured Person** for a **Wrongful Act**;
- b. civil or criminal proceedings (including but not limited to any **Manslaughter Allegation** or **Extradition Proceedings**) against an **Insured Person** for a **Wrongful Act**; or
- c. formal administrative proceedings or **Investigation** concerning the **Wrongful Act** of an **Insured Person**.

Company

The **Policyholder** or any **Subsidiary** thereof.

Crisis Communication Consultant

Any one of the following panel companies:

- a. Hill and Knowlton;
- b. CNC; or
- c. Brunswick

which is selected and appointed by the **Policyholder**.

Alternatively, the **Policyholder** may, with the prior written consent of **the Insurer**, select and appoint any other company.

Deductible

The amount specified as such in the **Schedule**.

Defence Costs

- a. All reasonable fees, costs and legal expenses (including disbursements) incurred by or on behalf of the **Insured Person** in the investigation, defence or settlement of the **Claim** and appeal thereof; either
 - i. with the prior written consent of **the Insurer**; or,
 - ii. where it has not been practicable to obtain the prior written consent of **the Insurer**, such costs may be incurred up to a maximum aggregate amount of 10% of the **Limit of Liability** (being part of and not in addition to the **Limit of Liability**) provided that such costs are incurred reasonably and necessarily;

- b. the reasonable premium for a financial instrument (including but not limited to a bond), but not collateral for the instrument, that guarantees for a period not exceeding 12 months the **Insured Person's** contingent obligation for a specified amount if required by a Court.

Defence Costs shall not include remuneration, time, expenses or any other associated benefit or overhead of any **Insured Person** and/or any **Company**.

Discovery Period

The period (as set out in the Discovery Period Extension) commencing immediately after the expiry date of the **Period of Insurance**, during which written notice may be given to the **Insurer** of a **Claim** first made during such period or the **Period of Insurance** for a **Wrongful Act** that occurred prior to the expiry date of the **Period of Insurance**.

Employment Practice Wrongful Act

Any actual or alleged: violation of employment law or regulation or any other legal provision relating to the past, present or future employment of an individual with the **Company**.

Extradition Proceedings

Proceedings against the **Insured Person** following a request for deportation, extradition or arrest warrant (including an appeal or separate proceedings to overturn an extradition order).

Financial Institution

Any bank including any merchant or investment bank, finance company, hedge fund, insurance or reinsurance company, mortgage bank, savings and loan association, building society, credit union, stock broker, investment trust, asset management company, fund manager, or any entity established principally for the purposes of carrying on commodities, futures or foreign exchange trading, financial services or any other similar entity.

Insured Person

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

- a. trustee or committee member of the **Company**;
- b. director, officer or *de facto* director of any **Company**;

- c. any **Outside Entity Committee Member, Trustee or Director** following the exhaustion of any:

- i. indemnification provided by the **Outside Entity**; and
- ii. other collectible directors and officers or management liability cover issued to the **Outside Entity**

that protects the **Outside Entity Committee Member, Trustee or Director**;

- d. an employee of any **Company** whilst acting in a managerial or supervisory capacity for the **Company**;
- e. an employee of any **Company** to the extent that the employee is:
 - i. named as a defendant in connection with an **Employment Practice Wrongful Act**;
 - ii. joined as a party to any action against any person defined in a. to d. above.

Insured Person shall also include:

- f. the lawful spouse or civil partner (as defined in the Civil Partnership Act 2004 or any re-enactment thereof or the equivalent legislation in any other jurisdiction) of any person set out in a. to e. arising out of a **Wrongful Act** of such person and where recovery is sought solely because joint property is held or owned by or on behalf of the spouse or civil partner; and
- g. legal representatives, heirs, assigns or estates of any person set out in a. to e. above in the event of their death, incapacity, insolvency or bankruptcy where recovery is sought solely because of a **Wrongful Act** of such person.

Insured Person shall not include insolvency practitioners or external auditors.

Investigation

Any formal or official hearing, investigation or inquiry by a governmental, regulatory or judicial agency into the affairs of a **Company**, an **Outside Entity** or an **Insured Person** in their capacity as such, if an **Insured Person** receives written documentation during the **Period of Insurance** or **Discovery Period**:

- a. that legally requires such **Insured Person** to attend such hearing, investigation or inquiry; or
- b. in which the **Insured Person** is identified by an investigating authority as a subject of such hearing, investigation or inquiry.

