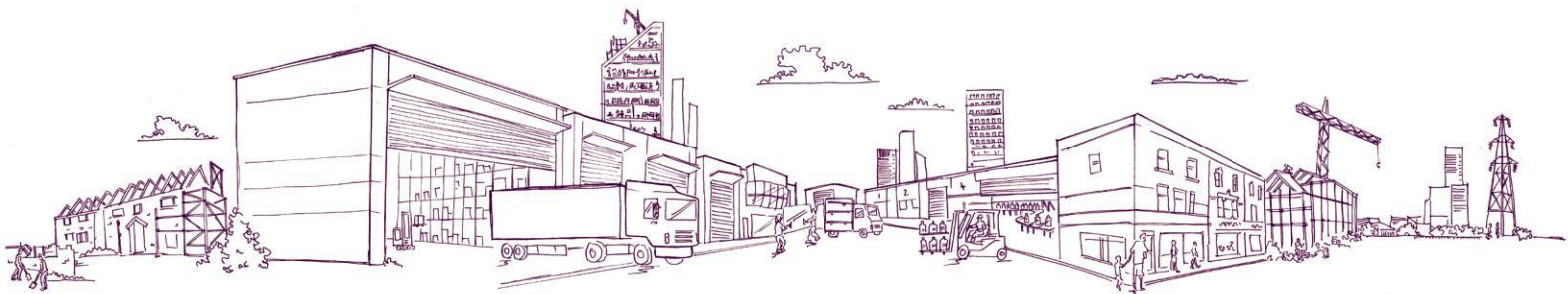




POLICY DOCUMENT

SPORT & LEISURE LIABILITY



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About Your Policy

This Policy has been produced by Pen Underwriting Limited a Managing General Agent of the Insurers stated in The Schedule. The Insurers have delegated authority to Pen Underwriting Limited to underwrite Insurance and handle Claims for You on their behalf.

This Policy wording explains the insurance provided under this contract. The Policy is a contract between You and the insurer(s) stated in The Schedule. Any reference in this document to 'We', 'Us', 'Our' or the 'Insurer' is a reference to the insurer(s) stated on The Schedule.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair to the extent of and subject to the terms contained in or endorsed on the policy

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions, Conditions and Exclusions.

An Endorsement forms an addition to the Section and varies the insurance provided by the Section.

The Schedule or Appendix and any Endorsement should be read together for precise details of Your insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects Your circumstances and that the cover provided suits Your requirements.

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require You to take action.

Duty of Fair Presentation

This Policy is a contract between You and the Insurer.

Please read the whole document carefully. It is arranged in different Sections. It is important that

- You are clear which Sections You have requested and want to be included;
- You understand what each Section covers and does not cover;
- You understand Your own duties under each Section and under the insurance as a whole.

Please contact Your broker immediately if this Document is not correct or if You would like to ask any questions.

Important Notice:

You are required to make a fair presentation of the risk to Insurers.

If You breach Your duty to provide a fair presentation and any such breach was deliberate or reckless,

Insurers may regard the Policy as void and are not required to return any paid Premium to You.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if You had complied with the duty of fair presentation:

1. Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid (and, if applicable, You must return any payments made by Insurers under the terms of the Policy).
2. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce the amount to be paid on a Claim (and, if applicable, the amount already paid on prior claims) by the proportion the premium actually paid bears to the premium that would have been charged. This remedy may apply in addition to the remedy at 2. above.

Terms and Conditions

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if You show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

If You breach any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Authorised Signatory
Jonathan Turner



Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493).

Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales. Company Number: 5172311.

Complaints

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:
Pen Underwriting Limited
Complaints 7th Floor Spectrum
Building 55 Blythswood Street
Glasgow
G2 7AT

Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

You can also contact Your Insurer, contact details can be found in The Schedule.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:
The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

You can visit the website at www.fscs.org.uk

Notification of a circumstance for Claims Made covers

You shall give Us notice as soon as reasonably practicable of any Circumstances of which You first becomes aware during the Period of Insurance.

If such notice is given, provided that We accept it as a proper notification of Circumstances, any Claim covered pursuant to this Policy which is subsequently made and which arises out of the Circumstances, shall be deemed to have been first made against You and reported to Us at the time such notice was received.

Such notice must be given in writing or by an agreed electronic format. For details on how to notify Your Claim, please refer to Your Schedule.

The Law that governs this Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law

and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Data Protection

Pen Underwriting Limited are the data controller of any information You provided to Us or personal information that has been provided to Us by a third party. We collect and process information about You in order to arrange insurance policies and to process claims. Your information is also for business purposes such as fraud prevention and detection and financial management. This may involve sharing Your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers professional advisors, our regulators, police and government agencies and fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how Your information is used and Your rights in relation to Your information, please see our Privacy Policy – <https://www.penunderwriting.co.uk/Privacy-and-Cookies>.

If You are providing personal data of another individual to us, You must tell them You are providing their information to Us and show them a copy of this notice.

How to make a claim

At Pen Underwriting (Delegated) We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

We have assembled an experienced team who embody Our three key principles of:

Partnership – Working together to achieve the optimum outcome to the claim

Expertise – We employ staff and engage service providers who are experts in their field

No-nonsense – We apply a flexible and proactive approach to the claims process

To report a claim, please contact:

Claims Telephone Number – 03330 107 190

Claims Email Address –
Uk.newclaims@penunderwriting.com

Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

Business

means Your business as stated in the Schedule and includes all activities with The Sport or activity including responsibilities as landlords, tenants, property owners and organisers of social and fund raising activities

Company/Our/Us/We

means insurers whose identity is stated in the Endorsement entitled Identity of Insurers attaching to the Schedule

Coach(es)/Referee(s)

means as a Member of the Club, Association, League or entity who is accredited and qualified in whose identity is stated in the Endorsement entitled Identity of Insurers attaching to the Schedule

Contractual Liability

means liability attaching to You by virtue of a contract but which would not have attached in the absence of such contract

Conveyance

means any water and or air and or road and or rail conveyances of every description

Damage

means physical loss or destruction of or damage to Property

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Electronic Data

means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Employee(s)

means

- 1) anyone under a contract of service or apprenticeship with You
- 2) any
 - a) labour master or labour only subcontractor or person supplied or employed by them
 - b) self-employed person
 - c) person hired to or borrowed by You
 - d) person engaged under a work experience youth training or similar scheme
 - e) voluntary helper
 - f) outworker or homeworker

under Your control and supervision while working for You in connection with Your Business

Endorsement(s)

means the document(s) detailing modifications made to the insurance provided under the Policy or Section

Event

means any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause

Excess

means the amount You or any party entitled to indemnity will contribute in relation to every Event insured each and every loss before We assume any responsibility to make a payment for Damage to Property and applies after the application of all other terms and Conditions

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

Incident

means any Member, temporary player or other person actively engaged in and appropriately registered for the purpose of playing The Sport or activity named in the Schedule

