



## **Les Mills Fitness Instructors Public & Products Liability Insurance**

### **Policy Wording**

In association with

InEvexco Limited 39 Kings Hill Avenue, Kings Hill, West Malling Kent ME19 4SD

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## Public & Products Liability Insurance – Policy Wording

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## About Your Public & Products Liability Policy

This Policy Wording, Certificate, Endorsements and the Statement of Fact together form the Policy. This is the legal contract that has been prepared in accordance with Your instructions and sets out the terms of the insurance We provide. Please read all the documents carefully to ensure the cover meets Your requirements and that You understand the limits, terms, conditions and Exclusions. Contact Les Mills Insurance (UK) immediately if any correction is necessary.

You should immediately notify the Insurers via Les Mills Insurance (UK) of any changes which may affect the insurance provided by this Policy or if any of the details shown are not correct.

Alterations to the cover required after issue of the Policy will be confirmed by separate Certificates and/or Endorsements which You should file with the Policy. You should refer to these Certificates, Endorsements and the Policy Wording to ascertain precise details of cover currently in force.

### Important – what You told Us

In arranging this Policy you answered a number of questions. You must have taken reasonable care not to have made a misrepresentation to Us or to Les Mills Insurance (UK). This means that all the answers you gave and statements you made as part of your insurance application, including at renewal and when an amendment to Your Policy is required, should be honest and accurate. If you deliberately or carelessly misinform Us or Les Mills Insurance (UK), this could mean that part or all of a claim may not be paid. It is vital therefore that You tell us of any inaccuracies or omissions in the answers You gave as soon as You become aware of them.

The Policy is underwritten by Axiom Underwriting Agency Ltd on behalf of Arch Insurance (Europe) Ltd under binding authority reference 031437. The policy is sold by Les Mills Insurance (UK).

Axiom Underwriting Agency Ltd - Registered in England and Wales No 0554727

Registered address:

1<sup>st</sup> Floor, Orchard House, Westerhill Road, Coxheath, Maidstone, Kent ME17 4DH.

Authorised and regulated by the Financial Conduct Authority – register number 441460.

Arch Insurance (Europe) Ltd - Registered in England and Wales No 4977362.

Registered address:

5th Floor, Plantation Place South, Great Tower Street, London EC3R 5AZ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Conduct Authority register number 229887

Les Mills Insurance (UK) is a trading name of Inevexo Ltd. Registered in England & Wales

No. 07770177 Registered Address: 39 Kings Hill Avenue, Kings Hill, Kent ME19 4SD.

Authorised and regulated by the Financial Conduct Authority – register number 579079.

# Public & Products Liability Insurance

## Insuring Clause

In consideration of the payment of the Premium to the Insurers We will provide the insurance stated in each operative section of this Policy to the Insured during the Period of Insurance subject to the terms of the Policy.

This Policy Wording, the Certificate, including any Certificate issued in addition or substitution, any Endorsements and the Statement of Fact shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

No cover will be provided by the Policy unless The Insured holds either a level 2 or 3 qualification from a training provider appropriately accredited by an OFQUAL approved awarding organization, or is a Les Mills Tribe Member and has undertaken all appropriate course training and has been certified by Les Mills as being qualified to teach the relevant course, and completes all necessary ongoing training. In the event You need to claim on this Policy, You will be required to provide evidence that an acceptable qualification is held as a condition precedent to Us dealing with Your claim.

The Policy will be effective only if The Insured's country of permanent residence is Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

A handwritten signature in black ink, appearing to read 'Mark Clayton', with a large, sweeping flourish extending to the right.

Mark Clayton  
Managing Director – InEvexco Ltd

## Protecting Your data

Security of Your data is very important to Us. We will ensure that Your data is processed with appropriate security measures in place. We will collect and process personal data about You and any other persons insured under the Policy, including information about health and criminal convictions. We will use the data to effect and administer the contract of insurance and any claim you may make.

If You provide any data to Us about other people to be insured on the Policy, such as family, friends or other associates, You must have their permission. It is Your responsibility to inform them about Our use of use of their data.

