

## Thank you for choosing Allianz Insurance plc.

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

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you.

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

Your IntoSport Policy is made up of several parts which must be read together as they form your contract. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let Marshall Wooldridge know - adjustments are easily made and we will be pleased to help.

The parts of the Policy are:

- \* this Introduction; the Policy Definitions; the Insuring clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy
- \* the Sections of cover selected by you, including the Section Conditions and Special Conditions which apply to the Section
- \* the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

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



Andrew Torrance  
Chief Executive

# Policy Definitions

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

## Policy

The document described in the Introduction

## Section/Sections

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

## Schedule

The part of this Policy that details proposal and other information forming the basis of this contract and that shows the Sections of this Policy selected

## The Insurer

Allianz Insurance plc

## The Insured

The club, member, committee, trustees, individual member and volunteers

## Period of Insurance

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

## Business

The Business Description stated in the Schedule

## Sum Insured

The maximum amount The Insurer will pay for each item insured under any Section

## Total Sum Insured

The total amount payable by The Insurer under any Section

## Excess

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

# Insuring Clause

The proposal or any information supplied by or on behalf of The Insured forms the basis of this contract between The Insured and The Insurer.

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

For the Company

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style with a horizontal line underneath the name.

Andrew Torrance  
Chief Executive

# General Exclusions

This Policy does not cover

## 1. Radioactive Contamination

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

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

## 2. War

(Not applicable to the Employers' Liability Section)

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

## 3. Terrorism

(Not applicable to the Employers Liability, Public and Products Liability, Personal Accident or Terrorism [when insured as a separate Section] Sections)

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

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

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

In respect of a, above an Act of Terrorism (Terrorism) means:-

Acts of Persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

- b. in respect of territories other than those stated in a. above

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

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

In respect of b. above an act of Terrorism (Terrorism) means:-

An act, including but not limited to the use of force or violence and/or the threat thereof, 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), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

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

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

## 4. E. Risks

(Not applicable to the Employers Liability, Public and Products Liability or Personal Accident Sections)

- a. loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - i. programming or operator error whether by **The Insured** or any other person
  - ii. Virus or Similar Mechanism (as defined below)
  - iii. Hacking (as defined below)
  - iv. malicious persons
  - v. failure of external networks

unless, in respect of i, ii and iii, above, such loss or destruction or damage results from a concurrent or

# General Exclusions (cont.)

subsequent cause not excluded by this or any other Policy exclusion.

- b. any financial loss or expense of whatsoever nature, including but not limited to Business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a of this Exclusion unless, in respect of a, i, ii, or iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion.
- c. loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a of this Exclusion unless, in respect of loss or damage to other property arising from a, i., ii, or iii above, resulting from a concurrent or subsequent cause not excluded by this or any other Policy exclusion.
- d. Loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
  - i. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions or malicious persons
  - ii. the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d, i above
  - iii. any misinterpretation, use or misuse of information on computer systems or other records, programs or software

unless, in respect of d, ii and iii, above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion.

- e. any financial loss or expense of whatsoever nature, including but not limited to Business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c and d of this Exclusion unless, in respect of c, d and ii and iii above the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion

For the purpose of this Exclusion:

## Computer Equipment

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

## Virus or Similar Mechanism

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

## Hacking

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

# General Conditions

## 1. Policy Voidable

This Policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular.

## 2. Reasonable Precautions

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

## 3. Claims

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

- a. notify **The Insurer** as soon as reasonably possible
- b. pass immediately, and unacknowledged, any letter of claim to **The Insurer**
- c. notify **The Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this **Policy**
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and un-repaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **The Insurer** may reasonably require
- g. furnish with all reasonable despatch at **The Insured's** expense such further particulars and information as **The Insurer** may reasonably require
- h. make available at **The Insured's** expense any documents required by **The Insurer** with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **The Insurer**

- j. allow **The Insurer** in the name of and on behalf of **The Insured** to take over and, during such periods as **The Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **The Insurer** for that purpose.

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

## 4. Cancellation

**The Insurer** or **The Insured** may cancel this **Policy** by giving the other respective party thirty (30) days' notice in writing at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance** **The Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance. For cancellation following default in payment of the premium or any agreed instalment by **The Insured** the period of notice given by **The Insurer** may be reduced to seven (7) days.