An **Investigation** shall be deemed to be first made when the **Insured Person** is first so required or identified.

Investigation shall not include routine regulatory supervision, inspection or compliance reviews or any investigation which focuses on an industry rather than a **Company, Outside Entity or Insured Person** in their capacity as such.

Investigation Costs

All reasonable fees, costs and legal expenses (except remuneration, time, expenses or any other associated benefit or overhead of any **Insured Person** and/or the costs or overheads of any **Company**) incurred by or on behalf of an **Insured Person** to protect their interests with **the Insurer's** prior written consent which shall not be unreasonably withheld or delayed.

Limit of Liability

The amount specified as such in the **Schedule**.

Loss

Any:

- a. Amounts which the **Insured Person** is legally liable to pay for a **Wrongful Act** (including settlements, awards of damages, awards of punitive and exemplary damages, pre and post-judgment interest on a covered judgment or award, or awards of costs).
- b. **Defence Costs** incurred as a result of a **Claim** for a **Wrongful Act**

Enforceability of payment for punitive, exemplary and the multiplied portion of multiple damages shall be governed by the applicable law that most favours coverage for such damages.

With respect to civil fines and penalties imposed in relation to Section 78ff (c) (2) (B) or Section 78dd 2(g) (2) (B) of the Foreign Corrupt Practices Act, or similar legislation in any other jurisdiction, a sub-limit of £1,000,000 in the aggregate will apply (such sub-limit being part of and not payable in addition to the **Section Limit of Liability**).

Loss shall not include:

- a. criminal fines and criminal penalties;
- b. remuneration or employment related benefits;
- c. any sum pursuant to a financial support direction or contribution notice by the Pensions Regulator;
- d. taxes other than to the extent that personal liability of a director under Cover A for non-payment of corporate taxes is established by law in the jurisdiction in which the **Claim** is made and such liability constitutes **Non-Indemnifiable Loss**;

- e. any amounts which may be deemed uninsurable under the law applicable to this **Section** or in the jurisdiction in which the **Claim** is brought other than in respect of amounts which are punitive, exemplary or the multiplied portion of multiple damages as specified above;
- f. punitive or exemplary damages awarded for an **Employment Practice Wrongful Act**.

Manslaughter Allegation

Proceedings against an **Insured Person** for an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or for a breach of the Health and Safety at Work Act 1974 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction).

Non-Indemnifiable Loss

Loss in respect of which a **Company** is not able to indemnify an **Insured Person** due to legal or regulatory prohibition under any statutory law, codified law or common law; or in respect of which a **Company** is unable to indemnify due to insolvency.

Outside Entity

Any association, club, society, not for profit organisation or entity other than:

- a. a **Company**;
- b. an organisation, association or company that has a level II or III American Depositary Receipt Programme or is directly listed on an exchange in the **United States of America**;
- c. a financial institution including any bank, clearing house, depository institution, investment firm, investment advisor, investment manager, investment fund, stock broker, mortgage broker, credit institute, asset manager, private equity or venture capital company, insurance company or similar company

unless added by endorsement issued by **the Insurer**.

Outside Entity Committee Member, Trustee or Director

An employee, director, officer, trustee, committee member, governor or equivalent of a **Company** who, at the specific request of that **Company**, holds the position of director, officer, trustee, committee member, governor or equivalent of an **Outside Entity**.

Past Insured Person

An **Insured Person** who has retired from or voluntarily ceased to hold such office prior to the expiry date of the **Period of Insurance** other than a disqualified individual or where directly related to a **Change of Control**.

Policyholder

The association, club, society, not for profit organisation or entity specified as “The Insured” in the **Schedule**.

Past-claim Reputational Costs

All reasonable fees, costs and expenses for the professional advice of a **Crisis Communication Consultant** incurred by an **Insured Person** to mitigate the adverse effect on that **Insured Person’s** reputation from a covered **Claim** first made during the **Period of Insurance** or the **Discovery Period**, if applicable, for a **Wrongful Act**, by disseminating findings made in a final judicial disposition of that claim in the **Insured Person’s** favour.

Prior/Pending Litigation Date

The date specified as such in the **Schedule**.

Related Claim

Any and all **Claims** and/or **Investigations** (whether made or commenced before, during or after the **Period of Insurance**) arising out of, based upon or attributable to the same source or cause.