You may ask Us to erase Your data, or You may decline to provide data. If so, we may no longer be able to provide You with insurance services or deal with any claims, but We may still be required to process data about You for legal or regulatory reasons.

We will share data about You, including where applicable about health and criminal convictions, with other parties to provide You with, and administer this insurance and any claims. These parties may include Your broker/intermediary (if You used one), their supplier, the insurers, service suppliers, underwriting agents, credit reference agencies, anti-fraud databases, solicitors, claims administrators and their suppliers and agents, public and regulatory bodies. We will not use Your data or pass it to any other party for marketing products or services to You unless You have given consent.

We will not keep Your data for longer than necessary. We will delete data about You within eight years after Your cover ends, though for some types of insurance, We may be required to retain data for longer due to legal or regulatory obligations. If We transfer Your data outside the EEA, We will ensure it has equivalent protection. You have a number of rights in relation to Your data, including rights of access and in certain circumstances, of deletion.

We, Axiom Underwriting Agency Ltd or Our suppliers may use data about You (including sensitive data) for general risk assessment, statistical and trend analysis, research and modelling purposes.

If You need more information about how We process Your data or if You wish to exercise Your rights under the Data Protection laws, please contact

**The Data Controller**

**Axiom Underwriting Agency Ltd, First Floor, Orchard House, Westerhill Road, Coxheath, Maidstone, Kent ME17 4DH, or [enquiries@axiomunderwriting.co.uk](mailto:enquiries@axiomunderwriting.co.uk).**

If You are not satisfied with the way We have managed Your personal data, You may complain to the Information Commissioners Office. Further information can be found at [www.ico.org.uk/concerns](http://www.ico.org.uk/concerns), or you can telephone them on 0303 123 1113.

## Definitions

These Definitions are applicable to the whole Policy or where specifically stated to a particular Section of the Policy, wherever the words appear starting with a capital letter. Words importing the singular include the plural and vice versa. These Definitions are subject to the terms, conditions, limits, Exclusions and General Exclusions of the Policy.

### Abuse

means:

- 1 acts of hurting or injuring mentally or physically by maltreatment or ill-use
- 2 acts of forcing sexual activity rape or molestation or
- 3 repeated or continuing contemptuous coarse or insulting words or behaviours

### Activities Insured

means the activities insured described in the Certificate

### Business

Means the business described in the Certificate and shall include:

- 1 ownership, maintenance and repair of property occupied by, or leased to the Insured;
- 2 fire and security services maintained solely for the protection of premises owned or occupied by the Insured;
- 3 participation in exhibitions and events held within the Territorial Limits;
- 4 project supervision where the Insured acts in the capacity of project supervisor in the course of the Business described in the Certificate, by virtue of the requirements of any health and safety legislation.

### Certificate

means the Certificate of Insurance attaching to and forming part of this Policy.

### Damage

means physical damage and/or physical loss.

### Event

means any one occurrence or all occurrences of a series consequent on, or attributable to, one source or original cause.

### Excess

means the amounts specified in the Certificate if applicable, which the Insured shall pay in respect of all damages, compensation, claimant's costs, Legal Defence Costs and expenses before the Insurers shall be liable to make any payment.

## **Health and Safety Legislation**

means:

- 1** the Health and Safety at Work etc Act 1974 and any amending and/or subsequent legislation;
- 2** the Health and Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation.

## **Injury**

means bodily injury, death, disease, illness, nervous shock, mental injury or mental anguish.

## **Insured**

means the Insured as stated in the Certificate.

## **Insurer / Insurers**

means Arch Insurance (Europe) Ltd

## **Legal Defence Costs**

means:

- 1** costs of legal representation at:
  - A** any Coroner's Inquest or Fatal Accident Inquiry;
  - B** proceedings in any court arising out of any alleged breach of statutory duty;
- 2** all other costs and expenses in relation to the defence, investigation or settlement of any claim.