Insured/You/Your

means the person or corporate body or organisation detailed in the Schedule

Microchip

means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

Period of Insurance

means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium

Pollution or Contamination

means

- 1) pollution or contamination of Buildings or structures or of water or land or the atmosphere

and

- 2) all loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

Property

means material property

Proposal

means any completed proposal form and or information provided by You or on Your behalf in connection with this insurance Policy including all declarations and or statement of fact and or instructions

Schedule

means the document stating the operative Section(s) You have chosen the Period of Insurance and details Your

Business the Limit of Liability or Sum Insured and or Total Sum Insured and or Insurance Provided under the Sections(s)

Section(s)

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

System

means computers other computing and electronic equipment linked to a computer hardware software programs data processing equipment Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Territorial Limits

means Great Britain Northern Ireland the Isle of Man or the Channel Islands but not Offshore Activity

The Sport

means being physically engaged in Sport(s) specified in the Schedule and include all official activities connected therewith

Virus

means programming code designed to achieve an unexpected unauthorised and or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer Systems via networks extranets internet electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not

Policy Conditions

Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 3) the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing

Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair

presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

$X = \frac{\text{premium charged}}{\text{premium that would have been charged if You made a fair presentation of the risk}} \times 100$

- 4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

Conditions Precedent and Warranties

It is a condition precedent to Our liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and

- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude,

limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred."

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from

date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy

Cancellation

- 1) Your rights
 - 1.1) You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later (this is known as the 'cooling off' period).

You may exercise this right by writing to Your insurance adviser or Us instructing cancellation and returning all documentation to Your insurance advisor. We will refund the full amount of any premium paid by You.

If a claim has been made or an incident notified to Us that could give rise to a claim during the 'cooling off' period that Policy will be treated as in force and no such refund will be made.

This right does not apply at the first or any subsequent renewal of this Policy

- 1.2) You may cancel this Policy after the 'cooling off' period by sending written notice of cancellation by registered post to Your insurance advisor. Such cancellation will be effective no more than sixty days after the date of posting. At Our discretion, in the event of non-payment of premium the cancellation shall be effective ten days after the date of posting. Sending notice by registered post shall be sufficient notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance.

If You cancel this policy then You may be entitled to a proportionate refund premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim, during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spend period, the cost of the claim will be deducted from the return premium payable. The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding.

- 2) Our rights

We may cancel this Policy at any time by providing You with 14 days' notice of cancellation by recorded delivery letter to Your last known Business address.

If We cancel the Policy then You will be entitled to a proportionate refund of the premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim during the Period of Insurance when no refund of premium will be made.

- 3) Certificate of Insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover.

Claims (Action to be taken by You)

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

- 1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event
- 2) provide all additional information We may require within the time stipulated by Us
- 3) forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto

- 4) give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry
- 5) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre-action protocols as may be in force
- 6) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

Claims (Conduct and Control)

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require

Claims (Subrogation)

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Us

Premium Adjustment

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us

At Our request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

Reasonable Precautions

You shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain Your premises and machinery and everything used in Your Business in proper repair

SPORT & LEISURE LIABILITY POLICY – POLICY CONDITIONS

- 3) in the selection and supervision of Employees
- 4) to comply with all statutory and other obligations and regulations imposed by any authority
- 5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent out liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Subjectivity

- 1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You
 - 1.1) providing Us with any additional information requested by the required date(s)
 - 1.2) completing any actions agreed between You and Us by the required date(s)
 - 1.3) allowing Us to complete any actions agreed
- 2) If We require You must allow Us access to Your premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option

- 2.1) modify the premium
- 2.2) issue a mid-term Endorsement to the Policy or

Section terms Conditions and Exclusions

- 2.3) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)
- 2.4) exercise Our right to cancel the Policy
- 2.5) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until they

agree otherwise in writing. If You disagree with Our requirements and or decisions We will consider Your comments and where We consider appropriate We will continue to negotiate with You or Your insurance adviser and or representatives to resolve the matter to Your and Our satisfaction

In the event that the matter cannot be resolved

- 1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies
- 2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law

Rights of Third 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 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 that Act

Assignment

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent

We 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 Policy and or any Section of this Policy

Several Liability

Our liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. We are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co-Insurer who for any reason does not satisfy all or part of its obligations.

Policy Exclusions

War and similar risks

Not applicable to Employers' Liability Subsection of the Liability Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability
 - 2.1) war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority
 - 2.2) any action taken in controlling preventing suppressing or in any way relating to 2.1) above

Radioactive and Other Contamination

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - 2.1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 2.2) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

Date Recognition

Not applicable to Employers' Liability Subsection of the Liability Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss

- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any
 - 2.1) computer data processing equipment or media Microchip integrated circuit or similar device or
 - 2.2) other equipment or System for processing storing or retrieving data or
 - 2.3) computer software whether Your Property or not to
 - a) recognise correctly any date as its true calendar date
 - b) capture save retain or correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
 - c) capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date

but indemnity shall apply under all Sections except the Employers' Liability Subsection of the Liability Section

Loss of Electronic Data

Not applicable to Employers' Liability Subsection of the Liability Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from any Damage destruction distortion erasure corruption or alteration of Electronic Data arising from any cause whatsoever including but not limited to Virus or any loss of use reduction in functionality cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or Event contributing concurrently or in any sequence to the Damage destruction distortion erasure corruption alteration reduction cost or expense
- 3) any other cause or Event contributing concurrently or in any sequence to the Damage destruction distortion erasure corruption alteration reduction cost or expense provided that this Policy Exclusion shall not apply to the indemnity provided under the

SPORT & LEISURE LIABILITY POLICY – POLICY EXCLUSIONS

- 3.1) Public and Products Liability Subsections of the Liability Section against legal liability in respect of accidental
- i) Bodily Injury to any person
 - ii) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Sanction Limitation and Exclusion

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

Liability Section

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Asbestos

means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos asbestos fibres or particles or any derivatives of asbestos

Bodily Injury

means physical or mental injury including death illness disease mental anguish or shock but not defamation

Offshore Activity

means any work on or visit to an Offshore Installation from the time of embarkation onto a conveyance at the point of final departure to such Offshore Installation until the time of disembarkation from a conveyance onto land on return from such Offshore Installation

Offshore Installation

means any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk landing ramp bridge walkway accommodation or other connected structure which has been is or will be engaged in Production

Principal

means any person employer firm company ministry or authority for whom You carry out a contract for the performance of work

Product Supplied

means any product or thing (including containers packaging or labelling) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by You in the course of Your Business in or from the Territorial Limits

Offshore Production

means the processes of prospecting for or extraction separation storage treatment or distribution of oil or gas

Terrorism

means any act including but not limited to the use of force or violence and or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisations or governments committed for political religious ideological or similar purposes and or to put the public or any section of the public in fear

Employers' Liability Subsection

Subsection Cover

We will indemnify You against legal liability for damages in respect of Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits arising out of and in the course of employment with You in connection with Your Business

Limit of Liability

Our Limit of Liability for damages costs and expenses payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule

Provided that the amount of the above stated Limit of Liability shall not exceed £5,000,000 for Bodily Injury caused by Asbestos or Terrorism

