

Bluefin Insurance Services Ltd
1 Tower Place West
Tower Place
LONDON
EC3R 5BU

LONDON COMMERCIAL
ALLIANZ HOUSE
60 GRACECHURCH STREET
LONDON
EC3V 0HR

Tel.: (020) 7488 1882
Fax: 0207 283 8040

Direct no 0207 264 7343
Direct fax 01483 721 915
Our ref Gillian Wright
Your ref
Date 20th September 2018

Re: Current Full Members of The British Association of Snowsports Instructors Ltd
Policy number: 27/SZ/15946684/10
Renewal of CommercialSelect Policy

Thank you for your continued support in choosing Allianz for your insurance.

Please find attached the new Policy Schedule for the above policy. The Policy Schedule sets out the details of the insurance provided by the policy. Please read the Policy Schedule to make sure the insurance cover is as requested.

Risk management

Sector-specific risk management guides, as well as comprehensive guidance and support on a broad range of topics, can be accessed via our Risk Director website: www.riskdirector.co.uk

Please get in touch if you have any questions.

Yours faithfully,

Gillian Wright
Commercial Underwriter

CommercialSelect Renewal Schedule

Your insurance policy is renewed from 1st October 2018.

Please note that the premium, terms and conditions of your policy have been based on the details you have given us. If there have been any alterations to those details it is important that you tell us about them so that your cover remains operative. If you have any doubts about what you should tell us, please contact your insurance adviser.

Policy Number: 27/SZ/15946684/10

Agreement Number: Not Applicable

Account Number: 27/16183

Insurance Adviser: Bluefin Insurance Services Ltd

The Insured: Current Full Members of The British Association of Snowsports Instructors Ltd

Postal Address: MORLICH HOUSE
17 THE SQUARE
GRANTOWN-ON-SPEY
PH26 3HG

Renewal Premium: £

Annual Premium: £

Insurance Premium Tax: £

Insurance Premium Tax: £

Total Renewal Premium: £

Total Annual Premium: £

Effective Date: 01/10/2018

Renewal Date: 01/10/2019 at 12.00 hrs

Business Description: SPORTS ASSOCIATION ENGAGED IN THE ORGANISATION & PROVISION OF SNOW SPORT TRAINING

Clauses applicable to the whole policy (please refer to the Clause Details for full wordings)

S/7/1 Definition 4. Territorial Limits

Public and Products Liability Section

Limit of Indemnity: £5,000,000

Number of Premises: 1

Third Party Property Damage Excess £250

Clauses applicable to this Section (please refer to the Clause Details for full wordings)

S/2/1 UK Jurisdiction Clause

S/4/1 Personal Liability Extension

S/8/1 Advice and Design

SZ/381/2 Indemnity To Officers Or Members Clubs

Z/366/1 Exports To USA/Canada

Z/1621/1 Data Protection Legislation

Clause Details

S/7/1 Definition 4. Territorial Limits

Definition 4 is amended to read as follows:

4. Territorial Limits

- A. Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- B. any other member country of the European Union
- C. elsewhere in the World

S/2/1 UK Jurisdiction Clause

This Section shall apply only to liability

- A. which is determined and governed solely by the laws of the territories specified in Definition 4A
- B. in respect of which any action for compensation is brought in a court of law within the said territories

S/4/1 Personal Liability Extension

If so requested to do so by the Insured this Policy is extended to provide Indemnity to any Member whilst free skiing provided if at the time of the loss;

1. there is no other Policy in force at the time of loss or damage or
2. if at the time of loss or damage there is another Policy in force then this Policy shall only pay any amount over and above any amount recoverable under the aforesaid Policy.

S/8/1 Advice and Design

Exclusion 10. Advice and Design is to be amended to read - liability, loss or damage arising out of or in connection with design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured other than where provided or performed in connection with any Product.

SZ/381/2 Indemnity To Officers Or Members

Extension A is deleted.