## **Nuisance**

means nuisance, trespass or interference with any:

- 1** easement;
- 2** right of air;
- 3** right of light;
- 4** right of water;
- 5** right of way.

## **Offshore**

means from the time of embarkation onto a conveyance at the point of final departure to any offshore installation, including but not limited to any offshore rig or platform, until disembarkation onto land upon return from such installation.

## **Pathogenic Organism**

includes but is not limited to mould, fungi or their spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products, enzymes or protein secreted by the above, whether toxic or otherwise.

### **Period of Insurance**

means the period starting from the Date of Commencement of Insurance and ending on the Date of Expiry of Insurance as stated in the Certificate, both dates inclusive

### **Person Employed**

means any:

- 1 person under a contract of service or apprenticeship with the Insured;
- 2 labour master or labour-only subcontractor or person supplied by any of them;
- 3 self-employed person;
- 4 person hired to or borrowed by the Insured;
- 5 person undertaking study or work experience;
- 6 person supplied to the Insured under a contract or agreement, the terms of which deem such person to be in the employment of the Insured;
- 7 voluntary worker or temporary worker;
- 8 driver under Construction Plant-hire Association conditions;

while working under the control of the Insured in connection with the Business.

### **Product/Products**

means any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the Insured and no longer in the possession or under the control of the Insured; but shall not include food or drink for consumption on the premises of the Insured or at any other premises where the Insured is conducting the Business.

### **Property**

means material property.

### **Statement of Fact**

means the Statement of Fact attaching to and forming part of this Policy



## **Territorial Limits**

means:

- 1** Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
- 2** the non-manual activities of The Insured in connection with The Business whilst elsewhere in the world, excluding any country or territory which operates under the law of the United States of America or of Canada;
- 3** the Member States of the European Union in respect of temporary visits in connection with The Business
- 4** elsewhere in the world excluding any country or territory which operates under the law of the United States of America or of Canada in connection with any Event arising out of Products.

## **Terrorism**

Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

## **We/Us/Our**

means Arch Insurance Company (Europe) Ltd

## **You/Your**

means the Insured as stated in the Certificate.

# Section 1 – Public Liability

## Cover and Jurisdiction

### The Insurers will indemnify the Insured:

- 1 for any legal obligation to pay compensation for injury, Damage to Property, nuisance or financial loss not arising out of contract
- 2 in respect of Legal Defence Costs incurred with the written consent of the Insurers in connection with any Event which is or may be the subject of indemnity under 1 above

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business for the Activities Insured.

Provided always that no indemnity will be afforded by the Insurers in respect of any judgement, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by the Insurers in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

## Limit of Liability and Legal Defence Costs

### 1 Irrespective of:

- A the number of parties and/or entities entitled to indemnity;
- B the number of claimants;

the total amount payable by the Insurers under this Section and all Extensions in respect of any one Event shall not exceed the Limit of Liability specified in the Certificate for Public Liability.

### 2 Legal Defence Costs payable by the Insurers shall be paid in addition to the Limit of Liability unless otherwise stated provided always that:

- A if a payment of damages and/or claimant's costs and expenses exceeding the Limit of Liability has to be made to dispose of any claim;

and

- B the Insurers are liable to pay Legal Defence Costs in addition to the Limit of Liability;

the liability of the Insurers for such Legal Defence Costs shall be limited to such proportion as the Limit of Liability bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override Claims Condition 2 of this Policy.

This Section provides cover against legal liability for damages and claimant's costs and expenses and Legal Defence Costs in respect of Injury sustained by any person, other than a Person Employed, and Damage to Property directly or indirectly caused by, or contributed to by, or arising from Terrorism occurring during the Period of Insurance within the Territorial Limits up to a limit of £10,000,000 in respect of any one Event or the amount of the Limit of Liability as stated in the Certificate, whichever is the lower.

## Extensions to Section 1

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1 Contingent Motor Liability

Notwithstanding Exclusion 4 of Section 1, the Insurers will indemnify the Insured and no other against legal liability arising out of the use in the course of the Business of any mechanically-propelled vehicle not the property of nor provided by the Insured.