## 5. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by **The Insured** or anyone acting on behalf of **The Insured** to obtain any benefit under this **Policy**, or if any injury, loss, destruction or damage is caused by the wilful act or the connivance of **The Insured**, all benefit under this **Policy** shall be forfeited.

## 6. Discharge of Liability (Not applicable to the Employers' Liability Section)

**The Insurer** may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting there from any sums already paid) or by the payment of any balance of any maximum limit of liability for any one **Period of Insurance** whichever is the less, together with the amount of any costs and expenses to the date of such payment.

# General Conditions (cont.)

## 7. Law Applicable

Unless agreed otherwise by **The Insurer**

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

## 8. Rights of Third Parties

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 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.

# Public and Products Liability Section

## Definitions

### 1. Injury

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

### 2. Employee

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

### 3. Business

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

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

### 4. Territorial Limits

- A. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- B. any other member country of the European Union
- C. elsewhere in the world in respect of injury, loss or damage caused by or arising from

- i. non-manual activities of any partner, director or **Employee** of **The Insured** normally resident within the territories specified in Definition 4.A. above and occurring during any journey or temporary visit
- ii. **Products**.

### 5. Products

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

### 6. Pollution or Contamination

- A. All Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
- B. all injury, loss or damage directly or indirectly caused by such Pollution or Contamination.

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

### 7. Offshore Installations

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

# Public and Products Liability Section (cont.)

## Cover

A. **The Insurer** will indemnify **The Insured** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental

- a. **Injury** to any person
- b. loss of or damage to material property
- c. nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

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

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

## Limit of Indemnity

- A. **The Insurer's** liability for all compensation payable in respect of
- i. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
  - ii. all **Injury**, loss and damage occurring during any one **Period of Insurance** and caused by and arising from **Products**
  - iii. all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed the Limit of Indemnity stated in the **Schedule**.
- B. In respect of all claims against **The Insured** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
- i. claimants' costs and expenses
  - ii. costs and expenses incurred by **The Insurer** or with the written consent of **The Insurer** in connection with the defence of such claims.

## B. Indemnity to Other Parties

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

- a. any officer or committee member or other member of **The Insured's** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b. any partner, director or **Employee** of **The Insured** against liability incurred in such capacity and in respect of which **The Insured** would have been entitled to indemnity under this **Section** if the claim had been made against **The Insured** as though each party were individually named as **The Insured** in this **Section**
- c. any principal for whom **The Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **The Insured** and in respect of which **The Insured** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **The Insured**.
- d. any officer or committee member or other member of the Insured Club in their respective capacities as such as though each such party was individually named as **The Insured** in this **Section**.

Provided that

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

## C. Joint Insured – Cross Liabilities

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

## D. Overseas Personal Liability

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

# Public and Products Liability Section (cont.)

## E. Motor Contingent Liability

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

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

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

## F. Health and Safety at Work – Legal Defence Costs

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

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

Provided that

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

**The Insurer** will not pay for

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

## G. Data Protection Act

**The Insurer** will indemnify **The Insured** and at **The Insured's** request any partner, director or **Employee** of **The Insured** against the sums which **The Insured** or any director, partner or **Employee** of **The Insured** become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for damage or distress caused in connection with the **Business** during the **Period of Insurance** provided that **The Insured** is

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

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

**The Insurer** will not pay for

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

## H. Defective Premises Act 1972

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

Provided that this Extension does not cover

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

# Public and Products Liability Section (cont.)

## I. Consumer Protection and Food Safety Acts – Legal Defence Costs

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

- a. Part 2 of the Consumer Protection Act 1987
- or
- b. Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

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

**The Insurer** will not pay for

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

## J. Court Attendance Compensation

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

- i. any director or partner           £250
- ii. any **Employee**                   £150

## K. Contractual Liability

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

Provided that **The Insurer** shall not in any event provide indemnity

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

## L. Public and Products Liability - Terrorism Inner Limit

In respect of an Act of Terrorism the Limit of Indemnity under this **Section** shall not exceed the Limit of Indemnity shown in the **Schedule** or £5,000,000 (whichever is the lesser). For the purposes of this limitation the Definition of an Act of Terrorism is: an act including but not limited to the use of force or violence and/or threat 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) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear. If **The Insurer** alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon **The Insured**.