The Insurer will indemnify any officer or committee member or other full member of the Insured including full members not resident in Great Britain, Northern Ireland, Isle of Man or the Channel Islands as though each such party was individually named as the Insured in this section.

Provided that

A. each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply

B. The Insurer's liabilities to the Insured and all parties indemnified shall not exceed in the aggregate the Limit of Indemnity specified in this Section.

C. This extension shall not apply to any citizen and/or resident of the United States of America.

Z/366/1 Exports To USA/Canada

This Section does not cover liability in respect of Injury loss or damage caused by or arising from any Products exported by the Insured or with their knowledge to the United States of America or Canada.

Z/1621/1 Data Protection Legislation

Extension F is deleted in its entirety and replaced with the below:

The Insurer will indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured as a result of an offence under Sections 13 of the Data Protection Act 1998 or any subsequent overriding legislation committed during the Period of Insurance within the United Kingdom and arising in connection with the Business provided that the Insured is a registered user in accordance with the terms of the Data Protection Act 1998 or any subsequent overriding legislation.

The Insurer will not pay for

- A. any claim or incident that could give rise to a claim caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act of omission.
- B. the payment of fines or penalties
- C. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data or Personal Data
- D. any claim or incident that could give rise to a claim caused by any act of fraud or dishonesty
- E. liability arising from the recording, processing or provision of Data or Personal Data for reward or to determine the financial status of any person

Data and Personal Data shall have the meaning defined in the Data Protection Act 1998 or any subsequent overriding legislation

This page has been left blank intentionally

CommercialSelect Declaration Form

Please complete this declaration form for the period of Insurance as detailed below.
You will be advised of any premium adjustments.

Policy Number: 27/SZ/15946684/10

Agent: Bluefin Insurance Services Ltd

Account Number: 27/16183

The Insured: Current Full Members of The British Association of Snowsports Instructors Ltd

Period of Insurance: 1st October 2017 to 1st October 2018

This page has been left blank intentionally

Client News - Notification of changes to your policy

At Allianz Insurance plc, we constantly review our products to ensure we remain at the forefront of the market. Following our latest review, we are delighted to tell you that with effect from the renewal date of your policy you will now be provided with our most up-to-date wording.

The guidance provided below does not represent the complete terms and conditions of the new Policy wording. Please read this guidance in conjunction with your new policy wording and Schedule. If you have any questions about the new Policy, please refer these to your insurance adviser.

A summary of key changes by section is shown below.

Employers' Liability

Now

5. Premium Adjustment Condition

- A. The premium in respect of this **Section** of the **Policy** is:
- i. based on exposure estimates provided by **The Insured** for the **Period of Insurance** and will
 - ii. be adjusted annually on a declaration basis to reflect the actual exposure the minimum premium payable by **The Insured** after declaration adjustment
- B. If **the Insured** fail to supply a declaration within two months of the expiry of the **Period of Insurance** **The Insurer** shall be entitled to make a reasonable estimate and adjust the premium accordingly.

Was

5. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to **the Insurer** by or on behalf of **the Insured**, **the Insured** shall keep a record of all such relevant particulars and shall allow **the Insurer** to inspect such records at any reasonable time.

The Insured shall furnish **the Insurer** with such information as **the Insurer** may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured** subject to any agreed minimum or deposit premium specified in the **Schedule**.

Public and Products Liability

Now

3. Premium Adjustment Condition

- A. The premium in respect of this **Section** of the **Policy** is:
- i. based on exposure estimates provided by **The Insured** for the **Period of Insurance** and will be adjusted annually on a declaration basis to reflect the actual exposure
 - ii. the minimum premium payable by **The Insured** after declaration adjustment
- B. If **The Insured** fail to supply a declaration within two months of the expiry of the **Period of Insurance** **The Insurer** shall be entitled to make a reasonable estimate and adjust the premium accordingly.

Was

3. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to **the Insurer** by or on behalf of **the Insured**, **the Insured** shall keep a record of all such relevant particulars and shall allow **the Insurer** to inspect such records at any reasonable time.