This Extension will not apply to legal liability:

- A** arising while such vehicle is being driven by the Insured or Additional Insured;
- B** in respect of loss of or Damage to such vehicle or to any Property conveyed therein;
- C** arising out of the use of any such vehicle owned or provided by any principal for whom the Insured is working or any subcontractor acting for or on behalf of the Insured;
- D** arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- E** in respect of which the Insured is entitled to indemnity under any other insurance.

### 2 Cross Liabilities

If the Insured comprises more than one entity the Insurers will indemnify each entity in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of indemnity afforded by the Insurers shall not exceed the Limit of Liability regardless of the number of entities entitled to indemnity.

### 3 Subrogation Waiver

If the terms of any contract or agreement entered into by the Insured so require, the Insurers will waive any right of subrogation they may have or acquire, but only to the extent required by such contract or agreement, subject otherwise to the limits, terms, conditions and exclusions of this Policy.

### 4 Defective Premises Act

In so far as this Section indemnifies the Insured against legal liability in respect of Injury or Damage to Property, such Section shall apply to legal liability incurred by the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises disposed of by the Insured.

This Extension will not apply to legal liability:

- A** for the costs of remedying any defect or alleged defect in premises disposed of by the Insured;
- B** in respect of which the Insured is entitled to indemnity under any other insurance.

### 5 Overseas Personal Liability

The Insurers will indemnify the Insured against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business but excluding any country or territory which operates under the law of the United States of America or of Canada.

This Extension will not apply to legal liability:

- A** arising out of the ownership or occupation of land or buildings;
- B** in respect of which indemnity is afforded by any other insurance.

## 6 Data Protection Act

The Insurer will indemnify You in respect of legal liability arising under the applicable Data Protection laws to pay compensation for damages or distress, provided that:

- i. the process of registration with the appropriate authority under the laws has been commenced or completed by You and the application has not been refused or withdrawn; and
- ii. no liability arises as a result of the provision by You of the services of a Data Processor.

The total liability of the Insurers including all costs and expenses shall not exceed £250,000 during any one Period of Insurance.

For the purposes of this extension the phrases or words Data Processor and Data shall carry the same meaning as defined under the applicable UK Data Protection Act laws.

The Indemnity will not apply to legal liability:

- A** in respect of the recording or provision of Data for reward or for determining the financial status of any person; or
- B** which arises as a result of Your deliberate act or omission and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission.

## 7 Libel or Slander

Notwithstanding exclusion 9, the Insurers will indemnify the Insured against civil liability for damages and claimants costs and expenses in respect of claims arising out of conduct of the business made against the insured and notified to the underwriter during any period of insurance for libel and slander committed in good faith other than

- A** any damages costs or expenses brought about by the personal spite or ill-will of the Insured towards any claimant
- B** any claim made against the Insured in a court of law outside the European Union
- C** criminal libel committed by the Insured
- D** liability accepted by agreement unless such liability would have attached in the absence of such agreement.

## 8 Sports Massage

This extension is only operative if shown as Operative in the Certificate of Insurance and the appropriate additional premium has been paid.

The Insurers will indemnify The Insured against legal liability arising in connection with the provision of conditioning or massage as part of an instructing or training programme. Notwithstanding anything herein to the contrary indemnity will only be provided if The Insured has at least a level 3 qualification from a training provider duly accredited by an awarding organisation approved by Ofqual, and The Insured has qualified in personal training and has additional certified massage training approved by The Insurers.

## Exclusions to Section 1

This Section will not apply to legal liability:

### 1 Injury sustained by Persons Employed

for Injury sustained by any Person Employed arising out of and in the course of employment by the Insured in the Business.

### 2 Product

directly or indirectly caused by, arising from or in connection with any Product.

### 3 Vehicles

arising out of the ownership or possession or use of any mechanically-propelled vehicle by or on behalf of the Insured in circumstances where insurance or security is required under the provisions of any road traffic legislation but this Exclusion will not apply to:

- A mechanical plant while operating as a tool of trade;
- B the loading or unloading of any vehicle; except in respect of legal liability for which:
  - i insurance or security is required by law;
  - ii indemnity is provided by any motor insurance contract.