## M. Manslaughter Defence Costs

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

- a. legal costs and expenses incurred with the prior written consent of **The Insurer** and
- b. costs of the prosecution awarded against **The Insured** in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the **Period of Insurance** in connection with the **Business** and which may be the subject of indemnity under this **Section**

Provided that

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

# Public and Products Liability Section (cont.)

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

**The Insurer** will not pay for

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

# Exclusions

This **Section** does not cover

## 1. Injury to Employees

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

## 2. Work on Offshore Installations

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

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

Liability in respect of

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

## 4. Pollution or Contamination

Liability in respect of

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

## 5. Mechanically Propelled Vehicles

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

- i. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- ii. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy.

## 6. Vessels or Craft

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

## 7. Property in the charge or control of The Insured

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

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

## 8. Damage to Goods Supplied

Liability in respect of

- a. loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of **The Insured**
- b. all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
  - i. any such goods or property
  - ii. any defective work executed by or on behalf of **The Insured** except that 8.a. and 8.b.i above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from
    1. any alteration, repair or servicing work executed
    2. any other goods or property sold, supplied, delivered, installed or erectedby **The Insured** under a separate contract.

# Exclusions (cont.)

## 9. Products

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

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

## 10. Advice and Design

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

## 11. Contract Works and J.C.T. Clause 21.2.1

Liability in respect of loss of or damage to any property

- a. comprising or to be incorporated in the contract works in respect of any contract undertaken by **The Insured**
- b. against which **The Insured** are required to effect insurance under the terms of Clause 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.

## 12. Computer Date Recognition

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

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

## 13. Excess

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

# Section Conditions

## 1. Other Insurances

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

## 2. Alteration

If at any time anything shall occur or be done which materially affects the risk insured **The Insured** shall give immediate notice in writing to **The Insurer**.

## 3. Discharge of Liability

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

# Employers' Liability Section

## Definitions

### 1. Injury

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

### 2. Employee

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

### 3. Business

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

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

### 4. Territorial Limits

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

### 5. Offshore Installations

Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation

- A. any installation in the sea or tidal waters which is intended for 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 locations specified in Definition 5.A., 5.B. or 5.C. above.

# Employers' Liability Section (cont.)

## Cover

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

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

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

## Limit of Indemnity

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

## B. Indemnity to Other Parties

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

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

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

Provided that

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

## C. Health and Safety at Work – Legal Defence Costs

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

- a. costs and expenses incurred with **The Insurer's** written consent
- b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

Provided that

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

**The Insurer** will not pay for

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

# Employers' Liability Section (cont.)

## D Unsatisfied Court Judgements

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

- a. is obtained by such **Employee** in any court situate within the territories specified in Definition 4.A. against any person or corporate body domiciled or operating from premises within such territories and
- b. remains wholly or partly unsatisfied six months after the date of such judgement **The Insurer** will if **The Insured** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- i there is no appeal outstanding
- ii the **Employee** shall have assigned the judgement to **The Insurer**
- iii this **Section** was shown in the **Schedule** at the time of the **Injury**.

## E Court Attendance Compensation

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

- i any director or partner £250.00
- ii any **Employee** £150.00

## F Employers Liability - Terrorism Inner Limit

The Limit of Indemnity shall not exceed £5,000,000 in respect of an act of Terrorism. For the purposes of this limitation the Definition of an act of Terrorism is: an act including but not limited to the use of force or violence and/or threat 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) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear. If **The Insurer** alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon **The Insured**.

## G Manslaughter Defence Costs

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

- a. legal costs and expenses incurred with the prior written consent of **The Insurer** and
- b. costs of the prosecution awarded against **The Insured** in connection with the defence of any criminal proceedings including appeals against judgment arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the **Period of Insurance** in connection with the **Business** and which may be the subject of indemnity under this **Section**

Provided that

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

**The Insurer** will not pay for

- a. any fines or penalties imposed on **The Insured** or the cost of implementing any remedial order or publicity order
- b. legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **The Insured** at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- c. costs and expenses provided by another source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance

# Employers' Liability Section (cont.)

- d. costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
- e. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
  - i. **The Insured**
  - ii. any partner or director of **The Insured**
  - iii. any **Employee**

## Exclusions

This **Section** does not cover:

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

## Section Conditions

### 1. Compulsory Insurance Legislation

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

### 2. Certificate of Employers' Liability

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

### 3. Other Insurances

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

### 4. Alteration

If at any time anything shall occur or be done which materially affects the risk insured **The Insured** shall give immediate notice in writing to **The Insurer**.