Reputational Crisis Costs

All reasonable fees, costs and expenses for the professional advice of a **Crisis Communication Consultant** incurred by an **Insured Person** to mitigate the adverse effect on that **Insured Person’s** reputation directly in connection with any circumstance that could reasonably lead to a covered **Claim** against an **Insured Person** for a **Wrongful Act**, and any **Claim** or any **Extradition Proceedings** brought against such **Insured Person**.

Securities

Any financial or investment instrument issued by a **Company** which denotes an ownership interest and provides evidence of a debt, a right to share in the earnings of such company, or a right in the distribution of a property.

Subsidiary

Any entity or joint venture where the **Policyholder** controls either directly or indirectly through one or more other entities on or before the inception date of this **Section** either; the composition of the board of directors or more than half of shareholder voting power or share capital.

The Insurer shall only be liable for **Loss** in respect of a **Wrongful Act** whilst such entity or joint venture is a **Subsidiary**.

United States of America

The United States of America its territories and possessions and/or any state or political subdivision thereof.

Whistleblowing Legislation

The Public Interest Disclosure Act 1998 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction).

Wrongful Act

Any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, defamation, negligence, breach of warranty of authority, breach of fiduciary duty, **Employment Practice Wrongful Act** or any other act, including

- a. with respect to shareholder derivative actions only, any proposed act;
- b. any violation of the Companies Act 2006 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction); and
- c. any violation of the Bribery Act 2010 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction)

by the **Insured Person** acting in their capacity as such or any matter claimed against the **Insured Person** solely because of such capacity.

Cover

The cover under this **Section** is afforded solely with respect to any **Claim** first made during the **Period of Insurance** (or **Discovery Period**, if applicable) and notified to **the Insurer** in accordance with the Claim Notification Condition.

A Directors & Officers Cover

The Insurer shall pay to or on behalf of an **Insured Person** any **Loss** resulting from a **Claim**.

B Company Reimbursement Cover

The Insurer shall pay to or on behalf of a **Company** any **Loss** resulting from a **Claim** to the extent that such **Company** has indemnified or agreed to indemnify an **Insured Person** in respect of such **Loss**.

C Investigation Additional Cover

The **Insurer** shall pay to or on behalf of an **Insured Person** (or a **Company** to the extent that such **Company** has indemnified an **Insured Person**) any **Investigation Costs** arising out of the **Insured Person's** preparation for or attendance at the hearing of an **Investigation** prior to the identification of a **Wrongful Act**.

Limit of Liability

The **Limit of Liability** is the aggregate limit of the **Insurer's** liability for the **Period of Insurance** and **Discovery Period** in respect of all **Loss** and **Investigation Costs** covered by the provisions of this **Section** and payable for all insurance covers and extensions regardless of the number of claims for indemnity under this **Section** and/or the number of **Insured Person's** who may claim and/or the number of Covers under which such claims may be made.

The **Limit of Liability** shall apply in excess of any applicable deductible(s).

Extensions

The following extensions to the Cover are afforded solely with respect to any **Claim** first made during the **Period of Insurance** (or **Discovery Period**, if applicable) and notified to the **Insurer** in accordance with the Claim Notification Condition, and are also subject to the general Limits, Conditions and Exclusions of this **Section** and the **Policy**.

1. Discovery Period

In the event that this **Section** is neither renewed nor replaced with directors and officers or management liability cover, then the **Policyholder** shall have the right to a **Discovery Period** of:

- a. 30 days automatically and at no additional premium; or
- b. 12 months at an additional premium of 100% of the full annual premium applicable at the expiry date of this **Section**, provided that the **Policyholder** gives the **Insurer** written notice of the election of the **Discovery Period** and pays the additional premium required to the **Insurer** within 30 days of the expiry date of the **Period of Insurance**.

There shall be no right to a **Discovery Period** in the event of a **Change of Control** or where the **Insurer** has declined to renew this **Section** due to non-payment of premium.

While this **Section** does not offer the right to a **Discovery Period** if there is a **Change of Control**, the **Insurer** may, at its sole discretion, quote for a run-off **Discovery Period** of up to 72 months upon the written request of the **Policyholder**. In considering such request, the **Insurer** shall be entitled to underwrite the exposure and to extend an offer on whatever terms, conditions and limitations the **Insurer** deems appropriate.