The Insured shall furnish **the Insurer** with such information as **the Insurer** may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured** subject to any agreed minimum or deposit premium specified in the **Schedule**.

Allianz Insurance plc. Registered in England number 84638 Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.

Public Liability

Now

3. Premium Adjustment Condition

- A. The premium in respect of this **Section** of the **Policy** is:
- i. based on exposure estimates provided by **The Insured** for the **Period of Insurance** and will be adjusted annually on a declaration basis to reflect the actual exposure
 - ii. the minimum premium payable by **The Insured** after declaration adjustment
- B. If **the Insured** fail to supply a declaration within two months of the expiry of the **Period of Insurance** **The Insurer** shall be entitled to make a reasonable estimate and adjust the premium accordingly.

Was

3. Declaration Condition

If the premium or part of any premium is calculated on estimates supplied to **the Insurer** by or on behalf of **the Insured**, **the Insured** shall keep a record of all such relevant particulars and shall allow **the Insurer** to inspect such records at any reasonable time.

The Insured shall furnish **the Insurer** with such information as **the Insurer** may require at the expiry of each **Period of Insurance**, within the period specified by **the Insurer**. The premium shall be adjusted annually and any difference shall be paid by or returned to **the Insured** subject to any agreed minimum or deposit premium specified in the **Schedule**.

Client News - Notification of changes to your policy

At Allianz Insurance plc, we constantly review our products to ensure we remain at the forefront of the market. Following our latest review, we are delighted to tell you that with effect from the renewal date of your policy you will now benefit from the changes outlined below. As these represent a summary of the key changes please read this guidance in conjunction with your Policy Wording and Schedule. If you have any questions about the changes, please refer these to your insurance adviser.

Section Conditions

For all policy sections that include an Additional Claims Condition wording under the Section Conditions, the number of days to notify us of a claim for Damage (or to provide us with full details of Business Interruption caused) by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft has increased from 7 days to 28 days.

Terrorism Section

Cover is being extended free of charge to include loss or damage caused by Cyber Terrorism. Money and Data losses are excluded.

We have also taken this opportunity to update some of the definitions within the wording in order to make them clearer. In addition, the definitions are now shown in alphabetical order to make it easier for you to refer to them.

General Data Protection Regulations

We have updated the Policy Introduction section and replaced our Data Protection statement with a Fair Processing Notice reflecting the changes in legislation for the processing of personal data.

This page has been left blank intentionally

Client News

Employers Liability Tracing Office Information

Allianz Insurance plc is a voluntary member of the Employers Liability Tracing Office and is committed to providing the relevant EL policy information to the central database. The Employers Liability Tracing Office (ELTO) has been created to identify the relevant insurer quickly and efficiently.

The majority of information for the database comes from policyholder information we already hold. However, two additional pieces of information are required to improve the prospects of a successful trace:

- The Employers Reference Number (ERN)
- The name(s) and ERN(s) of any subsidiary companies insured under the same policy.

An **ERN** is given to every business that registers with HM Revenue and Customs (HMRC) as an employer. It is a unique set of letters and numbers used to identify a firm. It is commonly referred to on tax forms as the Employer PAYE Reference. In a minority of cases a business may be ERN exempt, where the employer pays **all** their employees below the current PAYE threshold.

If your policy includes Employers Liability cover we will require this information from you.

This page has been left blank intentionally

Combined Insurance

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract B074 and in consideration of the premium specified herein, Allianz Insurance plc (the Insurer) are hereby bound to insure in accordance with the Terms and Conditions contained herein or endorsed hereon

IN CONSIDERATION OF the Insured named in the Schedule having paid or agreed to pay the premium the Insurer agrees to provide the insurance described in this policy subject to the Terms and Conditions for the Period of Insurance stated in the Schedule

Certificate Number:

The Policy Sections stated herein shall only apply where they are specified within the accompanying Schedule

Unless stated otherwise the Insurer will not pay more than the Sums Insured Compensation or Limits of Indemnity in any one Period of Insurance

This policy (and the Schedule which forms an integral part of the policy) is made up of several parts to be read together as they make a legal contract. It needs to be examined thoroughly to ensure it meets your requirements. If it does not meet your requirements you should contact Bluefin Insurance Services Limited without undue delay.

