

COMBINED LIABILITY SCHEDULE

Policy Number: CCAI/100037 **Form:** SUWAVIDCLv1.1
Insured: Camelot Events Ltd
Address: Henfold Lakes, Hendfold Lane, Beare Green, Dorking, RH5 4RW
Premises Insured: As Above
Business: Outdoor Activity Provider Including Assault Course, Archery, Air Rifle Shooting and Axe Throwing
Reason For Issue: New Business
Period of Insurance: From 10/08/2021 To 09/08/2022 Local Standard Time. Both days inclusive
Broker: R T Waters Ltd **Broker Reference:**
Broker Address: 61 High Street, Leatherhead, KT22 8AQ

SUMMARY OF SECTIONS INSURED

Insurance is provided under each of the Sections below where the word "COVERED" is inserted.

Where there is no Insurance the words "NOT COVERED" are shown.

Section A	Employers' Liability	COVERED
Section B	Public Liability	COVERED
Section C	Product's Liability	COVERED

<u>Insurers</u>	<u>Proportion</u>
Accelerant Insurance Limited	100%

Deposit Premium	£ 2250.00
Insurance Premium Tax	£ 270.00
Secure Underwriting Fee	£ 250.00
Total	£ 2770.00

Notes:
 Subject to adjustment as per Condition 18.5.

The Minimum Premium that applies to this Policy is £2250.00

As per policy condition 18.13. Your Right to Cancel, should You cancel the policy after the initial 14 day period You will remain liable to pay the full annual premium.

SECTION A. EMPLOYERS' LIABILITY

Limit of Indemnity: £10,000,000.00

EXCESS: NIL

SECTION B. PUBLIC LIABILITY

Limit of Indemnity: £5,000,000.00

**EXCESS: *The Insured shall be responsible for the first;
£250 in respect of Third Party Property Damage
£250 in respect of Third Party Injury
of each and every loss and/or series of losses arising out of a single event***

SECTION C. PRODUCT'S LIABILITY

Limit of Indemnity: £5,000,000.00

EXCESS: NIL

ADDITIONAL ENDORSEMENTS, CONDITIONS, WARRANTIES AND EXCLUSIONS APPLICABLE TO THIS INSURANCE (IF ANY):

Infection Disease Exclusion

Notwithstanding any provision to the contrary within this policy, within any endorsement to this Policy or within any extension to this Policy, Section B Public Liability and Section C Product's Liability of this Policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- 1) Coronaviruses; and
- 2) Coronavirus disease (COVID-19); and
- 3) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- 4) any mutation of or variation of a), b) or c) above; and
- 5) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- 6) any fear or anticipation of a), b), c), d) or e) above,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Endorsement 1 - Bona Fide Sub-Contractors Warranty

It is warranted by the Insured that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- Employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- Public liability coverage with an indemnity limit of not less than the limits provided by this Policy
- An indemnity to the Insured as principal

It is further warranted by the Insured that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

Abuse Exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any

legal liability under Section B, directly or indirectly resulting from or in consequence of abuse of any nature whether direct or indirect.

Disclosure and Barring Service Warranty

It is a condition precedent to liability under this Policy that all staff are DBS checked prior to employment.

It is the responsibility of the Insured to check that all employees have been approved.

Participant to Participant Exclusion

Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability under Sections A or B, directly or indirectly resulting from or in consequence of any Injury caused by the negligent act and/or omission of any participant towards another participant

Advice Inclusion

The Underwriters will indemnify the Insured in respect of Injury or Damage caused by or arising from any tuition, instruction or advice given by or on behalf of the Insured for the Business activities described in the Schedule.