2. Past Insured Person

The **Insurer** shall pay to or on behalf of a **Past Insured Person**:

- a. any **Loss** arising from any **Claim** first made against such **Past Insured Person** following the expiry date of the **Period of Insurance** for a **Wrongful Act** committed before the date that they voluntarily relinquished such position; or
- b. any **Investigation Costs** in connection with any **Investigation** first made against such **Past Insured Person** following the expiry date of the **Period of Insurance**,

provided such matters are notified to the **Insurer** as soon as practicable and provided that this **Section** is not renewed or replaced with any other policy affording directors and officers or management liability cover to such **Past Insured Person**.

3. Reputational Crisis Costs

If during the **Period of Insurance** the **Policyholder** or an **Insured Person** first becomes aware of:

- a. a **Claim** for a **Wrongful Act**; or
- b. circumstances which are reasonably expected to give rise to a **Claim** for a **Wrongful Act**;

then provided that written notice is given of such matters in accordance with terms and conditions of this **Section**, the **Insurer** will pay **Reputational Crisis Costs** and **Post-claim Reputational Crisis Costs**.

It is a condition of the **Insured Persons'** right to recover such amounts hereunder that written notice must be given to the **Insurer** within 3 working days after the appointment of the selected **Crisis Communication Consultant**.

Cover under this Extension is limited to £5,000 per circumstance or where more than one **Insured Person** is named in the **Claim** or circumstance, £5,000 per **Insured Person**.

However, in no event shall the cover under this Extension exceed £50,000 in the aggregate during the **Period of Insurance**, such amount being part of the **Limit of Liability**.

Crisis Communication Consultant panel companies (and not **the Insurer**) will during the **Period of Insurance**, upon receipt of a written request from the **Policyholder**, offer at no additional charge:

- i. one private crisis communication briefing session for the benefit of directors, executive officers and invited employees of the **Policyholder**,
- ii. a written manual covering core crisis communication issues.

The services of a **Crisis Communication Consultant** referred to in this Extension are provided to an **Insured Person** by the **Crisis Communication Consultant** directly, as its client, without the supervision of **the Insurer**. Accordingly **the Insurer** cannot and does not make any warranties, guaranties or representations with respect to any such services or any failure to provide the same; and **the Insurer** shall have no liability for acts, errors or omissions of any **Crisis Communication Consultant** or otherwise for damages from the use of, or inability to use any such services.

4. Company Entity Cover

The following Cover is added to this **Section** where specified in the **Schedule** as being "Insured".

Cover

D Company Entity Cover

- i. **The Insurer** will pay to or on behalf of the **Company** all **Loss** resulting from a **Claim** against the **Company**.
- ii. **The Insurer** will pay to or on behalf of the **Company** all **Investigation Costs** in respect of an **Investigation** under the Health and Safety at Work Act 1974.
- iii. **The Insurer** will pay to or on behalf of the **Company** all **Investigation Costs** in respect of an **Investigation** under the Corporate Manslaughter and Corporate Homicide Act 2007.

Provided that

- a. the aggregate liability of **the Insurer** under this Cover D for the **Period of Insurance** and **Discovery Period** in respect of all **Loss** and **Investigation Costs** covered by the provisions of this Cover D regardless of the number of claims for indemnity under this Cover D and/or the number of entities who may claim shall not exceed a sub-limit of £500,000 or 50% of the **Section Limit of Liability** (such sub-limit being part of and not payable in addition to the **Section Limit of Liability**) whichever is the lower

- b. a **Deductible** of £5,000 will apply in respect of each and every **Claim** under this Cover D, provided always that this **Deductible** will not apply to any **Claim** which is successfully defended.

Definitions

The following Definition is amended for the purpose of Cover D only:

Insured Person shall include the **Company**.

The following Definition is added to this **Section** for the purpose of Cover D only:

Pollutants

Any substance, solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant including but not limited to asbestos or asbestos products, mycota or by-products, lead or lead containing products, smoke, vapours, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals, air emissions, odour, waste water, oil, oil products, medical waste, and waste materials. Waste materials include but are not limited to recycled, reconditioned or reclaimed nuclear materials.