### 4 Vessels and Craft

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 but this Exclusion will not apply to waterborne craft not exceeding 4 (four) metres in length in the territorial waters of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, and Member States of the European Union.

### 5 Property in the Insured's Care, Custody or Control

in respect of loss of or Damage to any Property which at the time of the Event giving rise to such liability is owned by, or held in trust by, or in the care, custody or control of the Insured or any Person Employed other than:

- A personal effects including vehicles and their contents of any Person Employed or any director or partner of or visitor to the Insured;
- B premises including their contents not owned by, or leased or rented to the Insured but temporarily occupied by the Insured for the purposes of undertaking work in connection with the Business;
- C premises and their fixtures and fittings leased or rented to the Insured. Provided that where such liability has been accepted by agreement, indemnity will only be provided to the extent that such liability would have attached in the absence of the said agreement.

### 6 Work Offshore

arising from or in connection with any work undertaken Offshore.

## **7 Deliberate Acts**

for damages which result from a deliberate act or omission of the Insured or which could reasonably have been expected by the Insured having regard for the nature and circumstances of such act or omission but this Exclusion shall not apply if the Insured is a sports club or association or governing body if they are held liable for the action of an individual provided that the sports club or association or governing body could not reasonably have been expected to have anticipated such deliberate act or omission having regard to the circumstances

## **8 Copyright or Patent**

arising out of any infringement of trademark name registered design copyright or patent right.

## **9 Libel or Slander**

arising out of libel or slander other than provided by Extension 7 of this Section.

## **10 Medical Malpractice**

arising out of any physician surgeon or dentist providing medical diagnosis prescription treatment or advice.

## **11 Abuse**

arising from Abuse

## **12 Asbestos**

for any loss, cost or expense arising directly or indirectly out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of 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 any sequence to a loss.

## **13 Directors and Officers**

any legal action brought against any Director or Officer of any organisation insured under this Policy in respect of any actual or alleged Wrongful Act Employment Wrongful Act or Wrongful Trading

## **14 Foreign Travel**

in connection with any activities undertaken in any country or area within a country in respect of which at the time of outward journey the Foreign and Commonwealth Office was advising against all travel to such country or area

## **15 Activities**

in connection with any training or fitness activities other than those shown on the Certificate of Insurance as Activities Insured.

## **16 Young Participants**

to any participant in a training or fitness session under the age of 18, or under age 14 if The Insured holds an appropriate qualification approved by The Insurers.

## Section 2 - Products Liability

### Cover and Jurisdiction

The Insurers will indemnify the Insured:

- 1** against legal liability for damages and claimant's costs and expenses in respect of:
  - A** Injury sustained by any person;
  - B** Damage to Property;occurring within the Territorial Limits during the Period of Insurance and caused by any Product;
- 2** in respect of Legal Costs incurred with the written consent of the Insurers in connection with any Event which is or may be the subject of indemnity under **1** above.

Provided always that no indemnity will be afforded by the Insurers in respect of any judgement, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part, unless the Insured has requested that there shall be no such limitation, and has accepted the terms offered by the Insurers in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

### Limit of Liability and Legal Defence Costs

- 1** Irrespective of:
  - A** the number of parties and/or entities entitled to indemnity;
  - B** the number of claimants;the total amount payable by the Insurers under this Section and all Extensions in respect of all Events shall not exceed the Limit of Liability specified in the Certificate for Products Liability.
- 2** Legal Defence Costs payable by the Insurers shall be paid in addition to the Limit of Liability unless otherwise stated provided always that:
  - A** if a payment of damages and/or claimant's costs and expenses exceeding the Limit of Liability has to be made to dispose of any claim;and
  - B** the Insurers are liable to pay Legal Defence Costs in addition to the Limit of Liability;

the liability of the Insurers for such Legal Defence Costs shall be limited to such proportion as the Limit of Liability bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override Claims Condition 2 of this Policy.