It is a condition precedent to liability that this cover extension is granted subject to tuition, instruction or advice only ever being provided by persons authorised by the Insured who are suitably qualified in the activities they are instructing

Leisure Activity Conditions

It is a condition precedent to the liability of Underwriters that cover under the Public Liability and Products Liability Sections of the Policy will provide indemnity in respect of loss or Damage arising leisure activities providing that the Insured:

- Participants are supervised at all times by an adequate number of trained or briefed marshals
- No alcohol is sold or permitted to be supplied during any event to any participants
- All participants wear satisfactory safety equipment
- Intoxicated participants will be prohibited from participating in any event
- At least one person qualified in first aid must be on site at all times
- All participants must sign a disclaimer from as agreed and in the case of persons under the age of 16 the counter signature of a parent or guardian is mandatory
- All concessionaries/bona fide sub-contractors maintain their own insurance for liability as covered under this contract of insurance for amounts and terms not less than stated in the Schedule of this contract of insurance
- All equipment to be inspected prior to use by a suitable member of staff and any defects rectified immediately ensuring that the equipment is in a safe and sound condition at all times when in use
- Safety briefings are given prior to every event

Proposal Form Condition

It is hereby noted and agreed that cover is subject to a hand signed and dated proposal form, completed in full by the Insured and to the Underwriters satisfaction, being received by Secure Underwriting within 30 days of inception.

Upon completion of this requirement (or if it is not completed by the required date), Underwriters and/or Secure Underwriting, at their option may amend the terms, premium, conditions or cancel the Policy. If Underwriters or Secure Underwriting exercise any of these options, notice will be given to the Insured in writing confirming the action(s) being taken.

All other provisions, conditions, warranties and exclusions remain as per the Policy wording

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations) (and as amended), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs any relevant employee of the class or description to which such certificate relates. These requirements will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form)

Policy Number:	CCAI/100037
1. Name of Policyholder:	Camelot Events Ltd
Including all subsidiary companies except those specifically excluded below.	
Excluded subsidiary companies:	N/A
2. Date of commencement of Insurance:	10 th August 2021
3. Date of Expiry of Insurance:	9 th August 2022

We hereby certify that subject to paragraph 2:

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney **(b)**; and
2. the minimum amount of cover provided by this policy is no less than £5 million**(c)**.

Signed on behalf of Accelerant Insurance Limited (Authorised Insurer)



Frank O'Neill
Chief Underwriting Officer

Notes:

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4 (6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

Underwritten by:

Accelerant Insurance Limited

Registered with No. C 92407 at Soho, The Strand, Office 2, Fawwara Building, Triq I-Imsida, Gzira GZR 1401 Malta
Accelerant Insurance Limited is authorised under the Insurance Business Act (Cap. 403 of the Laws of Malta) to carry on general business and is regulated by the Malta Financial Services Authority

Secure Underwriting
Combined Liability Insurance



SECURE
UNDERWRITING

Arranged through: Secure Underwriting

IMPORTANT NOTICE

In this Important Notice the following expressions have the following meanings

- (a) "We" and "Our" refers to Accelerant Insurance Limited.
- (b) "You" and "your" refer to the addressee of this contract.

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Contact Avid Insurance Services immediately if any corrections are necessary.

Any enquiries you may have regarding your policy may be addressed either to Avid Insurance Services or the insurance broker who arranged the policy for you.

Any notices and documents that you are required to send to Avid Insurance Services Limited under the terms of the policy should be addressed to Avid Insurance Services Limited, 20 St Dunstan's Hill, London EC3R 8HL (or such other address that you are notified of from time to time).

CERTIFICATE PROVISIONS

This Policy has been issued to you based on the information supplied about yourself your tenants your Business and your Property in the Statement of Fact and other material information declared which forms the basis of the Contract between yourself and the Insurers. It is therefore very important that you let your Insurance Broker know immediately of any changes that affect the information you have disclosed to us

For example in respect of legal liability exposures any material alterations such as changes in your Business/trade that affects the information you have disclosed to us

Whereas in respect of Property and material damage exposures examples may include if you move Property or if the Property is to be unoccupied or if anything happens to change the use the nature or the value of the Property insured. Remember that these insurances are subject to average which means that if you are or become underinsured you may only be paid a proportion of any claim that you might make.