The following Definition is deleted and replaced by the following for the purpose of Cover D only:

Wrongful Act

Any actual or alleged misstatement, misleading statement, error, omission, negligence, breach of trust or breach of duty by the **Company**, but not including any **Employment Practice Wrongful Act**.

Section Exclusions

The Insurer shall not be liable for any Loss or any Investigation Costs:

1. Behaviour

arising out of, based upon or attributable to:

- a. the committing of a dishonest or a fraudulent act; or
- b. the Insured Person gaining any personal profit, remuneration or advantage to which they were not legally entitled.

This Exclusion shall only apply to an Insured Person if such behaviour is established by:

- i. a final decision of a court, tribunal or regulator in the underlying proceedings; or
- ii. written admission of the Insured Person.

2. Prior Claims/Circumstances

arising out of, based upon or attributable to:

- a. any Claim, Investigation first made or commenced prior to the inception date of this Section including any Related Claim thereto irrespective of when it arises; or
- b. circumstances which have been notified under any other policy or certificate of insurance providing management liability cover and which attaches prior to the inception date of this Section.

3. Prior and Pending Litigation

arising out of, based upon, or attributable to:

- a. any legal or arbitral proceeding involving any Company or Outside Entity or any Insured Person initiated prior to, or pending at the Prior/Pending Litigation Date; or
- b. any fact, circumstance, situation, transaction or event underlying or alleged in such proceeding or alleging or deriving from the same or essentially the same facts, or that has the same source or cause as the matters alleged in such litigation;

regardless of the legal theory upon which the Claim against the Insured Person is predicated.

4. Trustees

arising out of, based upon or attributable to any Claim against an Insured Person in their capacity as:

- a. a trustee or fiduciary under law; or
- b. an administrator of any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any Company or any Outside Entity.

5. Bodily Injury and Property Damage

for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused, or damage to or loss of or destruction of any tangible property including loss of use thereof.

This Exclusion shall not apply to:

- a. Defence Costs for Non-indemnifiable Loss of any Insured Person who is a natural person or;
- b. mental anguish or emotional distress or disturbance in respect of an Employment Practice Wrongful Act.

6. Insured vs. Insured

arising out of, based upon or attributable to any Claim brought or maintained by, on behalf of or at the instigation of any Company, Insured Person, Outside Entity or any of their respective directors or officers.

This Exclusion shall not apply to an Acknowledged Insured vs. Insured Claim or Defence Costs.

7. Offering of Securities

arising out of, based upon, or attributable to any public offering of any Securities during the Period of Insurance, provided that this Exclusion shall not apply to debt offerings anywhere in the World.

8. Professional Services

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

9. Outside of the United Kingdom

in connection with any Claim

- a. arising out of, based upon or attributable to or as a consequence of any Wrongful Act committed outside the United Kingdom; or
- b. in respect of any action brought or maintained outside the jurisdiction of the United Kingdom; or
- c. in respect of any action brought or maintained within the jurisdiction of the United Kingdom to enforce a foreign judgement, whether by reciprocal agreement or otherwise.

Exclusions

The following Exclusions are added to the Section Exclusions of this Section for the purposes of Cover D only:

The Insurer shall not be liable for any Loss or any Investigation Costs:

10. **Company Entity Cover – Competition & Restraint of Trade** arising out of, based upon, or attributable to violation of any law, rule or regulation relating to competition, activities in restraint of trade, or deceptive acts and practices in trade and commerce.
11. **Company Entity Cover – Securities** arising out of, based upon, or attributable to the actual or intended private placement or public offering of any Securities during the Period of Insurance.
12. **Company Entity Cover – Patent Copyright** arising out of, based upon, or attributable to any actual or alleged infringement, misappropriation or violation of any copyright, patent, trade marks, service marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any products, technologies or services.
13. **Company Entity Cover – Contractual Liability** arising out of, based upon, or attributable to any actual or alleged contractual liability assumed by the Company under any contract or agreement; provided that this Exclusion shall not apply to Defence Costs for a Claim brought against the Company.
14. **Company Entity Cover – Pollutants** arising out of, based upon, or attributable to Pollutants; provided that this Exclusion shall not apply to:

any Claim against the Company instigated by any shareholder or group of shareholders of the Company directly or in the name of the Company without the solicitation, voluntary assistance or participation of any Insured Person.
15. **Company Entity Cover – Pension Scheme** arising out of, based upon or attributable to any Claim against any Company relating to any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any Company or any Outside Entity.