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

- this Combined Insurance Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the General Definitions; the General Exclusions, the General Conditions and the General Claims Conditions, all of which apply to all Sections of the Policy
- the Sections of cover selected by you (as specified in the accompanying Schedule)
- the Particular Settlement Terms, the Conditions, the Excluded Property and the Excluded Causes, all of which apply to the Sections of the Policy specified
- the Exclusions and Conditions which apply to the Sections selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any facts which we have taken into account in the assessment or acceptance of this insurance and any subsequent changes to those facts need to be declared. If there are any doubts as to whether a fact is material or not you should contact Bluefin Insurance Services Limited without undue delay.

The Definitions stated in each Section apply to the words used in that Section only and the following General Definitions shall apply throughout.

General Definitions

Insurer/We/Our/Us

Allianz Insurance plc

Insured/You/Your(s)/Yourself

The person(s) or company stated in the Schedule

Period of Insurance

As specified in The Schedule

Policy

The contract of Insurance formed of the documents described in the Combined Insurance Introduction

The Business

The Business description stated in the Schedule

The Premises

The Premises stated in the Schedule

Section/Sections

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

General Exclusions

Radioactive Contamination - not applicable to Fidelity Section

The Insurer will not provide indemnity for any Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c. any weapon or other device utilising radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this shall not apply to radioactive isotopes at the Premises (other than nuclear fuel or nuclear waste) in the course of the Business for any scientific, medical, agricultural, commercial or industrial use.

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

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

Exclusions c. and d. do not apply to Employers' Liability Section, Public Liability Section Public and Products Liability Section and any Accident covers.

War - applicable to Property Damage All Risks Section Business Interruption All Risks Section Personal Accident Section Public Liability Section, Pubic and Products Liability Section and Financial Loss optional item

The Insurer will not provide indemnity for Damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

General Conditions

Fair Presentation of the Risk

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

For the purposes of this condition references to:

- a. avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy), the renewal date (where the failure occurs at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a Policy should be treated as references to issuing the Policy at inception, renewing or varying the Policy as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

Cancellation

Other than where General Claims Condition. Fraud applies the Insurer may cancel this policy by giving the Insured ninety (90) days notice at their last known address.

Provided the premium has been paid in full and no claim has been made during the Period of Insurance the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired portion of the insurance For cancellation following default in payment of the premium or any agreed instalment the period of notice may be reduced to fourteen (14) days

Law Applicable and Jurisdiction

Unless the Insurer agrees otherwise:

The language of this policy and all communications relating to it will be in English, and all aspects of the policy including negotiation and performance are subject to English law and the decisions of the English courts

Long Term Agreement - Applicable as specified in the Schedule under Clauses

In consideration of the Insured having undertaken to offer annually the insurance under this policy for the period stated in the Schedule on the Terms and Conditions in force at the expiry of each Period of Insurance and to pay the premium in advance a discount on all Sections of this policy is allowed it being understood that

- a) the Insurer shall be under no obligation to accept an offer made in accordance with the undertaking
- b) Sum Insured may be proportionately reduced at any time to correspond with any reduction in value and/or in The Business

This undertaking applies to any policy which may be issued by the Insurer in substitution for this policy and the same discount shall be allowed on any substituted policy

Payment of the premium due at the effective date stated in the Schedule shall be deemed acceptance by the Insured

Premium Adjustment

If any part of the Premium is based on estimates provided by the Insured the Insured shall keep an accurate record of all relevant details which the Insurer shall be entitled to inspect within three months after the expiry of each Period of Insurance the Insured shall provide such information as the Insurer may reasonably require and the Premium shall then be adjusted and the difference paid by or allowed to the Insured