In the event of a general enquiry or query relating to your Policy you the Insured should in the first instance contact your Insurance Broker who arranged this insurance, Secure Underwriting who this insurance was arranged through or contact the Policy Administrator at the address below:

Avid Insurance Services Ltd
20 St Dunstan's Hill,
London
EC3R 8HL

In the event of a claim or any circumstance that is likely to result in a claim you must immediately notify the following:

Quest Gates Ltd
Tel: 01204 869808
Email: boltonccs@questgates.co.uk

Ministry of Justice (MOJ) Portal Claims and the Duties Owed by the Insured

The MOJ reforms are now in effect and apply to the majority of Employers' and Public Liability claims arising in England and Wales. Principally these reforms set out a strict timetable for the acknowledgement and handling of claims. If the timetable is breached the costs charged by the claimant's legal representative will increase. As a result prompt reporting of incidents which may give rise to a claim and/or actual claims is vital to ensure investigations can be made in a timely fashion and to keep claim costs to a minimum.

Here is what to do if YOU receive a letter of claim or Claims Notification Form (CNF) from the claimant and/or claimant representative

If **YOU** receive a letter of claim or Claims Notification Form (CNF) direct from the claimant and/or claimant legal representative, do not admit liability and simply acknowledge receipt of the communication. The acknowledgement must be via an electronic format (e-mail is preferred) and within 24 hours from the date of the letter or CNF. In the acknowledgement please advise your **INSURER** is Accelerant Insurance Ltd and their correspondence has been sent to Quest Gates who are our Appointed Claims Administrator.

After acknowledging the claimant representative please send all correspondence immediately to Quest Gates remembering to quote your Policy number and name as shown on the Schedule. Please note YOUR failure to immediately report a claim or circumstance which may give rise to a claim or to provide our appointed Claims Administrator with full cooperation could result in the support from this Policy being withdrawn.

We also remind you of your obligations under the Health and Safety at Work Act 1974 to protect the health safety and welfare of your Employees which includes:

- Workplace risk assessments.
- Full and effective training.
- Provision of appropriate personal protective equipment (PPE).
- Communication of health and safety procedures.

It is understood by the Insured that any information provided to the Insurer(s) regarding the **Insured** will be processed by the Insurer(s) in compliance with the provisions of the **Data Protection Act 2018**.

We will use your information to manage your insurance Policy including underwriting and claims handling. This may include disclosing it to other Insurer(s) third party supplier's loss adjusters and reinsurers (the Group) or Governmental bodies. Your information includes data about your transactions. We may use and share your information with other members of the Group or Governmental bodies to help us and them:

- assess financial and insurance risks.
- recover debt.
- prevent and detect crime.
- develop services and systems.

We do not disclose your information to anyone outside the Group except:

- where we have your permission or;
- where we are required or permitted to do so by Law or;
- to other companies who provide a service to us or you or;
- where we may transfer rights and obligations under this agreement;

Sensitive Information

Some of the personal information we ask you for may be sensitive personal data as defined by the Data Protection Act 2018 (such as information about criminal convictions and civil proceedings). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your Policy documents.

Credit Reference Agencies

Your information may be linked to and your application assessed using credit reference agency records relating to anyone with whom you have a joint account or similar financial association.

Guidance Notes in Relation to Collection of Excess

Please note that payment of the Excess is a condition precedent and therefore in the event the Excess is not paid when requested the Insurer(s) will not pay the claim under this Policy and the Insured will have to pay any claims in full and may be liable to repay any costs incurred by the Insurer(s) up to the time of failure to pay the Excess.

The Insured will be asked to pay the excess:-

To encourage the reporting of claim circumstances, in accordance with the condition precedent requirements the Excess will not be called for unless or until liability has been admitted or costs Defence Costs are incurred with the other than the Insurer(s) own salary and other internal costs. This will apply to all claims with the exception of third party property damage claims where the Insured will be asked for the Excess as soon as the claim has been lodged and indemnity confirmed.

Please note: No Excess will be payable unless a formal claim has been made by the claimant or a solicitor or other representative on their behalf. Failure to report an incident which may give rise to a claim may lead to Insurer(s) refusing to pay the claim.