This Section provides cover against legal liability for damages and claimant's costs and expenses and Legal Defence Costs in respect of Injury sustained by any person, other than a Person Employed, and Damage to Property directly or indirectly caused by, or contributed to by, or arising from Terrorism occurring during the Period of Insurance within the Territorial Limits up to a limit of £10,000,000 or the amount of the Limit of Liability as stated in the Certificate, whichever is the lower.

## Extension to Section 2

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1 Consumer Protection Act and Food Safety Act Legal Defence Costs

The Insurers will indemnify the Insured and, if the Insured so requests, any Person Employed or director or partner of the Insured in respect of Legal Defence Costs incurred with the written consent and control of the Insurers in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

- A** Part II of the Consumer Protection Act 1987 or
- B** Part II of the Food Safety Act 1990 arising out of the Business.

This Extension will not apply:

- i** to fines or penalties of any kind;
- ii** to proceedings consequent upon any deliberate act or omission by:
  - a** the Insured;
  - b** any Person Employed or partner or director of the Insured;
- iii** where indemnity is provided by any other insurance.

## Exclusions to Section 2

This Section will not apply to legal liability:

### 1 Products

in respect of loss of or damage to or the costs of recall, removal, repair, alteration, reconditioning, replacement or reinstatement of or making any refund for any Products caused or necessitated by the defective condition or unsuitability of any Products or part of such Products.

### 2 Aircraft and Marine Products

arising from or in connection with Products which to the knowledge of the Insured are for use in or incorporation into:

- A** any craft designed to travel in, on or through air or space;
- or
- B** safety or navigation equipment of marine craft.



## Extensions to Sections 1 & 2

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Sections 1, 2 and 3 and the Policy.

### 1 Health and Safety at Work Legal Defence Costs

Subject to the terms of the Insurers' written consent and the Insurers' control, the Insurers will indemnify the Insured and if the Insured so requests, any Person Employed or director or partner of the Insured, in respect of Legal Defence Costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Health and Safety Legislation, provided that an offence is alleged to have been committed during the Period of Insurance in the course of the Business.

This Extension will not apply:

- A** to fines or penalties of any kind;
- B** to proceedings consequent upon any deliberate act or omission by:
  - i** the Insured;
  - ii** any partner or director of the Insured;

which could reasonably have been expected to constitute a breach of the Health and Safety Legislation having regard to the nature and circumstances of such act or omission;

- C** where indemnity is provided by any other insurance.

### 3 Corporate Manslaughter Legal Defence Costs

This Policy is extended to indemnify the Insured and if the Insured so requests any Person Employed or director or partner of the Insured in respect of Legal Defence Costs 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 and any amending and/or subsequent legislation, provided that an offence is alleged to have been committed during the Period of Insurance in the course of the Business.

The Insurers shall be entitled but not obliged to assume the conduct of the defence of any criminal proceedings in respect of which an indemnity is provided under this Extension.

The indemnity provided under this Extension shall not exceed £2,500,000 any one claim and in the aggregate for all claims during any one Period of Insurance.

However, the total liability of the Insurers under Sections 1, 2 and 3 of this Policy, inclusive of this Extension, shall not exceed the Limits of Liability as stated in the Certificate.

This Extension shall not apply:

- A** to fines or penalties of any kind;
- B** where indemnity is provided by any other insurance.

# Claims Conditions

The following Claims Conditions apply to all Sections and Extensions of this Policy unless stated otherwise.

## 1 Claims Procedures and Control

As a condition precedent to liability, the Insured shall notify the Insurers' appointed claims handlers immediately the Insured is aware of any occurrence or circumstances which may give rise to a claim, regardless of any applicable Excess. This shall include any accident at work which results in 3 (three) or more days' absence for any Person Employed.