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Unsatisfied Court Judgments

Where a judgment for damages has been obtained by any Employee or the legal personal representatives of any

Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with You in connection with Your Business and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then at Your request We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- 1) the judgment for damages has been obtained against any company or individual operating from or resident in Premises within the Territorial Limits in any court situated in the Territorial Limits
- 2) there is no appeal outstanding
- 3) if any payment is made by Us the Employee or their legal personal representatives shall assign the judgment to Us
- 4) this Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance
- 5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule

Work Overseas

The indemnity provided shall extend to apply in respect of liability for Bodily Injury caused to any Employee whilst

undertaking work on a temporary basis within any country outside of the Territorial Limits which is a member of the European Union provided that

- 1) any such Employee is ordinarily resident within the Territorial Limits
- 2) We shall not provide indemnity in respect of any amount payable under Workers' Compensation Social Security or Health Insurance legislation

SPORT & LEISURE LIABILITY POLICY – LIABILITY SECTION

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of which compulsory insurance or security is required to be arranged by You under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
- 2) caused by or arising from any Offshore Activity

Public Liability Subsection**Subsection Cover**

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property
- 3) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- 4) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business

Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that
 - 1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism
- 2) unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Buildings Temporarily Occupied

Subsection Exclusion 5.2) shall not apply to liability for Damage to buildings including contents therein which are not owned leased or rented by You but are temporarily occupied by You for the purpose of maintenance alteration extension installation or repair

Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of Damage arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time) not otherwise insured hereunder and first made against You during the Period of Insurance provided that:

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed £1,000,000 or the amount stated as Limit of Indemnity in the Schedule to this Subsection, whichever is lower
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) We shall not provide indemnity
 - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
 - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
 - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
 - 3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
 - 3.6) against Contractual Liability
 - 3.7) against liability in respect of Bodily Injury to any person or Damage to Property

Defective Premises Act

The indemnity provided by this Subsection shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises previously owned or occupied by You for purposes pertaining to Your Business and which have since been disposed of by You provided that We shall not provide indemnity against liability

- 1) for which indemnity is provided by any other insurance
- 2) for the costs of remedying any defect or alleged defect in such Premises

Leased or Rented Premises

Subsection Exclusion 5.2) shall not apply to liability for Damage to Premises including their fixtures and fittings leased or rented to You provided that We shall not provide indemnity against

- 1) Contractual Liability
- 2) the first £500 of each and every Event of Damage to Premises caused other than by fire or explosion

Motor Contingent Liability

Notwithstanding Subsection Exclusions 2.3) We will indemnify You and no other person for the purpose of this Extension against legal liability for damages in respect of Bodily Injury or Damage to Property caused by or arising

from any motor vehicle or trailer attached thereto which do not belong to or are provided by You being used in the course of Your Business provided that We shall not provide indemnity against liability

- 1) in respect of Damage to any such vehicle or trailer or Property conveyed therein or thereon
- 2) for which indemnity is provided by any other insurance
- 3) caused or arising whilst such vehicle or trailer is
 - 3.1) engaged in racing pace-making reliability trials or speed testing
 - 3.2) being driven by You
 - 3.3) being driven with Your general consent or Your representative by any person who to Your knowledge or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - 3.4) used elsewhere other than within the Territorial Limits

Motor Vehicles

Subsection Exclusions 2.3) shall not apply to liability caused by or arising from

- 1) the use of plant as a tool of trade at Your Premises or on any site at which You are working
- 2) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- 3) Damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that We shall not provide indemnity against liability
 - a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - b) for which indemnity is provided by any other insurance

Overseas Personal Liability

We will indemnify You or at Your request

- 1) any director partner or Employee of Your Business
- 2) any spouse or child of Yours or any persons stated who are accompanying such persons

against liability incurred by such persons in a personal capacity in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with Your Business provided that

- 1) any person entitled to indemnity under this Extension shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply
- 2) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified
- 3) We shall not provide indemnity
 - against 3.1) Contractual Liability
 - 3.2) liability for which indemnity is provided by any other insurance
 - 3.3) liability in respect of Damage to Property belonging to or in the custody of or under the control of any person entitled to indemnity under this Extension
 - 3.4) liability in respect of Bodily Injury to any person entitled to indemnity under this Extension
- 4) liability caused by or arising from
 - 4.1) the ownership or occupation of land or buildings
 - 4.2) the carrying on of any business profession trade or employment
 - 4.3) the ownership possession or use of animals other than horses or domestic dogs or cats

Pollution or Contamination Clean Up Costs

These definitions apply to this Extension wherever these words or phrases appear with an upper case letter

Environmental Legislation

means any legislation for the protection of the environment or control of Pollution or Contamination

Pollution or Contamination

means all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

Remediation

means works or operations to treat remove or dispose of Pollution or Contamination but excludes works or operations to

- 1) reinstate reintroduce or restore flora or fauna
- 2) restore natural habitats or species protected under Environmental Legislation

We will also indemnify You in respect of Pollution or Contamination occurring within the Territorial Limits caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance and We will also indemnify You against

- 1) the costs of any Remediation legally required or ordered by any statutory authority or regulator acting

SPORT & LEISURE LIABILITY POLICY – LIABILITY SECTION

in accordance with the terms of any Environmental Legislation to be conducted by You and

- 2) liability for the costs of any Remediation conducted by any statutory authority or regulator and legally sought from You by that statutory authority or regulator in accordance with the terms of any Environmental Legislation provided that

2.1) all Pollution or Contamination which arises out of one Event shall be deemed to have occurred at the time such Event takes place

2.2) under this Extension We shall indemnify You only to the extent that the Remediation to which the indemnified costs relate is the minimum necessarily conducted under the provisions of Environmental Legislation

2.3) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation arising out of Pollution or Contamination

- a) occurring outside the Territorial Limits
- b) consisting of any radioactive substances or Asbestos
- c) caused by any Product Supplied
- d) caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road) marine vessel or aircraft
- e) arising out of genetically modified organisms

2.4) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation carried out on or in order to protect any Property belonging to or in Your custody or under the control other than premises leased rented hired and not belonging to You but temporarily occupied by You for the purpose of maintenance alteration extension installation or repair

2.5) Our liability under this Extension for costs payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not in the aggregate exceed £100,000 and the total amount payable

- a) under this Extension and
- b) otherwise under this Subsection for all damages in respect of Pollution or Contamination as defined in Policy Definitions which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate during any one Period of Insurance the amount stated as the Limit of Indemnity for this Subsection in the Schedule

2.6) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation to the extent they relate to

- a) any measures to prevent the spread of any Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination
- b) the removal or disposal of any waste deposited by You or on Your behalf
- c) any amounts payable by way of compensation to third parties affected by such Pollution or Contamination
- d) any amounts payable by way of fines or penalties
- e) any costs and expenses incurred by You or prosecution costs and expenses awarded against You in connection with any criminal proceedings arising out of the Pollution or Contamination
- f) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to Event that caused the Pollution or Contamination

Work Overseas

The indemnity provided shall extend to apply in respect of liability caused by or arising from

- 1) work being undertaken on a temporary basis by any person within any country outside of the Territorial Limits which is a member of the European Union

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business
- 2) caused by or arising from the ownership or possession or use by You or on Your behalf of any
 - 2.1) aircraft or aerospace device or hovercraft
 - 2.2) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length
 - 2.3) mechanically propelled vehicle
 - a) for which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - b) where indemnity is provided by any other insurance.