16. Company Entity Cover – Claims

arising out of, based upon, or attributable to any Claim brought or maintained by or on behalf of any Company.

17. Company Entity Cover – Employment Practice Wrongful Act

arising out of, based upon, or attributable to any Claim against the Company for an Employment Practice Wrongful Act.

18. Company Entity Cover – Tax Obligations

arising out of, based upon, or attributable to any Claim against the Company for direct or indirect tax obligations of any kind.

19. Company Entity Cover – Libel Slander Defamation or Invasion of Privacy

arising out of, based upon, or attributable to any actual or alleged libel, slander, defamation or any form of invasion of privacy.

The following Exclusions shall apply to Cover D i. only:

20. Company Entity Cover – Bodily Injury and Property Damage

for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused, or damage to or loss of or destruction of any tangible property including loss of use thereof.

21. Company Entity Cover – Products

arising out of, based upon, or attributable to the efficiency, inefficiency, performance or lack of performance, defect, or non-compliance with health and safety standards of any products, technologies or services manufactured, produced, processed, packaged, sold marketed, distributed, advertised and/or developed by the Company.

Section Claims Conditions

1. Circumstances

If during the **Period of Insurance** an **Insured Person** first becomes aware of circumstances which are reasonably expected to give rise to a **Claim** under this **Section**, then the **Policyholder** or any **Insured Person** may give notice thereof to **the Insurer** in the manner and at the address identified in the Claim Notification Condition below. In order for such notice to be effective, the notification of the circumstances must be made in writing, given during the **Period of Insurance** and include at least the following:

- a. a statement that it is intended to serve as notice of circumstances of which an **Insured Person** has become aware which are reasonably expected to give rise to a **Claim**;
- b. the reasons for expecting such **Claim** (including full particulars as to the nature and date of the possible **Wrongful Act**);
- c. the identity of any potential claimant;
- d. the identity of any **Insured Person** involved in such circumstances; and
- e. the date on, and manner in which, the **Insured Person** first became aware of such circumstances.

If during the **Period of Insurance** circumstances are notified in accordance with the requirements of this Condition, then any later **Claim** arising out of, based upon or attributable to such notified circumstances shall be accepted by **the Insurer** as having been made at the same time as the circumstances were first notified to **the Insurer**.

There shall be no cover under this **Section** with respect to any such **Claim or Related Claim** where the circumstances have not been notified in accordance with this Condition.

2. Claim Notification

The **Policyholder** or any **Insured Person** shall give written notice to **the Insurer** of any **Claim** first made against an **Insured Person** or any **Investigation** or first made during the **Period of Insurance** (or **Discovery Period**, if applicable) as soon as reasonably practicable during the **Period of Insurance** (or **Discovery Period**, if applicable). In the event that it has not been practicable for the **Policyholder** or the **Insured Person** to give notice during the **Period of Insurance** (or **Discovery Period**, if applicable), then written notice may be given within 90 days of the expiry date of the **Period of Insurance** (or **Discovery Period**, if applicable). Such notice shall be deemed to have been given during the **Period of Insurance**.

There shall be no cover under this **Section** with respect to any **Claim** which has not been notified in accordance with this Condition.

All notifications must be in writing to: Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

or by telephone to 0344 893 9500 (lines are open 9am to 5pm Monday to Friday).

3. Defence and Settlement

It shall be the duty of each **Insured Person** to defend any **Claim** made against it. **The Insurer** shall be entitled to participate fully in the investigation, defence and negotiation of any settlement of any **Claim** that involves or appears reasonably likely to involve **the Insurer**. In respect of any **Claim** brought or maintained by, on behalf of or at the instigation of any **Company, Insured Person, Outside Entity** or any of their respective directors or officers other than an **Acknowledged Insured** vs. **Insured Claim**, **the Insurer** shall have the right (but not the duty) to control the investigation, defence and negotiation of any settlement of such **Claim**.

Other than as provided in Definitions **Defence Costs a. ii.**, no **Defence Costs** shall be incurred without the prior written consent of **the Insurer**. Such consent shall not be unreasonably withheld or delayed.