Reversion of Cover

In the event that Bluefin Insurance Services Limited cease at the request of the Insured to be the nominated broker the insurance by this policy shall within 7 days of receipt of such notice cease to be subject to the Terms Conditions and limitations of the Bluefin/Allianz wording and shall instead be subject to the Terms Conditions and limitations of the Allianz Insurance commercial policy a specimen of which is available upon request

Any unexpired period of a Long Term Agreement forming part of this wording automatically transfers to the standard Allianz Insurance plc commercial wording

Rights of Parties

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1989 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act

Complaints

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

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

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

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

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

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

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

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

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

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

Alternatively, you can contact the Financial Ombudsman Service directly.

Data Protection:

Allianz Insurance plc together with other companies within the Allianz SE group of companies ("Allianz Group") may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

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

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

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

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

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

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

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

Financial Services Compensation Scheme

The Insurer contributes to the Financial Services Compensation Scheme (FSCS)

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

General Claims Conditions

Arbitration - Applicable to Property Damage All Risks Section Business Interruption All Risks Section and Fidelity Section

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer

Contribution - not applicable to cover relating to Personal Accident Assault as specified within Money Section

If at the time of any claim there is any other insurance covering the Insured's interest in the property damaged or the same legal liability the Insurer's liability under this policy shall be limited to its rateable proportion of such claim

Fraud

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

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

the Insurer will:

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

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

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

Insurer's Rights

On the happening of any Damage in respect of which a claim is or may be made under this policy the Insurer and every person authorised by the Insurer may without thereby incurring any liability and without diminishing the right of the Insurer to rely upon any condition of this policy

- a) enter take or keep possession of the building or premises where the Damage has happened
- b) may take possession of or require to be delivered to them any of the property hereby insured
- c) keep possession of and deal with such property for all reasonable purposes and in any reasonable manner

This condition shall be evidence of the leave and licence of the Insured to the Insurer so to do

If the Insured or anyone acting on his behalf shall hinder or obstruct the Insurer in doing any of the above-mentioned acts then all benefit under this policy shall be forfeited

The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not

Loss Reduction Conditions

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

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

Medical Evidence - Applicable to cover relating to Personal Accident Assault as specified within Money Section

The Insured shall at his own expense provide all certificates information and evidence reasonably required by the Insurer The Insured Person shall as often as required submit to medical examination at the Insurer's expense in connection with any claim

If the Insured comprises more than one party having an interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this policy

Notification and Procedures

On the discovery of any circumstance or event which may give rise to a claim under this policy the Insured shall

- a) advise the Insurer via Bluefin Insurance Services Limited
- b) provide the Insurer with information reasonably required together with (if demanded) a statutory declaration of the truth of the claim and details of any other insurance relating to the claim

Subrogation

Any claimant under this policy shall at the request and at the expense of the Insurer do and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon their paying for or making good any loss under this policy whether such acts and things shall be or become necessary or required before or after the Insurer indemnifies the Insured

Subrogation Waiver

In the event of a claim arising under this policy the Insurer agrees to waive any rights remedies or relief to which they might become entitled by subrogation against

- a) a Company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to the Insured as defined in Section 736 of the Companies Act 1985
- b) any Company which is a subsidiary of a Parent Company of which the Insured are themselves a Subsidiary within the meaning of Section 736 of the Companies Act 1985

This page has been left blank intentionally

Public and Products Liability Section

This Sections will provide the indemnity described in the Schedule against liability incurred in the course of The Business

DEFINITIONS

Bodily Injury means death illness and disease

Employee means

- (a) any person under a contract of employment service or apprenticeship with the Insured unless in partnership with the Insured
- (b) any person who is hired to or borrowed by the Insured
- (c) any other person taking any part in the performance of a contract with the Insured the primary purpose of which is the provision of labour
- (d) persons gaining work experience

working for the Insured in connection with The Business

Event means one occurrence or all occurrences of a series consequent on or attributable to one source or original cause that happens during the period of insurance