### 5. Discharge of Liability

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

# Specified All Risks Section

## Definitions

### Damage/Damaged

Accidental loss or destruction of or damage to Property Insured.

### Premises

The buildings, including their grounds, all within the boundaries for which **The Insured** are responsible and being occupied by **The Insured** for the purpose of the **Business**.

### Property/Property Insured

Property described in the **Schedule**.

### Territorial Limits

Anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Cover

**The Insurer** will pay **The Insured** for **Damage** to **Property Insured** described in the **Schedule**, whilst within the **Territorial Limits** specified in the **Schedule**.

## Exclusions

1. **Damage** caused by or arising from
  - a. wear and tear, inherent defect
  - b. rot, mildew, rust, corrosion, frost, pollution or contamination
  - c. insects, woodworm, vermin
  - d. dyeing, cleaning, repair, repair and renovation
  - e. electronic, electrical or mechanical breakdown, failure or derangement
  - f. faulty manipulation, design, plan, specification or materials
  - g. gradual deterioration, market depreciation
  - h. consequential loss or **Damage** of any kind or description
2. **Damage** to **Property Insured** caused by its undergoing any process involving the application of heat
3. **Damage** suffered by **The Insured** as a result of being deceived into knowingly parting with property
4. **Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
5. **Damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** by fire or explosion) strikers, locked out workers, persons taking part in labour disturbances or malicious persons
6. **Damage** directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of **The Insured** or not, to achieve any or all of the process, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
  - i. correctly to recognise any date as its true calendar date
  - ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date
7. **Damage** not occurring within the **Territorial Limits** specified in the **Schedule**
8. **Damage** suffered to any item whilst in use
9. **Damage** to **Property Insured** caused by theft or attempted theft from any unlocked and unattended vehicle or building
10. **Damage** to members' personal effects
11. the amount of any **Excess** specified in the **Schedule**.

# Specified All Risks Section (cont.)

## Basis of Settlement

The Insurer will pay The Insured the value of the Property Insured at the time of its loss or destruction, or the amount of the Damage, or at The Insurer's option will reinstate or replace such property or any part of such property.

The most The Insurer will pay for any one claim is

- A. the total Sum Insured, or for each item its individual Sum Insured, at the time of Damage
- B. the amount of the Sum Insured remaining after deduction for any other Damage occurring during the same Period of Insurance, unless The Insurer agrees to reinstate any such Sum Insured.

In consideration of sums insured not being reduced by the amount of any claim, The Insured will pay the appropriate additional premium on the amount of the claim from the date of Damage to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft (as insured by this Section).

## Basis of Settlement Adjustments

In calculating the most The Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

### 1. Average (Underinsurance)

Sums Insured are declared to be separately subject to Average. This means if at the time of Damage the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount payable by The Insurer will be proportionately reduced.

### 2. Contribution and Average

If at the time of Damage any other insurance has been effected by or on behalf of The Insured covering any of the Property Damaged, The Insurer's liability under this Section shall be limited to The Insurer's rateable proportion of such Damage

### 3. Data Processing and Ancillary Equipment

Cover includes Damage to data processing and ancillary equipment caused by dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, if directly resulting from Damage to any air conditioning facilities.

### 4. Interested Parties

The Insurer agrees to note the interest of any party notifying their interest in any of the Property Insured in writing, the nature and extent of such interest to be disclosed in the event of Damage.

## Section Conditions

### 1. Precautions

The Insured must

- a. keep the Premises secure and in a good state of repair
- b. install any additional protections asked for by The Insurer in the Premises, or in any vehicle
- c. remove all keys including duplicate keys relative to the security of
  - i. the Premises and any safe or strong room on the Premises from such secured Premises when they are closed for business or left unattended
  - ii. any vehicle from such secured vehicle when such vehicle is left unattended.