- 3) caused by or arising from any Product Supplied after it has ceased to be in Your custody or under Your or any Employees control other than food or drink for consumption on Your Premises
- 4) Contractual Liability unless the sole conduct and control of claims is vested in Us but We will not in any Event provide indemnity in respect of liquidated damages or liability under any penalty clause or Damage to Property which comprises contract works executed
- 5) in respect of Damage to
 - Property 5.1) belonging to You
 - 5.2) in Your or any Employees custody or under their control other than personal effects including vehicles and their contents of any visitor director partner and or Employee of Yours
 - 5.3) being that part of any Property on which You or any Employee or agent of Yours is or has been working where Damage arises out of such work
- 6) for the Excess amount stated in the Schedule to this Subsection other than in respect of Damage to Premises including their fixtures and fittings leased rented or hired to You

Products Liability Subsection Cover

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property

occurring during the Period of Insurance anywhere in the world and caused by or arising from any Product Supplied

Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event and in the aggregate in respect of all Events during any one Period of Insurance shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that
 - 1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism
- 2) unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Consumer Protection & Food Safety Acts

We will provide indemnity to You and at Your request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) We shall not provide indemnity in respect
 - of 2.1) fines or penalties of any kind
 - 2.2) any circumstances for which indemnity is provided by any other insurance
 - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 2.4) proceedings which arise out of any activity or risk excluded from this Policy
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business
- 2) in respect of Damage to or the costs or expenses of recalling repairing replacing altering removing or making any refund in respect of any Product Supplied caused by or arising from
 - 2.1) any defect in or the harmful nature of or the unsuitability for its intended purpose of such Product Supplied
 - 2.2) an error or fault in connection with the sale supply or presentation of such Product Supplied
- 3) caused by or arising from any Product Supplied whilst in Your custody or under Your or any Employees control
- 4) caused by or arising from any Product Supplied which to Your knowledge for
 - 4.1) use in or on any aircraft or aerospace device

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- 4.2) aviation or aerospace purposes
- 4.3) use in the safety or navigation of marine craft of any sort
- 5) caused by or arising from any Product Supplied which to Your knowledge is for use in or supply to the United States of America or Canada
- 6) arising from a Contractual Liability other than liability arising out of a condition or warranty of goods implied by law
- 7) for the Excess amount stated in the Schedule to this Subsection

Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Additional Activities

We will provide indemnity in respect of liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to Your Business

- 1) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services
- 2) the ownership repair maintenance and decoration of Your Premises
- 3) private work carried out by any Employee with Your consent for any director partner or senior official of Yours
- 4) participation in exhibitions trade fairs conferences and the like
- 5) sponsorship of events or organisations or entities or individuals
- 6) repair maintenance or servicing of Your own mechanically propelled vehicles
- 7) provision of gifts and promotional material

Claimants' Costs and Expenses

We will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies

Costs of Court Attendance

If any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will reimburse You at the following rates per day for each day on which attendance is required

- 1) any director or partner of the Insured £500
- 2) any Employee £250

Cross Liabilities

If the Insured comprises of more than one party We will under the Public Liability and Product Liability Subsections provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

Defence Costs and Expenses

We will provide indemnity in respect of all

- 1) costs incurred with Our written consent of legal representation at any
 - 1.1) coroner's inquest or other inquiry in respect of any death
 - 1.2) proceedings in any court in respect of any act or omission causing or relating to any Event
- 2) other costs and expenses incurred with Our written consent in relation to any matter

Health and Safety at Work Act

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) We shall not provide indemnity in respect
 - of 2.1) fines or penalties of any kind
 - 2.2) any circumstances for which indemnity is provided by any other insurance
 - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission
 - 2.4) proceedings which arise out of any activity or risk excluded from this Policy
 - 2.5) proceedings which relate to the health safety or welfare of any Employee unless the Employers Liability Subsection is operative at the time when the offence was committed
 - 2.6) proceedings which relate other than to the health safety or welfare of any Employee and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed

- 2.7) proceedings which relate to Products Supplied unless Products Liability Subsection is operative at the time when the offence was committed
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Indemnity to Other Persons

We will also provide indemnity as if a separate Policy had been issued

- 1) to the legal personal representatives of Yours or any other person entitled to indemnity under this Policy but only in respect of liability incurred by You or such other person
- 2) to any Principal but only to the extent required by the contract for work and not any Principal who is located within the United States of America or Canada
- 3) to any owner of plant hired to You but only to the extent required by the conditions of the contract of hire not any such owner who is located within the United States of America or Canada
- 4) at Your request to
 - 4.1) any officer or member of Your catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
 - 4.2) any director or partner or Employee of Yours while acting in connection with Your Business in respect of liability for which You would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against You

provided that

- a) any persons specified above shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply
- b) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

Manslaughter and Corporate Manslaughter Defence Costs

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such

proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) Our liability under this Extension for all costs and expenses shall not exceed £5,000,000 or the amount stated as the Limit of Liability for the Public Liability Subsection in the Schedule whichever is the lower in the aggregate during any one Period of Insurance
- 3) all amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability
- 4) We agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment
- 5) We shall not provide indemnity in respect of
 - 5.1) fines or penalties of any kind or the cost of implementing any remedial order or publicity order
 - 5.2) costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against You or any other person entitled to indemnity at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed
 - 5.3) costs and expenses for which indemnity is 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 proceedings
 - a) brought within any country outside of the Territorial Limits
 - b) consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - c) which arise out of any activity or risk excluded by this Policy
 - d) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business
 - e) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed

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- f) which relate to Products Supplied unless the Products Liability Subsection is operative at the time when the offence was committed
- 6) the director or partner or Employee shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Section Conditions**Avoidance of Certain Terms and Rights of Recovery**

The indemnity provided under the Employers' Liability Subsection is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees within the Territorial Limits or Offshore Installations within the continental shelf around those countries may require but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

Claims (Contribution)

If at the time of any Event to which this Section applies there is or but for the existence of this Section there would be any other insurance covering the same Damage or liability We shall not be liable under this Section except in respect of any Excess beyond the amount which would be payable under such other insurance had this Section not been effected

Claims (Discharge of Liability)

We may at any time at Our sole discretion

- 1) under Employers Liability Subsection pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims
- 2) under Public Liability or Products Liability Subsections pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment

provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability applicable Our liability under Public Liability or Products Liability Subsections for costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims

Section Exclusions

We shall not provide indemnity

- 1) under the Public Liability or Products Liability Subsections against liability in respect of Pollution or Contamination occurring

- 1.1) within the United States of America or Canada
- 1.2) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance

provided that

in respect of any liability for which indemnity is not excluded under Exclusion 1. 2) above

- a) all Pollution or Contamination which arises out of one Incident shall be deemed to have occurred at the time such Incident takes place
- b) the liability for all damages under the Public Liability or Products Liability Subsections payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate

the amount stated in the Schedule as the Limit of Indemnity for the Public Liability or Products Liability Subsections

- 2) under the Public Liability or Products Liability Subsections against liability caused by or arising from design or specification You provided for a fee
- 3) under the Public Liability or Products Liability Subsections against liability
 - 3.1) in respect of mental injury mental anguish or shock or fear of suffering death Bodily Injury illness or Disease arising out of the actual alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos
 - 3.2) for the costs of management including those of any persons under any statutory duty to manage removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos
- 4) against liability for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages

Professional Indemnity

This policy (and the schedule which forms an integral part of the policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not please advise your St Benedicts Limited t/a STB Insurance Brokers immediately.