Goods means anything sold supplied designed or manufactured by the Insured once it is no longer in the custody or control of the Insured and shall include containers packaging labels instructions for use and advice

Offshore means embarkation on to a vessel or aircraft for conveyance to

- (a) any installation in the sea or tidal waters which is intended for
 - (i) underwater exploitation of mineral resources or exploration with a view to such exploitation
 - (ii) the storage or recovery of gas
- (b) any pipe or system of pipes in the sea or tidal waters
- (c) any installation which is intended to provide accommodation for persons who work on or from the above mentioned locations

until disembarkation from the conveyance on to land upon return from the above locations

Personal Injury shall include Bodily Injury mental injury mental anguish or nervous shock

Persons Insured means

- (a) the Insured
- (b) the Insured's Executor or Administrator in the event of the death of the Insured but only in respect of liability incurred by the Insured
- (c) any principal landlord lessor or hirer in respect of the liability of such party arising out of the performance by the Insured of any contract or agreement entered into by the Insured for the supply of goods performance of work or the use of property or facilities to the extent required by such contract or agreement
- (d) (i) any committee officer member or Employee of the Insured's social sports welfare or theatrical organisations or clubs first aid fire security medical or ambulance services in his respective capacity as such but this shall not include medical or dental Practitioners in relation to medical services provided

(ii) any partner or Employee of the Insured working for the Insured in connection with The Business
- (e) any individual Employee of the Insured in respect of private work undertaken by other of the Insured's Employees for such individual

Property shall be material property

Property in the Charge or Control of the Persons Insured shall not include

- (a) (i) partners' Employees' and visitors' property/effects including vehicles

(ii) premises and their contents not owned or rented by the Insured but which are temporarily occupied by the Insured for the purpose of carrying out work
- (b) premises (including fixtures and fittings) leased or rented to the Persons Insured provided that where liability arises under an agreement the Insurers shall be liable to pay compensation only if such liability would have attached notwithstanding such agreement

Territorial Limits means anywhere in the World

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

The Business shall include in addition to the activities described in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man all normal ancillary activities which shall incorporate but not be limited to

- (a) the provision and management of canteen social sports welfare theatrical and similar organisations for the benefit of the Insured's Employees
- (b) fire brigade first aid medical ambulance security and similar services
- (c) private work undertaken by any Employee with the approval of a director partner or senior executive of the Insured
- (d) the hiring or lending out of Employees to a third party
- (e) the repair or servicing of vehicles other than repair or servicing carried out in pursuance of the business of motor engineers and/or repairers to the public
- (f) ownership maintenance repair or refurbishment of property or premises owned by the Insured

COMPENSATION

- 1 Subject to the Limit of Indemnity stated in the Schedule the Insurers will indemnify the Persons Insured for all damages as the Persons Insured shall become legally liable to pay in respect of or arising out of
 - (a) Personal Injury to any person
 - (b) loss of or damage to Property other than
 - (i) Property belonging to the Insured
 - (ii) Property in the Charge or Control of the Insured
 - (iii) Property belonging to or in the Charge or Control of any other Person Insured claiming to be indemnified
 - (c) obstruction trespass to land or goods or interference with traffic any easement right of air light water or way

happening within the Territorial Limits during the Period of Insurance in connection with The Business
- 2 And in addition the Insurers will
 - (a) indemnify the Persons Insured against legal liability for claimant's costs and expenses in connection with 1 above
 - (b) pay all other costs and expenses incurred with their written consent
 - (c) pay the legal expenses incurred for representation of the Persons Insured at any official enquiry investigation or legal proceedings arising from any circumstances which may give rise to a liability as described in Paragraph 1

EXTENSIONS

Legal Expenses

Subject to the terms conditions and exclusions of this Policy the Insurer will indemnify the Insured in respect of