### 2. Alteration

Unless The Insurer agrees in writing, cover under this Section shall be avoided for any of the Property Insured in regard to which there is any alteration after the commencement of this Section which increases the risk of Damage.

### 3. Non Invalidation

This Section shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of The Insured by which the risk of Damage is increased, provided The Insured shall give notice to The Insurer (and pay an additional premium) immediately they become aware of such alteration.

### 4. Reinstatement

If any property is to be reinstated or replaced by The Insurer, The Insured shall at their own expense provide all documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances permit, and in a reasonably sufficient manner, and shall not in any case be bound to expend for any one item of this Section more than its Sum Insured.

# Specified All Risks Section (cont.)

## 5. The Insurer's Rights following a Claim

In respect of **Damage** for which a claim is made, **The Insurer** and any person authorised by **The Insurer** may without incurring any liability or diminishing any of **The Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of the **Premises** where such **Damage** has occurred, and take possession of or require to be delivered to **The Insurer** any property insured, and deal with such property for all reasonable purposes and in any reasonable manner.

No property may be abandoned to **The Insurer**, whether taken possession of by **The Insurer** or not.

**The Insurer** will not pay for any claim unless the terms of this condition have been complied with.

## 6. Subrogation

Any claimant under this **Section** shall, at **The Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **The Insured**, before or after **The Insurer** makes any payment.

**The Insurer** agrees to waive any such rights to which **The Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **The Insured** or against any company which is a subsidiary of a parent company of which **The Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the **Damage**.

# Personal Accident Section

## Definitions

### Accidental Bodily Injury

Bodily Injury caused by:

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

### Aircraft Accumulation Limit

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

### Annual Salary

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

### Associated Illness

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

### Benefit

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

### Capital Sum Benefit

A **Benefit** that is not payable at a weekly rate.

### Clause

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

### Contamination

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

### Contamination by Terrorism Accumulation Limit

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

### Conveyance Accumulation Limit

The **Insurer's** maximum liability in the aggregate under this and any other group personal accident and business travel policies issued or to be issued by **The Insurer** to **The Insured** in respect of any one originating event involving any motorised or powered transport with the exception of aircraft.

### Death

Death caused by **Accidental Bodily Injury**.

### Event Accumulation Limit

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

### Excess Period

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

### First Aid Expenses

Expenses necessarily incurred by **The Insured Person** or **The Insured** on behalf of **The Insured Person** for immediate and urgent treatment due to **The Insured Person** having sustained **Accidental Bodily Injury** which results in a valid claim for any of the **Benefits** under Items 1 and 2 as shown in the Scale(s) of Compensation in the **Schedule**.

### Insured Person

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

### Loss

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

### Loss of Limb

Total and permanent loss

- a. by physical separation

or

- b. of use

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

# Personal Accident Section (cont.)

## Loss of Sight

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

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

or

- b. in one eye, if the degree of sight remaining after correction is either:
  - i) 3/60 or less on the Snellen Scale      Benefit 100%
  - ii) between 3/60 and 6/60  
on the Snellen Scale      Benefit 10%

**The Insurer** will not pay more than the Loss of Sight **Benefit** as shown in the **Schedule**.

## Maximum Benefit

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

## Maximum Benefit Period

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

## Operative Time of Cover

Whilst the **Insured Person** is at any ground or premises in the United Kingdom where **The Insured** has agreed a fixture, organised training or other official club activity, including travel directly to and from such activities.

## Permanent Total Disablement

Any permanent disablement other than

- a. Loss of sight
- b. Loss of Limb

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

## Permanent Partial Disablement

Means **Loss of Sight** or **Loss of Limb**

## Scale(s) of Compensation

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

## Temporary Total Disablement

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

## Terrorism

An act including but not limited to the use of force or violence and/or the threat 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) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

## Usual Occupation

The tasks, duties and other functions, which **The Insured Person's** employer normally pays **The Insured Person** to perform in connection with their employment.

## Weekly Benefit

The amount shown in the **Schedule** under the Scale(s) of Compensation that **The Insurer** will pay to **The Insured** for each complete working week, during any period of **Temporary Total Disablement** of an **Insured Person**.