The Insurer and the Insured agree that

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

The Proposal and any information supplied by the Insured shall be incorporated in the contract

The Insurer will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium.

Definitions

For the purposes of Professional Indemnity Insurance

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| <p>1 asbestos risks means</p> <p>a) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials</p> <p>b) the release of Asbestos Dust</p> <p>c) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials</p> <p>2 asbestos means</p> <p>crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals</p> <p>3 asbestos dust means</p> <p>fibres or particles of Asbestos</p> <p>4 asbestos containing materials means</p> <p>any material containing Asbestos or Asbestos Dust</p> <p>5 bodily injury means</p> <p>death disease illness or bodily or mental injury</p> <p>6 claim means</p> <p>a) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or</p> <p>b) a reference to or notification of intention to commence or the commencement of</p> | <p>proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or</p> <p>c) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or</p> <p>d) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules</p> <p>7 defence costs means</p> <p>all costs and expenses (other than costs incurred in connection with Claims Condition 8B) Dishonesty and Fraud) which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this Insurance and in connection with any circumstances which might give rise to a Claim</p> <p>The Insurer shall not unreasonably withhold its consent to the incurring of Defence Costs</p> <p>8 documents means</p> <p>all</p> <p>a) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)</p> <p>b) computer systems records the property of the Insured or for which the Insured is responsible</p> <p>9 endorsement means</p> <p>an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule</p> <p>10 insured's contribution means</p> <p>the amount for which the Insured is responsible under Insurance Clauses 1 (Civil Liability) and 2 (Awards by Ombudsmen) of this Insurance in respect of any one Claim.</p> <p>The Insured's Contribution shall not apply to Defence Costs</p> <p>All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim</p> <p>11 insurer means</p> <p>Argo Direct Limited on behalf of ArgoGlobal SE. Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.</p> |
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SPORT & LEISURE LIABILITY POLICY – PROFESSIONAL INDEMNITY

- 12 member means
a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000
- 13 microchip means
a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers
- 14 north america means
the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof
- 15 north american claim means
each and every Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply
- 16 predecessors means
any person practice or other firm to which the Insured has succeeded
- 17 professional business means
professional services undertaken by or on behalf of the Insured or the Predecessors in connection with the Business defined in the Schedule
- 18 proposal means
the proposal form or Statement of Fact and any declaration completed in respect of this Insurance including any renewal declaration and any information supplied by or on behalf of the Insured in addition to or in substitution for these documents
- 19 statement of fact means
the document which provides details of
- a) the Insured and all material information relevant to this Insurance
 - b) assumptions made by the Insurer about material information
- If this information or these assumptions are incorrect the Insured must inform the Insurer as soon as possible
- 20 system includes:
computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

- 21 terrorism means
an act of any person acting on behalf of or in connection with any individual or 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 government whether legally established or not
- 22 virus means
programming code or series of instructions designed to achieve an unexpected unauthorised or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not
- 23 war risks means
war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Interpretation

In this Insurance

- 1 the singular includes the plural and vice versa
- 2 the male gender includes the female and neutral genders
- 3 references to any Act or law include any rule order regulation or other similar instrument made there under and shall include any amendment replacement consolidation or re-enactment of such Act or law
- 4 any legal references within this Insurance shall include any equivalent legal provision in the jurisdiction of ordinary residence of the Insured or location of the risk insured provided that such jurisdiction falls within the territorial scope of this Insurance
- 5 the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation
- 6 any sentence commencing with the terms "including" or "includes" or any similar expression is intended to be construed as illustrative and not as exhaustive

Insurance Clauses

- 1 Civil Liability
The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of civil liability (including liability for claimant's costs and expenses) incurred in connection with the conduct of Professional Business

The Insurer will in addition pay Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent provided that the Insurer's liability for Defence Costs in relation to any Claim disposed of for an amount which exceeds the available Limit of Indemnity shall be limited to the proportion that the available Limit of Indemnity bears to the amount payable to dispose of such Claim

2 Awards by Ombudsmen

The Insurer will indemnify the Insured in accordance with the recommendation of any ombudsman under any recognised ombudsman scheme in respect of

- a) any amount paid or payable
- b) any Defence Costs incurred in taking any steps which the Insured is directed to take by the ombudsman in relation to a claimant to the same extent as the Insurer is obliged to indemnify the Insured in respect of any civil liability covered under Insurance Clause 1 (Civil Liability)

3 Loss of or Damage to Documents

The Insurer will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Insurer during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £250,000 during the Period of Insurance Provided that

- a) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- b) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Insurer that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- c) the Insurer shall not be liable for loss of or damage to Documents arising directly or indirectly from
 - 1) the transmission or impact of any Virus
 - 2) unauthorised access to a System

4 Compensation for Court Attendance

In the event of

- a) the legal advisers acting on behalf of the Insured with the consent of the Insurer requiring any principal partner Member director or Employee of the Insured to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- b) the Insurer requesting the attendance of any principal partner Member director or Employee

as an interested party at any mediation in connection with a Claim made against the Insured and notified under this Insurance the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- a) Any principal partner Member or director of the Insured £500
- b) Any Employee £250

Limits of Indemnity

- 1 The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Insurance shall not exceed the Limit of Indemnity
- 3 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

Exclusions

The Insurer shall not be liable in respect of

- 1 Adjudication and Arbitration

any Claim arising out of or related to any

 - a) decision made against the Insured by an adjudicator who was not independent of the parties to the dispute
 - b) adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Insured than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
 - c) arbitration award made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Insurer
- 2 Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks
- 3 Bodily Injury to Employees

any liability arising out of Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured

SPORT & LEISURE LIABILITY POLICY – PROFESSIONAL INDEMNITY

4	<p>Bodily Injury to Others or Damage to Property</p> <p>any liability arising out of Bodily Injury to any other person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty</p>	<p>participating in any way in any act or omission of a fraudulent or dishonest nature</p>
5	<p>Contractual Liabilities and Guarantees</p> <p>any Claim arising from any contractual agreement in respect of</p> <p>a) any express guarantee given by the Insured or</p> <p>b) any express contractual penalty made between the Insured and a third party or</p> <p>c) any acceptance by the Insured of liability for liquidated damages</p> <p>in so far as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement</p>	<p>10 Employment</p> <p>any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct</p> <p>11 Fines Penalties and Punitive Damages etc.</p> <p>any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award</p>
6	<p>Controlling Interest</p> <p>any Claim made against the Insured by</p> <p>a) any entity in which the Insured or any partner Member or director or any combination of partners Members or directors of the Insured exercises or has exercised a controlling interest</p> <p>b) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured unless such Claim emanates from an independent third party</p>	<p>12 Goods and Services</p> <p>a) any Claim arising out of the supply of any goods by or on behalf of the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Insured</p> <p>b) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services</p> <p>13 Insolvency of the Insured</p> <p>any Claim arising out of or relating to the insolvency or bankruptcy of the Insured</p>
7	<p>Design and Construct/Supply</p> <p>any Claim arising from the provision of advice design or specification where the Insured contracts to</p> <p>a) manufacture construct erect or install or</p> <p>b) supply materials or equipment</p> <p>Provided this Exclusion shall not apply to project models or displays</p>	<p>Provided that this Exclusion shall not apply to any Claim</p> <p>a) in respect of monies held on behalf of third parties or</p> <p>b) for which the insured would otherwise be indemnified by this insurance but for the insolvency or bankruptcy of the Insured</p>
8	<p>Directors' and Officers' Liability</p> <p>any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non- performance of their duties as a director officer or trustee</p>	<p>14 Insured's Contribution the</p> <p>Insured's Contribution</p>
9	<p>Dishonesty</p> <p>any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person</p> <p>Furthermore no indemnity shall be given to any person committing condoning or knowingly</p>	<p>15 North American Jurisdiction and Operations</p> <p>a) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim</p> <p>b) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim</p>

<p>c) the operations of the Insured or any principal partner Member director Employee agent branch subsidiary or parent company of the Insured in North America</p>	<p>23 Transportation or Property</p> <p>the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured</p>
<p>16 Nuclear</p> <p>loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from</p> <p>a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof</p>	<p>24 War and Terrorism</p> <p>any Claim arising directly or indirectly out of War Risks or Terrorism</p>
General Conditions	
<p>17 Pension and Benefit Schemes</p> <p>any Claim arising from any plan programme or scheme providing benefits to the Insured or any Employees</p>	<p>1 Other Insurance</p> <p>If at the time any claim arises under this Insurance the Insured is or would but for the existence of this Insurance be entitled to indemnity under any other policy or policies the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected</p>
<p>18 Pollution</p> <p>any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind</p>	<p>2 Choice of Law</p> <p>Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based</p> <p>The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based</p>
<p>19 Previous Claims or Circumstances</p> <p>a) the consequence of any circumstance</p> <p>1) notified under any insurance which was in force prior to the inception of this Insurance</p> <p>2) known to the insured or which should have been known to the Insured at the inception of this insurance which might reasonably be expected to produce a Claim</p> <p>b) any Claim made against the Insured prior to the Period of Insurance</p>	<p>3 Rights of Third Parties</p> <p>A person who is not a party to this Insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act</p>
<p>20 Retroactive Date</p> <p>any claim or loss otherwise eligible for indemnity under this Insurance where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule</p>	<p>4 Consumer Credit Termination Clause</p> <p>The Insurer reserves the right to terminate the Policy in the event that there is a default in instalment payments under any linked loan agreement</p>
<p>21 Spite or Reckless Behaviour</p> <p>any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour</p>	<p>5 Premium Payment Warranty</p> <p>The premium in respect of this Policy is to be paid to the placing broker within 60 days of the inception date or renewal of the Policy as a condition precedent to the Insurer's liability under this Policy</p>
<p>22 Trading Losses</p> <p>any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured</p>	

SPORT & LEISURE LIABILITY POLICY – PROFESSIONAL INDEMNITY

In the event that payment is not made within this period then the Insurer may at its sole discretion, without being liable to the Insured for any loss arising out of the exercise of that discretion, give notice to the Insured or the placing broker of cancellation and all cover under this Policy shall automatically be cancelled ab initio from the beginning of the period and be deemed to have never been in effect

Upon the cancellation of the insurance the Insured shall forthwith deliver to the placing broker the Policy document or any other such document or evidence confirming the existence of this Policy for onward transmission to the Insurer and shall immediately communicate the cancellation of the insurance to any person who had been notified of its existence

The late acceptance of the premium after the 60 days specified above shall not reinstate the Policy unless expressly agreed by the Insurer in writing and then only on such terms as shall be determined by the Insurer

Claims Conditions

1 Claims Notification

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to Pen Underwriting as soon as reasonably possible All Claims must be notified to Pen Underwriting prior to the end of the Period of Insurance (or within thirty (30) days after the end of the Period of Insurance as long as notice is given to Pen Underwriting within thirty (30) days after such claim was first made against the Insured)

If during the Period of Insurance the Insured becomes aware of any circumstance which might reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to Pen Underwriting as soon as reasonably possible irrespective of either the Insured's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Insured's Contribution All circumstances must be notified to Pen Underwriting prior to the expiry of the Period of Insurance Any Claim arising from any circumstance notified to Pen Underwriting in accordance with this Condition shall be deemed to have been made in the Period of Insurance

2 Notification of Adjudications

The Insured shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under Insurance Clause 1 (Civil Liability)

- a) notify Pen Underwriting within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract
- b) not serve any of the notices referred to in Claims Condition 2A) without the prior written consent

of Pen Underwriting or the Insurer unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured

The Insurer will have no liability under Insurance Clause 1 in respect of any matter which the Insured does not notify to Pen Underwriting in accordance with the requirements of this Condition

3 Notification of Reviews by an Ombudsman

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 2 (Awards by Ombudsmen) give notice to Pen Underwriting in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured

The Insurer will have no liability under Insurance Clause 2 in respect of any matter which the Insured does not notify to Pen Underwriting in accordance with the requirements of this Condition

4 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to Pen Underwriting immediately on receipt No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of Pen Underwriting or the Insurer

5 Conduct of Claims

The Insured shall give all such assistance as Pen Underwriting or the Insurer may require Pen Underwriting or the Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim

6 Queen's Counsel Clause

The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Insurer a similar authority) shall advise that such proceedings could be contested with the probability of success

7 Disposal of Claims

In connection with any Claim against the Insured the Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any less amount for which such Claim can be settled and thereupon the Insurer shall relinquish the control of such Claim and be under no further liability in connection therewith except for Defence Costs for which the Insurer may be responsible under this Insurance in respect of matters prior to the date of such payment

8 Dishonesty and Fraud

In respect of any claim made in accordance with this policy arising out of any dishonest or fraudulent act or omission

- a) the Insured must immediately take all reasonable steps to prevent further loss
- b) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- c) any monies recovered following action as described in 8B) above will be deducted from any amount payable under this Insurance