- (i) costs and expenses incurred with their written consent
- (ii) costs and expenses awarded against the Persons Insured

in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an occurrence during the period of insurance under the Health and Safety at Work etc Act 1974 (or equivalent) and all instruments regulations and the like issued thereunder

Provided always that the Insurer shall not be liable

- (a) for the payment of fines or penalties
- (b) where the prosecution or notice results from a deliberate management decision act or omission
- (c) where indemnity is provided under any other more specific Insurance
- (d) for compensation ordered or awarded by a Court of Criminal Jurisdiction

Compensation for Court Attendance

In the event of the Persons Insured being required to attend court as a witness in connection with a claim notified under this Section the Insurer will provide compensation at the following rates for each day on which attendance is required

- | | |
|--|---------|
| (a) Any principal director or partner of the Insured | GBP 500 |
| (b) Any other Employee | GBP 250 |

Claims Notification and Procedures

The Insured shall give notice to Jelf Insurance Brokers as soon as possible in writing of

- (i) the happening of any occurrence
- (ii) receipt of notice of any claim or the institution of any proceedings

which may give rise to a claim under this Section

The Insured shall not admit liability for or offer or agree to settle any claim without the written consent of the Insurer who shall be entitled to take over and conduct in the name of the Persons Insured the defence of any claim and to prosecute any claim in the name of the Persons Insured for the Insurer's benefit and shall have full discretion in the conduct of any negotiations and proceeding and the settlement of any claim. The Persons Insured shall give all such assistance as the Insurer may reasonably require

The Insurer may at any time pay to the Insured, or at their discretion pay to the Persons Insured claiming to be indemnified, in connection with any claim or series of claims, the Limit of Indemnity after deduction of any sums already paid.

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

Cross Liabilities

Any claim made by any Person Insured against any other Person Insured shall be treated as though the party so claiming is not a Person Insured

Deliberate Acts

The Insured shall not deliberately do or fail to do anything which act or failure to his knowledge will with reasonable certainty result in injury loss or damage as insured hereunder. This Condition shall not operate in respect of the deliberate act or failure of an individual Employee

Material Facts

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

- a. in or to the Business
- b. in the ownership of the Insured
- c. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy which materially increases the risk of legal liability to pay costs and expenses as insured by this Section.

Upon being notified of any such alteration by Jelf Insurance Brokers, the Insurer may, at its absolute discretion

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

If the Insured fails to notify Jelf Insurance Brokers and thereby the Insurer of any such alteration, the Insurer may

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

Reasonable Care

The Insured shall take and cause to be taken reasonable care to prevent Personal Injury or loss of or damage to Property

LIMIT OF INDEMNITY

The Insurers liability for indemnity in respect of

- (a) any one Event or series of Events due to or arising out of one occurrence irrespective of the number of Persons Insured claiming to be indemnified
- (b) all injury loss or damage occurring during any one Period of Insurance arising from Goods supplied in connection with the Business shall not exceed the Limit of Indemnity stated in the Schedule

EXTENSIONS

Corporate Manslaughter and Corporate Homicide Act 2007

Subject to the terms conditions and exclusions of this Section, the Insurer will indemnify the Insured and if the Insured so requests any Employee of the Insured in respect of

- (1) legal fees and expenses incurred with the Insurers written consent and costs of the prosecution awarded against the Insured or any Employee of the Insured in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in the course of the Business and which may be subject to indemnity under this Section

Provided the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

The indemnity will not apply

- (1) in respect of any costs and expenses in connection with the defence of any criminal proceedings brought in any country other than the United Kingdom
- (2) in respect of proceedings which result from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee
- (3) in respect of any
 - (a) fines
 - (b) remedial or publicity orders or any steps required to be taken by such orders
- (4) in respect of any costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source of insurance

The Insurer's liability shall not exceed GBP 5,000,000 or the Limit of Indemnity stated in the Schedule (whichever is the lesser) in any one Period of Insurance

All amounts payable will form part of and not be in addition to the Limit of Indemnity stated in the Schedule