## Weekly Wage

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

# Personal Accident Section (cont.)

## Cover

### Personal Accident Cover

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

- a. Death
  - b. Permanent Total Disablement
  - c. Permanent Partial Disablement
  - d. Temporary Total Disablement
- of an Insured Person.

### Extensions of cover

This describes a number of additional benefits which are provided for **Insured Persons** if stated in the **Schedule**.

### Dental/Optical Expenses

The Insurer will pay for all dental and optical treatment up to a maximum of £500 in respect of each **Insured Person** necessarily incurred by **The Insured** or the **Insured Person(s)** as a result of an accident whilst engaged in Club activities if external oral or optical impact results in damage to **The Insured Person's** teeth or eyes, which necessitates dental or optical treatment.

### Repair or Replacement of Spectacles

The Insurer will pay for repair or replacement of broken or cracked spectacles up to a maximum of £500 in respect of each **Insured Person** necessarily incurred by the **Insured Person(s)** as a result of an accident whilst engaging in Club activities.

This extension shall not apply to the cost of replacement or repair of contact lenses or property otherwise insured.

### Physiotherapy Treatment

The Insurer will pay up to a maximum of £500 in respect of each **Insured Person** for physiotherapy treatment deemed appropriate by **The Insured Person's** medical attendant due to the **Insured Person** having sustained **Accidental Bodily Injury** whilst engaging in Club activities which results in the inability to participate in matches provided that the **Insured Person** is under 80 years of age.

## Exclusions

### This Section does not cover:

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

1. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
2. The **Insured Person**
  - a. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for **The Insured Person's** own drug addiction or alcoholism
  - b. motorcycling (other than in respect of mopeds or scooters up to 50cc)
  - c. hunting
  - d. engaging in winter sports other than curling or skating
  - e. mountaineering or rock climbing (necessitating the use of ropes or guides)
  - f. engaged in any gainful occupation outside the **Business of The Insured** specified in the **Schedule**
  - g. riding or driving in any kind of race or endurance test (or practice therefore)
  - h. engaging in armed or unarmed combat sports (with the exception of Karate), potholing, skin-diving or other hazardous activities
  - i. serving in the Armed Forces of any Nation or International Authority
  - j. committing suicide, attempted suicide or intentional self-injury
  - k. engaging in air travel
    - i. as aircraft crew of any kind or carrying out any trade or technical operation whilst an aircraft is in flight
    - ii. other than as a fare paying passenger in a fully licensed passenger carrying aircraft.

# Personal Accident Section (cont.)

3. ionising radiations radioactive contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human immunodeficiency Virus HIV and or any mutant derivative or variations however caused.
5. Claims are not payable as a result of any event directly or indirectly arising out of **Contamination** due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.

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

6. Any claim in excess of the:-
  - a. **Event Accumulation Limit**,
  - b. **Aircraft Accumulation Limit**
  - c. **Conveyance Accumulation Limit**whichever shall be the lower.
7. Any claim in respect of:-
  - a. any **Benefit** during the **Excess Period**
  - b. sickness or disease (with the exception of **Associated Illness**)
  - c. **Insured Persons** aged 85 or over
  - d. **Temporary Total Disablement** for **Insured Persons** aged:
    - i. Under 16 years of age, or under 18 years of age and in full time education
    - ii. 80 years and over

## Conditions

The General Conditions of this **Policy** apply to this **Section** with the exception of General Conditions 2, 3 and 4.

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

### 1. Duty of Disclosure

All information supplied to **The Insurer** by or on behalf of **The Insured** in connection with this **Section** must be truthful and complete including any information supplied in relation to a claim.

### 2. Payment of Premium

**The Insured** must pay to **The Insurer** all premiums due to **The Insurer** together with all taxes due on the premiums.

If **The Insurer** agrees to accept payment of premiums by instalments and payment of any instalment is not made on a due date for whatever reason the full outstanding balance shall become payable immediately.

If **The Insured** then fails to pay such amount within seven days of **The Insurer** giving notice to **The Insured** of the default in payment **The Insurer** may cancel this **Section** by giving 7 days' notice in writing to **The Insured**.

### 3. Assignment

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

### 4. Change in Risk

**The Insured** must give immediate notice to **The Insurer** of any change to the ownership of **The Insured** or the **Business** of **The Insured** from that which **The Insured** originally advised to **The Insurer**.