Special Benefits

- 1 In the event of the Insurer being entitled to avoid this Insurance from inception or from the time of any variation in cover (including at renewal) the Insurer may at its discretion maintain this Insurance in full force but exclude the consequences of any matter which ought to have been disclosed at inception or at the time of any variation in cover (including at renewal)
- 2 In the event of non-disclosure or misrepresentation at inception or renewal of this Policy the Insurer will waive its rights to avoid this Insurance provided that
 - a) the Insured is able to establish to the satisfaction of the insurer that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
 - b) the Premium and terms shall be adjusted at the discretion of the Insurer to those which would have applied had such circumstances been disclosed
 - c) where the Insured should have notified during a preceding Period of Insurance either a Claim made against the Insured or circumstances which could give rise to a Claim and the indemnity or cover to which the Insured would have been entitled was in any way more restricted than that provided at the date of notification the Insurer shall be liable only to the extent applicable during such preceding Period of Insurance

For the purposes of this Special Benefit this Insurance shall be deemed to be a renewal of any immediately preceding Professional Indemnity policy issued by the Insurer under which the Insured was entitled to indemnity

3. if the Insured is in breach of Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) of this Insurance then the Insurer shall not deny any claim but shall firstly apply provision C) in Special Benefit 2 (to the extent applicable) and then where such breach has prejudiced

the handling or settlement of any claim reduce the amount payable in respect of such claim (including Defence Costs) to such sum as in the Insurer's reasonable opinion would have been payable in the absence of such prejudice

Renewal Procedure

Prior to expiry of the Period of Insurance each year the Insurer may request the Insured to complete a renewal declaration form

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured

Renewal will not be invited unless a satisfactory declaration is received by the Insurer when requested prior to expiry of the Period of Insurance Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause this Insurance to be lapsed from the expiry date

Identity of Insurers**Argo Direct Limited**

Argo Direct Limited on behalf of ArgoGlobal SE. Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

Data Protection Act 1998

It is understood by the Insured that any information provided to the Insurers regarding the Insured will be processed by the Insurers, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Specified All Risks Section

Section Cover

Damage occurring during the Period of Insurance to Property stated in the Schedule

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown for each Item in the Schedule in respect of any one Period of Insurance

Section Exclusions

We shall not indemnify You for

- 1) subsequent or inevitable loss of any kind
- 2) Damage caused by
 - a) inherent vice or latent defect or gradual deterioration or wear and tear or frost or change in water table level or its own faulty or defective design or materials and gradual operating cause
 - b) faulty or defective workmanship or operational error or omission on Your or any Employees part but this will not exclude subsequent Damage which itself results from a cause not being otherwise excluded
- 3) Damage caused by
 - a) corrosion or rust or wet or dry rot or shrinkage or evaporation or loss of weight or dampness or dryness or marring or scratching or vermin or insects
 - b) change in temperature or atmospheric or climatic conditions
 - c) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

 - i) Damage which itself results from any operative Specified Peril under the Material Damage Section or from any other cause not otherwise excluded
 - ii) subsequent Damage which itself results from a cause not otherwise excluded
- 4) Damage from Unattended Conveyance vehicle and/ or trailer unless the Property is kept within the boot or secure compartment which is secured by all locks and other protections
- 5) Damage caused by
 - a) acts of fraud or dishonesty by Your Employees
- b) unexplained disappearance or unexplained or inventory shortage or misfiling or misplacing of information
- c) any process of fitting or testing or servicing or repair or renovation or adjustment
- 6) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by any operative Specified Peril under the Material Damage Section
- 7) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment
- 8) the Excess amount stated in the Schedule

Money Section

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Money

means the face value of cash (notes and coins) cheques giro cheques travellers cheques postal or money orders bankers drafts current postage and revenue stamps unused units in postage stamp franking machines national insurance stamps stamped or franked national insurance cards national savings stamps national savings certificates premium bonds holiday with-pay stamps bills of exchange credit and debit card sales vouchers luncheon vouchers consumer redemption vouchers trading stamps gift tokens VAT purchase invoices all pertaining to Your Business and belonging to You or for which You are responsible

Basis of Claims Settlement

means the amount payable will be the value of the Money up to the Limit of Liability or other Property insured at the time of the Damage or at Our option the reinstatement or replacement of such other property or any part of it

Benefits

means the amounts payable in respect of

- a) death
- b) loss of limbs which shall mean total loss of use or loss by physical separation at or above the ankle or wrist of one or more limbs
- c) loss of sight which shall mean total irredeemable and irrecoverable loss of sight in one or both eyes
- d) permanent total disablement which shall mean permanent total disablement from engaging in or attending to business of any kind
- e) temporary total disablement which shall mean temporary disablement entirely preventing the Insured Person from engaging in or attending to his or her usual occupation

Bodily Injury

means physical or mental injury caused solely by assault following Specified Peril 16) Theft or Attempted Theft but not Disease

Business Hours

means the period during which the Premises are occupied for Your Business and during which You or any Insured Person entrusted with Money is in the Premises or at the sites of contract

Insured Person

means You or any partner director or Employee of Yours

Section Cover

Loss of Money by any cause occurring at the Premises or in transit or at a private residence of Yours or an Insured

Person anywhere within the Territorial Limits during the Period of Insurance

Limit of Liability

Our liability under this Section shall not exceed the Limits and/or Benefits stated in the Schedule

Section Extensions

The terms Conditions and Exclusions of this Policy and/ or Section apply to these Extensions and where no limit or maximum liability is stated in the Extensions the Section Limit of Liability applies

Bank Night Safe

This extension provides insurance for Money deposited in a recognised bank night safe until processed into Your account up to the amount specified under item (a) of the schedule of limits

Company Credit Cards

This extension provides insurance for losses incurred by You following theft of a company credit card by a third party not being an Insured Person

This extension applies only in respect of unauthorised use of a company credit card by the said third party subject to a limit of £1,000 for any one Event and not exceeding £5,000 for any one Period of Insurance provided that

- 1) You fully comply with the terms and conditions imposed by the issuer of the card
- 2) any losses being reported to the police and the issuer of the card within 24 hours of discovering the loss
- 3) Our liability shall not apply in respect of any losses recoverable from or cancelled or rescinded by the issuer of the card

Damage to

- 1) cases bags belts or waistcoats whilst being used for the transit of Money
- 2) safes strong rooms and stamp franking machines
- 3) cash registers provided they are left open outside of Business Hours

that are Your Property or for which You are responsible caused directly by Specified Peril 16) Theft or Attempted Theft or any attempted theft of Money

Fidelity

This Extension provides insurance for theft of Money arising from any act of fraud or dishonesty by any Insured Person provided that the theft of Money is discovered by You within 30 days of an act of fraud or dishonesty having first been committed by such Insured Person whether acting solely or in collusion

Our maximum liability is up to £10,000 for any one Period of Insurance

SPORT COMBINED POLICY – MONEY SECTION

Keys

This Extension provides insurance for the cost of replacement keys or lock mechanisms of safes or strong rooms with Our consent following theft of keys by force or violence