Motor Contingency

Subject to the Limit of Indemnity stated in the Schedule and notwithstanding the Exclusion in respect of Vehicles the indemnity will apply to legal liability for Personal Injury or loss of or damage to Property arising out of the use of any motor vehicle not the property of nor provided by the Insured

The indemnity will not apply to

- (a) Personal Injury or loss of or damage to Property whilst such motor vehicle is being driven by the Insured
- (b) loss of or damage to such motor vehicle or its contents
- (c) Personal Injury or loss or damage to Property occurring in North America

Overseas Personal Liability

The Insurers will indemnify the Insured and if the Insured so requests any partner director or Employee of the Insured (or their immediate family accompanying them) against legal liability incurred in a personal capacity whilst outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with The Business

The indemnity will not apply to

- (a) legal liability arising out of the ownership or occupation of land or buildings
- (b) where indemnity is provided by any other insurance

EXCLUSIONS

The indemnity will not apply to legal liability for

Aircraft Watercraft and Vehicles

Personal Injury loss of or damage to Property caused by or in connection with the ownership possession or use by the Persons Insured of

- (a) any waterborne vessel or craft except
 - (i) where the craft is hand propelled
 - (ii) when used on inland waterways or coastal waters for business entertainment purposes or incidental business use
- (b) any mechanically propelled vehicle other than legal liability arising out of
 - (i) the actual bringing to or taking away of the load from any vehicle in connection with the loading or unloading of such vehicle
 - (ii) use of such vehicle as a tool of trade

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- (c) any aircraft or other aerial or aero spatial device

Manual Work Outside The European Union

Personal Injury or loss of or damage to Property caused by or in connection with manual activities of any Employee outside the European Union working for the Insured in connection with The Business

For the purposes of this Exclusion the European Union is deemed to include the Isle of Man and the Channel Islands

Goods as follows

(a) Aviation Products

Personal Injury or loss or damage to Property caused by Goods installed or incorporated in any aircraft or other aerial or aero spatial devices and which have been specifically supplied by the Insured for that purpose

(b) Recall or Guarantee

Loss of or damage to or the cost and expenses of repairing recalling removing altering treating or replacing that part of any Goods which give rise to a claim

Breach of Copyright

Any claim or claims resulting from conspiracy conversion deceit inducement of breach of contract or infringement of patent copyright trademark or trade name by the Insured

Contract Works and J.C.T. Clause 21.2.1

Loss of or damage to Property

- (a) comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured
- (b) against which the Insured are required to effect insurance under the terms of Clause 21.2.1 of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind

Data Recognition

The indemnity will not apply to any liability of whatsoever nature nor to any proceedings which are caused directly or indirectly by or arise out of the Failure of a System

Definitions

For the purposes of this Exclusion

- A Failure of a System means the failure or inability of a System (whether or not owned by the Insured)
 - (i) correctly to recognise or utilise any data concerning a date as being such calendar date as the data is intended to represent
 - (ii) to operate as a result of any command programmed into the System utilising any date
- B System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation
- C Microchip includes integrated circuits and microcontrollers

Subject otherwise to all the terms Exclusions and Conditions of each Section

Deductible

Any amount stated in the Schedule

Injury to Employees

Bodily Injury caused to any Employee in the course of his employment

Penalties and Liquidated Damages

Any amount in respect of liquidated damages or under a penalty clause

Pollution or Contamination

The Indemnity will not apply to legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Insurer for the purposes of this policy to have occurred at the time such incident takes place

The liability of the Insurers for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the limit of indemnity stated in the Schedule

Professional Liability

Arising out of or in connection with advice design consultancy specification formulae or supervision given or undertaken by the Insured not pursuant to the supply or intended supply of Goods or solely for a fee

Terrorism

The total payable under these Items shall not exceed the Limit of Indemnity stated in the Schedule or GBP 5,000,000 whichever is the lesser in respect of any one Event arising directly or indirectly out of Terrorism