Employers' Liability Tracing Office – Notice to Policyholders

This Notice does not form part of your contract of insurance and is for information purposes only

Certain information relating to your insurance Policy including without limitation the Policy number(s) employers names and addresses (including subsidiaries and any relevant changes of name) coverage dates employers reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurer(s) Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (the "Claimants"):

1. to identify which Insurer (or Insurer(s)) was (or were) providing employers' liability cover during the relevant periods of employment and;
2. 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 Insurer(s) with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance Policy you will be deemed to specifically consent to the use of your insurance Policy data in this way and for these purposes.

Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering when for example:

- checking applications for and managing credit and other facilities and recovering debt
- checking insurance proposals and claims
- checking details of job applicants and Employees

Statutory Status Disclosure

Your insurance is administered by Avid Insurance Services Limited and underwritten by Accelerant Insurance Limited, SOHO, The Strand, Office 2, Fawwara Building, Triq L-Imsida, Gzira GZR 1401, Malta.

Accelerant Insurance Limited is a company registered in Malta (Company number C92407) with registered office at SOHO, The Strand, Office 2, Fawwara Building, Triq L-Imsida, Gzira GZR 1401, Malta.

Accelerant Insurance Limited is authorised under the Insurance Business Act (Cap. 403 of the Laws of Malta) to carry on general business and is regulated by the Malta Financial Services Authority.

LIABILITY INSURANCE

1. OPERATIVE CLAUSE

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

2. DEFINITIONS

For the purpose of this Policy:

- 2.1. The Insured / You / Your means:
 - 2.1.1. the person, persons or corporate body named in the Schedule
 - 2.1.2. subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.
- 2.2. Underwriters means
Accelerant Insurance Limited
- 2.3. Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:
 - 2.3.1. the ownership, repair and maintenance of the Insured's own property
 - 2.3.2. provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services
 - 2.3.3. private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.
- 2.4. Injury means death, bodily injury, illness or disease of or to any person.
- 2.5. Damage means loss of possession of or damage to tangible property.

- 2.6. Person Employed means any:
- 2.6.1. Employee being a person under a contract of service or apprenticeship with the Insured
 - 2.6.2. labour master and persons supplied by him
 - 2.6.3. person employed by labour only sub-contractors
 - 2.6.4. self employed person under the control of the Insured
 - 2.6.5. person hired to or borrowed by the Insured
 - 2.6.6. person undertaking study or work experience or youth training scheme with the Insured
- working for the Insured in connection with the Business.
- 2.7. Product means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
- 2.8. Pollution means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.
- 2.9. Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Certificate.
- 2.10. Terrorism means an act, - whether involving violence or the use of force or not – or the threat or the preparation thereof, of any person or group(s) of persons – whether acting alone or on behalf of or in connection with any organisation(s) or government(s) – which
- is designed to, or does
 - intimidate or influence a de jure or de facto government or the public or a section of the public, or
 - disrupt and segment of the economy
 - and
 - from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives

3. INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1. managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured
- 3.2. the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3.3. any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- 3.4. any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

- 3.5. the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

4. CROSS LIABILITIES

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

5. LIMITS OF INDEMNITY

- 5.1. SECTION A – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.
- 5.2. SECTIONS B AND C – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

- 5.2.1. under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- 5.2.2. under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.
- 5.2.3. in respect of Defence Costs, section 6.1.3. Corporate Manslaughter and Corporate Homicide Act 2007, shall not exceed £1,000,000 in all during the Period of Insurance.

6. DEFENCE COSTS

Subject to the written consent and the control of the Underwriters and subject to all other Policy Conditions and Exclusions, this Policy will also pay Defence Costs.

Defence Costs include legal expenses:

- 6.1. incurred by or awarded against the Insured arising out of any prosecution of the Insured:
 - 6.1.1. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
 - 6.1.2. for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
 - 6.1.3. incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that Underwriters' shall not be liable for any fines or penalties imposed as a consequence of such prosecution

- 6.2. arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- 6.3. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Certificate

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A and in respect of Section 6.1 when the Limit of Indemnity will be inclusive of all Defence Costs unless this Certificate is specifically endorsed to the contrary.

7. COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Certificate the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:

- 7.1. any director or partner £250
- 7.2. any Employee £100

8. DATA PROTECTION ACT

We will within the terms of Section B 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

- 8.1. 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
- 8.2. 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
- 8.3. We shall not provide indemnity
 - 8.3.1. for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
 - 8.3.2. 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
 - 8.3.3. for the costs of replacing reinstating rectifying or erasing any personal Data
 - 8.3.4. 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
 - 8.3.5. 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
 - 8.3.6. against Contractual Liability
 - 8.3.7. against liability in respect of Bodily Injury to any person or Damage to Property

SECTION A – EMPLOYERS' LIABILITY

9. SECTION A – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring during the Period of Insurance.

10. SECTION A – EXCLUSIONS

This Section does not apply to or include legal liability:

- 10.1. arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed
- 10.2. incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security
- 10.3. arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- 10.4. arising out of Terrorism other than to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of liability of employees, in which case a sub-limit of £5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim or series of claims against the Insured.
- 10.5. arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause.

It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

11. SECTION A – COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the Insured, and the Underwriters shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

SECTION B – PUBLIC LIABILITY

12. SECTION B – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage and/or Obstruction, Trespass, Nuisance, or Interference with any legal right of way, air, light or water or other easement and/or wrongful arrest, wrongful detention, false imprisonment or malicious prosecution occurring during the Period of Insurance.

13. SECTION B – EXCLUSIONS

This Section does not apply to or include legal liability:

- 13.1. in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 13.2. arising out of or in connection with any Product.
- 13.3. arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - 13.3.1. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
 - 13.3.2. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - 13.3.3. arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- 13.4. arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- 13.5. for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:
 - 13.5.1. clothing and personal effects (including vehicles and their contents) of Employees and visitors
 - 13.5.2. premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work
 - 13.5.3. premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement
- 13.6. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

SECTION C – PRODUCTS LIABILITY

14. SECTION C – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

15. SECTION C – EXCLUSIONS

This Section does not apply to or include legal liability:

- 15.1. in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 15.2. for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective
- 15.3. arising out of the recall of any Product or part thereof
- 15.4. arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- 15.5. arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- 15.6. arising from circumstances known to the Insured prior to the inception date of this Insurance.
- 15.7. arising from the failure of any Product to perform its intended function.

GENERAL EXCLUSIONS

16. EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

Sections B and C do not apply to or include legal liability:

- 16.1. arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- 16.2. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 16.3. arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;
 - 16.3.1. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
 - 16.3.2. was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Certificate to have occurred at the time such incident takes place and that Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

- 16.4. directly or indirectly occasioned by, happening through or in 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.
- 16.5. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 16.6.
 - i. directly or consequentially, on account of "bodily injury," "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - ii. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - iii. any obligation or duty to defend any actions on account of "bodily injury," "property damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For the purposes of this exclusion, "bodily injury" shall include mental anguish, mental injury and/ or emotional distress.

- 16.7. directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 16.8. arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
- 16.9. directly or indirectly resulting from, or in consequence of any travel package arrangement.
- 16.10. Infection Disease Exclusion
Notwithstanding any provision to the contrary within this policy, within any endorsement to this Policy or within any extension to this Policy, this Policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:
- 16.10.1. Coronaviruses; and
 - 16.10.2. Coronavirus disease (COVID-19); and
 - 16.10.3. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
 - 16.10.4. any mutation of or variation of a), b) or c) above; and
 - 16.10.5. any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
 - 16.10.6. any fear or anticipation of a), b), c), d) or e) above,
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.

17. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF POLICY

This Policy does not apply to or include legal liability:

- 17.1. directly or indirectly caused by or contributed to by or arising from:
 - 17.1.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 17.1.2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

- a) of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
 - b) assumed by the Insured by agreement which would not have attached in the absence of such agreement
- 17.2. for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
 - 17.3. for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
 - 17.4. which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

GENERAL CONDITIONS

18. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE CERTIFICATE

(Conditions 18.1. to 18.5. are precedent to Underwriters' liability to provide Indemnity under this Certificate)

- 18.1. The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 18.2. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 18.3. The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

- 18.4. The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 18.5. Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
- 18.6. Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 18.7. If any claim under this Policy is in any respect fraudulent this act, this Policy shall become void and all benefit hereunder shall be forfeited.
- 18.8. The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.

- 18.9. Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 18.10. All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
- 18.11. Contract (Rights of Third Parties) Act 1999 Clarification Clause
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 18.12. E.U. Disclosure Clause (UK)
Notice to the Proposer/Insured
The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.
- 18.13. Your Right to Cancel
You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document, although we reserve our rights on refunding any premium if you have made a claim on this Policy or are aware of any incidents that could lead to a claim.

If You do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Underwriters reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for You

19. COMPLAINTS PROCEDURE

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the broker who arranged the insurance will be able to resolve any concerns and You should contact them directly.

Alternatively if You need to complain please contact Avid Insurance Services Limited quoting Your policy or claim number.

Avid Insurance Services Limited
Address: 20 St Dunstan's Hill, London, EC3R 8HL
Email: info@avidinsurance.co.uk
Telephone: +44(0) 203 195 7500

if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following 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

20. FINANCIAL SERVICES COMPENSATION SCHEME

Underwriters are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if Underwriters are unable to meet their obligations to you under this contract. If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme 7th floor, Lloyd's Chambers, Portsoken Street, London E1 8BN and on their website www.fscs.org.uk.

21. INSURANCE ACT 2015

APPLICATION OF WARRANTIES

1. Any reference in the policy to the proposal form/statement of fact/ information provided, as being the basis of the contract is removed.
2. Any term which uses the word "warranty" or "warranted" wherever it may appear in Your Policy shall be construed as a suspensory condition. This means that Underwriters will have no liability under the Policy to indemnify You after the term has been breached until the breach is remedied by You.

CONDITIONS PRECEDENT

Underwriters will not rely on breach of a condition precedent to decline Your claim if that condition was designed to reduce a loss of a particular kind, at a particular location and/or at a particular time and You are able to prove that non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

FRAUDULENT CLAIMS

If any fraud is committed by You in relation to a claim under the Policy then Underwriters will not pay that claim. Underwriters also elect to treat the Policy as terminated from the date of the fraudulent act, in which case premiums are non-refundable.

FAIR PRESENTATION OF RISK CONDITION

You have a duty to make a fair presentation of the risk which You wish to insure.

This duty applies before the start of Your policy, before any variation is made and prior to each renewal. If You do not comply with this duty then:

1. If the failure to make a fair presentation of the risk is deliberate or reckless then Underwriters can elect to make Your Policy void and keep the premium. This means treating the policy as if it had not existed and no return of premiums paid to Underwriters; or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless but cover still would not have been provided had You made a fair presentation, then Underwriters can elect to make Your Policy void and return premiums paid by You to the Underwriters; or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and Underwriters would have issued cover on different terms had You made a fair presentation then Underwriters can:
 - a. Reduce proportionately any amount paid or payable in respect of a claim under the Policy by a percentage calculated by dividing the premium actually charged by the premium which Underwriters would have charged had You made a fair presentation; and/or
 - b. Treat the Policy as if it had included such different terms (other than payment of the premium) as Underwriters would have imposed had You made a fair presentation.
4. Where Underwriters elect to apply one of the above then:
 - a. if Your Policy is made void, this will be from the start of the Policy, or the date of variation or from the date of renewal.
 - b. Underwriters will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the Policy, or the date of variation or from the date of renewal
 - c. the Policy will be treated as having different terms imposed from the start of the Policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

Subject to the above, all the terms, exclusions and conditions of the Policy will continue to apply.