Our maximum liability is up to £5,000 any one Event and £10,000 any one Period of Insurance

Non-negotiable Money

Crossed cheques crossed money orders crossed postal orders crossed bankers drafts unused units in postage stamp franking machines national insurance stamps stamped or franked national insurance cards national savings stamps national savings certificates premium bonds credit and debit card sales vouchers and VAT purchase invoices subject to a limit of £250,000 for any one Event

Bodily Injury

We will pay Benefits stated in the Schedule in respect of any Bodily Injury sustained by any Insured Person in the course of the Your Business where such Bodily Injury arises directly from assault following Specified Peril 16) Theft or Attempted Theft provided that

- 1) Benefits shall be payable only under one of items 1, 2 or 3 of the Schedule
- 2) Benefits shall not be payable to any person whose age exceeds 70 years

Personal Effects

This extension provides insurance for Damage to clothing or personal effects other than motor vehicles of any Insured Person following Specified Peril 16) Theft or Attempted Theft

Our maximum liability is up to £500 per person

Vending Machines

This extension provides insurance for loss of Money by forcible and violent means from any vending machine at the Premises

Our maximum liability is up to £250 for any one Event

Section Conditions**Claims (Personal Accident / Assault)**

In the Event of any Bodily Injury giving rise to a claim under this Section the Insured Person will

- 1) place themselves under the care of a registered medical practitioner
- 2) submit certificates information and evidence to support a claim at Your own expense
- 3) submit to any medical examination as may be required by Us at Our expense

Escorts Condition

Any Money whilst in transit shall be accompanied at all times by an escort of able-bodied adult persons not less in number than those specified hereunder:-

No. of People	Lower Limit	Upper Limit
1	£1	£2,500
2	£2,501	£5,000
3	£5,001	£7,500
4	£7,501	£10,000
Security Company	£10,001	£250,000

We shall not be liable to provide an indemnity in respect of any act Event claim or Incident occurring whilst You are not in full compliance with the obligation above

Section Exclusions

We will not indemnify You for

- 1) depreciation in value dishonoured cheques or the use of counterfeit Money
- 2) any shortage of Money arising from error or omission
- 3) loss from
 - a) gaming and amusement machines
 - b) any automated teller machine or cash dispensing machine
- 3) loss of Money during transit by unregistered post
- 4) loss of Money from any Unattended Conveyance
- 5) subsequent or inevitable loss of any kind

Abuse Section

This section applies only where shown as operative in the schedule

The insurance provided by the Abuse Section is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule

Abuse Section

1 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- a) the Policyholder
- b) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
- c) at the request of the
 - 1 any principal
 - 2 any manager or governor of the Policyholder against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Section if the claim had been made against the Policyholder and each of whom shall as though the Policyholder be subject to the terms of this Policy so far as they can apply other than
 - a. any natural person committing or alleged to have committed Abuse against any other natural person
 - b. any Person who has or has been alleged to have
 - i. authorised or permitted Abuse
 - ii. disregarded knowledge of Abuse
 - iii. had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse
 - iv. aided or contributed to or supported Abuse or
 - v. intentionally or wilfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse

2 Abuse

Abuse shall mean

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- b) acts of forcing sexual activity rape or molestation or
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

3 Injury

Injury shall mean bodily injury mental injury death disease or illness

4 Person

Person shall mean

- a) an individual (a natural person) whether operating in the individual's own name or under a trade name
- b) an individual's personal agent or representative or
- c) any legal or commercial entity including but not limited to
 - 1) a body corporate
 - 2) a corporation sole
 - 3) a body politic
 - 4) a partnership
 - 5) any association or body of persons whether incorporated or not
 - 6) a charity or
 - 7) a trust

5 Loss

Loss shall mean any claim or all claims of a series that are causally connected and arise out of an isolated repeated or continuing incidence of Abuse committed by one or more natural persons

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages and claimant's costs and expenses for accidental Injury resulting from Loss where any claim is
 - a) first made in writing to the Policyholder (or any other Person Entitled to Indemnity) during the Period of Insurance and

- b) notified to the Company during or within thirty days after expiry of the same Period of Insurance
- 2 in respect of
- a) costs of legal representation at
- 1) any coroner's inquest or inquiry in respect of any death
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any Injury specified in 1 above
- which may be the subject of indemnity under this Section
- b) all other costs and expenses in relation to any matter which may form the subject of indemnity under 1 above incurred with the Company's written consent

General Provisions

Provided that in respect of any Loss the following shall apply

- 1 the total amount payable under this Section (including all Additional Clauses and Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule
- 2 where the Company is liable to indemnify more than one Person the total amount payable in respect of all damages and claimant's costs and expenses arising out of all claims during any Period of Insurance shall not exceed the Limit of Indemnity
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claim can be settled

The Company will then relinquish control of such claim and be under no further liability in respect thereof

- 4 all Loss shall be deemed to be made in the Period of Insurance when
 - a) the first claim in respect of Loss was first made in writing to the Policyholder (or any other Person Entitled to Indemnity) and notified to the Company
 or
 - b) the first notification of any circumstance in respect of Loss was first made in writing to the Company
- 5 where Loss involves one or more claimants
 - a) the Company shall not provide indemnity against the consequences of any circumstances
 - 1) where the first claim in respect of Loss was made against the Policyholder (or any

other Person Entitled to Indemnity) and notified to the Company under any policy which was in force prior to the Period of Insurance or

- 2) where the first notification of any circumstance in respect of Loss was first made to the Company under any policy which was in force prior to the Period of Insurance
- b) the total amount payable shall not exceed the Limit of Indemnity
- 6 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

Special Provisions applicable to Abuse Section

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

Exclusions applicable to Section 6

The indemnity will not apply to legal liability

- 1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to

Indemnity of any

 - a) mechanically propelled vehicle other than legal liability arising out of
 - 1) the use of plant as a tool of trade on site
 - 2) the use of plant at the premises of the Policyholder
 - 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

SPORT & LEISURE LIABILITY POLICY – ABUSE SECTION

- b) aircraft or other aerial device
 - c) aerospace device
 - d) hovercraft
 - e) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- 2 Person Employed
- for Injury to any Person Employed arising out of and in the course of employment by the Policyholder
- 3 Fines or Penalties
- for
- a) fines or penalties
 - b) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - c) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 4 War and Allied Risks
- arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 5 Procedural Guidelines
- in the event of any failure to comply with the procedural guidelines established by the Policyholder concerning Abuse
- 6 Retroactive Liability
- in respect of claims arising from Loss caused prior to the Retroactive Date
- 7 Prior Claims and Notifications
- in respect of claims arising out of circumstances
- a) known to the Policyholder or any other Person Entitled to Indemnity prior to inception of this insurance or
 - b) notified under any other policy which was in force prior to the inception of this insurance which might be reasonably expected to give rise to a claim.

Covéa Insurance plc

Covea Insurance plc, Registered in England and Wales No.613259.

Registered office, Norman Place, Reading, RG1 8DA

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Identity of Insurers**Argo Direct Limited**

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