The Insurer shall pay covered **Defence Costs** to or on behalf of the **Insured Person** on an as incurred basis prior to final disposition or adjudication of the **Claim** upon receipt of sufficiently detailed invoices. However, any such payments made by **the Insurer** which are subsequently determined not to be covered by this **Section** shall be returned by the **Policyholder or Insured Person to the Insurer** on demand and the **Policyholder** shall also be jointly and severally liable with the **Insured Person** to make such payment to **the Insurer** except in the case of **Non-indemnifiable Loss**.

The **Insured Person** shall assert all appropriate defences and cross claims for contribution, indemnity or damages. The **Insured Person** shall not admit liability for or settle or attempt to settle any **Claim** without the prior written consent of **the Insurer**. Such consent shall not be unreasonably withheld or delayed.

The **Insured Person** shall at its own cost and in a timely fashion provide to **the Insurer** all information and assistance as **the Insurer** may reasonably require.

4. Related Claims

If during the **Period of Insurance** (or any applicable **Discovery Period**) a **Claim** or **Investigation** is notified in accordance with the requirements of this **Section**, then any **Related Claim** made after expiry of the **Period of Insurance** (or the applicable **Discovery Period**) shall be accepted by **the Insurer** as having been:

- a. made at the same time as such notified **Claim**, **Investigation** was first made; and
- b. notified at the same time as such notified **Claim**, **Investigation** was first notified to **the Insurer**.

All **Related Claims** shall be deemed to be one single matter and deemed to be made at the same time as the first of such **Related Claims** was made or is deemed to have been made.

5. Dispute Resolution

Where, following receipt by **the Insurer** of all information reasonably required to provide such decision:

- a. a final decision has been given by **the Insurer** regarding any aspect of this **Section** or any matter relating to cover hereunder;
- b. that decision is disputed between **the Insurer** and an **Insured Person**; and
- c. such dispute cannot be resolved within 14 days of the date on which such decision is communicated to the **Insured Person** or its insurance broker,

the dispute shall be referred to arbitration by either party under The Insurance & Reinsurance Arbitration Society ("A.R.I.A.S (UK)") Arbitration Rules (save as set out below).

The Arbitration Tribunal (the "Tribunal") shall consist of three arbitrators, one to be appointed by an insured party involved in the arbitration, one to be appointed by **the Insurer** and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then, upon application, A.R.I.A.S (UK) shall appoint an arbitrator to fill the vacancy. At any time prior to such an appointment by A.R.I.A.S (UK) the party or arbitrators in default may make such appointment.

The Tribunal may at its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions. The seat of arbitration shall be London, England and the law governing the arbitration shall be the law of England & Wales.

6. Allocation

If an **Insured Person** incurs any **Loss** arising out of a **Claim** or any **Investigation Costs** in connection with an **Investigation** that includes both covered and non-covered matters or that is made against both covered and non-covered parties, then the **Insured Person** and **the Insurer** shall use their best efforts to agree upon a fair and proper allocation of the proportion of the **Loss** or **Investigation Costs** covered hereunder, having regard to the relative legal and financial exposures.

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

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

7. Priority of Payment of Claims

If the Insurer is liable to make any payment for Loss or Investigation Costs covered under this Section, then at the time that such payment is due the Insurer will (subject always to the Limit of Liability):

- a. first, seek to agree with the Insured Person and/or Company entitled to such payment to pay any Loss and Investigation Costs for which cover is provided to a natural Insured Person;
- b. thereafter, where Loss or Investigation Costs remain for which cover is provided to a Company, the Insurer may request the Policyholder to elect in writing:
 - i. to stipulate the order and the amounts in which such Loss or Investigation Costs are to be discharged;

or

- ii. to receive such balance to be held on behalf of any Company who has incurred such Loss or Investigation Costs.

In the event that no such agreement can be reached, the Insurer shall make payments as they fall due under this Section without regard to this Condition.

In the event that the Company becomes insolvent, this Condition shall not relieve the Insurer of the obligation to seek to agree to prioritise payment of Loss or Investigation Costs under this Section.

Subject to the Limit of Liability, payment pursuant to this Priority of Payment of Claims

Condition shall fully discharge the Insurer from its obligations under this Section.

8. Subrogation

In the event of a payment under this Section, the Insurer shall be subrogated to all applicable rights of recovery of the Policyholder and any Insured Person in respect of such payment. In addition, the Policyholder and Insured Person shall execute all and any documentation and undertake any action necessary to enable the Insurer to bring a recovery action or suit (at the Insurer's option) in the name of the Insurer or (as applicable), the Policyholder or Insured Person. Any recovery received shall first be applied against any payment made by the Insurer with any balance remaining thereafter being remitted to or retained by the Policyholder or Insured Person.