### 5. The Insurer's right to cancel this Section

**The Insurer** may cancel this **Section** by sending 30 days' notice by recorded delivery post to **The Insured** at **The Insured's** last known address together with any appropriate refund of premium. **The Insured Person** and **The Insured** may not cancel this **Section**.

### 6. Benefit Limits

- a. **The Insurer** will not pay more than the **Maximum Benefit** or **Sum Insured** as specified in the Scale(s) of Compensation in the **Schedule** for any one **Insured Person**.

# Personal Accident Section (cont.)

- b. The **Maximum Benefit** payable in respect of **Death** of an **Insured Person**
  - i. under 16 years of age or under 18 years of age and in full time education shall not exceed £2,000
  - ii. between 80 and 84 years of age shall not exceed £5,000or the **Benefit** stated in the Scale(s) of Compensation in the **Schedule** whichever is the lower.
- c. The maximum **Weekly Benefit** payable for **Temporary Total Disablement** will not exceed 100% of **The Insured Person's** normal **Weekly Wage**.

It is the duty of **The Insured** and **The Insured Person** to inform **The Insurer** if any claim payment does exceed these limits.

**The Insurer** shall be entitled to.

- i. a return of any such claims payments in excess of the limits stated within a reasonable timescale and/or
- ii. reduce any further payments due until the claim payment in excess of the limits stated is offset
- d. Payment by **The Insurer** to **The Insured Person** of any **Weekly Benefit** does not prejudice **The Insured Person's** entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if **The Insurer** pays any of the **Capital Sum Benefits** and **The Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.
- e. The Scale(s) of Compensation in the **Schedule** shows the amount of **Weekly Benefit** payable to **The Insured Person** for each complete working week of **Temporary Total Disablement**.

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

## 7. Disappearance

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

**Person** shall be deemed to constitute **Death** by accident for the purposes of this **Section**.

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

## 8. Claims conditions

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

- a. **The Insured** or **Insured Person** must give notice to **The Insurer** as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim under this **Section**.
- b. **The Insured** or **Insured Person** must provide **The Insurer** with all information and evidence which **The Insurer** may reasonably require at no cost to **The Insurer**.
- c. **The Insurer** or **Insured Person** must at **The Insurer's** request provide medical examination report any **Accidental Bodily Injury** where **The Insured** requires **The Insurer** to consider a claim under this **Section** for which **The Insurer** will pay the cost of the medical examination fee.
- d. **The Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** **The Insured Person** obtains and follows the advice of a registered medical practitioner.

**The Insurer** will not be liable for any bodily Injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of **The Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.

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

## 9. Accumulation Limits

**The Insurer's** maximum liability for all accepted claims in total in respect of all **Insured Persons** involved in the

same Loss shall not exceed the **Aircraft Accumulation Limit, Conveyance Accumulation Limit or Event Accumulation Limit** as applicable. Where the total of all individual claims exceeds the limit applicable the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable in the **Schedule**.

## Complaints

Our aim is to get it right, first time every time. If we make a mistake we will try to put it right promptly.

We will always confirm to you the receipt of 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 provide you with information about the Financial Ombudsman 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  
E-mail: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

## Financial Services Compensation Scheme

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

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme

7th Floor, Lloyds Chambers

Portsoken Street

London E1 8BN

Tel: 020 7892 7300

Fax: 020 7892 7301

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

[www.fscs.org.uk](http://www.fscs.org.uk)

# Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way.

We may need to collect data relating to 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 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 us and that this fact is made known to the insured persons.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest you. If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

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.

## Making a Claim

Claims under this Policy should be notified to Allianz Insurance plc in accordance with General Condition 3 via your insurance adviser as detailed below. Please provide your certificate number and as much information as possible about the claim.

Marshall Wooldridge Ltd

Insurance Brokers

14/16 Ivegatae

Yeadon,

Leeds LS19 7RE

Telephone 0113 250 6614

Fax 0113 239 1296





[www.allianz.co.uk](http://www.allianz.co.uk)

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 and regulated by the Financial Services Authority and this can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. Our registration number is 121849.



# Insurance for Amateur Sports and Social Clubs

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