The Insurer shall not exercise any right of subrogation against an Insured Person unless it is established that such Insured Person has committed a deliberate criminal act or obtained any profit or advantage to which such Insured Person was not legally entitled in accordance with Exclusion 1.

Section General Conditions

1. Severability

For the purposes of determining the availability of coverage under this Section (including the application of any Exclusion), no fact pertaining to, knowledge possessed by, or conduct of one Insured Person shall be imputed to any other Insured Person.

2. Non-Avoidance

The Insurer shall not avoid this Section or any severable part of the Section or exercise any other legal remedy on the grounds of misrepresentation or non-disclosure, save in the case of fraudulent misrepresentation or fraudulent non-disclosure.

If there has been fraudulent misrepresentation or fraudulent non-disclosure, then the Insurer shall be entitled to avoid this Section *ab initio* with respect to:

- a. an Insured Person who has fraudulently misrepresented or fraudulently non-disclosed material information prior to the conclusion of this contract; or
- b. cover for the Company under Cover B, Cover C and Cover D (where operative) where the fraudulent misrepresentation or fraudulent non-disclosure was made by the chief executive officer and/or the chief financial officer and/or the chief operating officer and/or the chief risk officer or equivalent position of that Company or of the Policyholder.

3. Change of Control

The Insurer shall not be liable for any Loss or any Investigation Costs arising out of, based upon or attributable to a Wrongful Act committed after a Change of Control or in respect of any Company when an administrator, liquidator or receiver (or the equivalent in any jurisdiction) is appointed to such Company.

4. Assignment

This Section and any rights under or in respect of it cannot be assigned by the Policyholder or any Insured Person without the prior written consent of the Insurer and any assignment in breach of this Condition shall be null and void.

5. Governing Law and Jurisdiction

This Section shall be governed by the laws of, and subject to the exclusive jurisdiction of the Courts of England and Wales.

6. Contracts (Rights of Third Parties) Act 1999

This Section is not intended to confer any directly enforceable benefit upon any third party other than a Company or an Insured Person and no other third parties shall acquire any rights in relation to this Section under the Contracts (Rights of Third Parties) Act 1999, or any re-enactment thereof, to enforce any term of this contract or otherwise.

7. Plurals, Headings and Titles

The descriptions in the headings and titles of this **Section** are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. Words that are not specifically defined in this **Section** have the meaning normally attributed to them.

8. Deductible

A **Deductible** shall apply with respect to each and every **Claim** other than for **Non-indemnifiable Loss**.

In the event that the **Policyholder** and/or the relevant **Subsidiary** does not indemnify an **Insured Person**, the **Insurer** shall advance the **Loss** covered by the provisions of this **Section** to such **Insured Person**. However, any applicable **Deductible** shall then become immediately payable by the **Policyholder** and/or the **Subsidiary to the Insurer**.

9. Other Insurance

Unless otherwise required by law, cover under this **Section** is provided only as excess over any other valid and collectible insurance, unless such insurance is written as specific excess insurance over the **Limit of Liability**.

Other insurance shall be regarded as valid and collectible if there is an entitlement to indemnity thereunder in respect of **Loss** covered under this **Section**, or if there would be such an entitlement to indemnity but for the existence of this **Section** and/or but for any provision in such other policy to the same or similar effect as General Condition 9 of this **Section**.

10. Sanctions

This **Section** does not provide any cover or benefit for any business or activity to the extent that

- i. such cover or benefit and/or
- ii. such business or activity

would violate any applicable economic or trade sanction law or regulations of the UN and/or the EU/EEA and/or any other applicable national economic or trade sanction law or regulations.

11. Administration

The **Policyholder** shall act on behalf of itself and each and every **Subsidiary** and each and every **Insured Person** with respect to:

- a. **Claim** notifications;
- b. the necessary notifications regarding any new **Subsidiary**;
- c. the payment of the premium and any additional premiums and the receipt of return premiums that may become due under this **Section**;
- d. the receipt and acceptance of any endorsements issued by **the Insurer** to form part of this **Section**; and
- e. the exercising or declining of any right to a **Discovery Period**.

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