The Insurers' appointed claims handlers are

### **Davies Managed Systems Limited**

3rd & 4th Floors, Telecom House, Trinity Street, Hanley, Stoke-on-Trent, Staffordshire ST1 5NA

**Telephone 0344 856 2478**

The Insurers may require completion of a claim form following notification of any occurrence or circumstances which may give rise to a claim. As a condition precedent to liability, the Insured shall complete and sign any claim form required by the Insurers and return it within 14 (fourteen) days of receipt.

As a condition precedent to liability, every letter, claim, writ, summons and/or process in connection with such occurrence or circumstances shall be forwarded to the claims handlers immediately on receipt to be received by them within 7 (seven) days.

As a condition precedent to liability, the Insured shall notify the claims handlers immediately the Insured shall have knowledge of any prosecution, inquiry or inquest in connection with any occurrence or circumstances which may give rise to liability under this Policy.

As a condition precedent to liability, no admission, offer, promise, payment, Legal Cost or indemnity shall be made or given by or on behalf of the Insured without the Insurers' written consent.

As a condition precedent to liability, the Insurers shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim, or to prosecute any claim in the name of the Insured for their own benefit, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such information and assistance as the Insurers may require.

## 2 Discharge of Liability

In respect of any claims against the Insured to which a Limit of Liability applies, the Insurers may at any time pay the amount of such Limit of Liability after deduction of any sums already paid/incurred or any less amount for which at the absolute discretion of the Insurers such claims can be settled. The Insurers will then relinquish control of the said claims and be under no further liability in respect thereof, except for Legal Defence Costs for which the Insurers may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of Legal Defence Costs.

# General Conditions

The following General Conditions shall apply to all Sections and Extensions of this Policy unless stated otherwise.

## 1 Observance of Terms and Right of Recovery

Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Insurers.

## 2 Payment of Premium

No indemnity is provided by this Policy until the premium has been paid to and received by the Insurers hereon.

## 3 Excess

No indemnity is provided until the applicable Excess for any claim has been paid to and received by the Insurers hereon.

## 4 Reasonable Precautions

The Insured shall as a condition precedent to liability:

- A** take all reasonable care to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain the premises, plant and everything used in the Business in a sound condition and to act in accordance with all statutory obligations and regulations;
- B** as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

## 5 Law

This Policy shall be governed by and construed in accordance with the Law of England unless otherwise agreed by the Insurers. In the event of any dispute concerning the interpretation of this Policy, both the Insured and the Insurers agree to submit to the exclusive jurisdiction of the Courts of 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.

## 6 Alteration of Risk

If at any time:

- A** any change is made in the description of the Business;
- B** anything shall occur changing the information supplied to The Insurers at the time this Policy was effected;

The Insured shall give written notice to The Insurers as soon as reasonably practical and in any event no later than 14 (fourteen) days from the Insured's knowledge of **A** and/or **B** above.

The Insurers reserve the right to amend the terms of this Policy at the time of such notification and no indemnity shall be provided until The Insured has accepted the terms, which offer and acceptance must be signified by an Endorsement attaching to this Policy.

## 7 Fraud

If the Insured shall make any claim knowing it to be false or fraudulent, this Insurance shall become void, all benefit hereunder shall be forfeited and no premium will be refunded.

## 8 Adjustment of Premium

If any part of the Premium is based on estimates provided by the Insured, the Insured shall keep an accurate record containing all relevant information and shall at any time allow the Insurers to inspect such record. The Insured shall within 60 (sixty) days after the expiry of each Period of Insurance furnish the relevant information, including but not limited to wage roll and turnover, as the Insurers may require. The premium shall then be adjusted and the difference paid by or allowed to the Insured, subject to any Minimum Premium required within 30 (thirty) days of receipt of the Insurers' adjusted premium calculations. The Insurers reserve the right to request the Insured to supply an auditor's certificate attesting to the accuracy of any information furnished to the Insurers.

## 9 Other Insurances

If at the time of any claim covered by this Policy there is, or but for the existence of this Policy, would be any other insurance covering the same legal liability, the indemnity afforded by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected and subject always to the Limit of Liability.

## 10 Cancellation

We may cancel this Policy at any time by giving you fourteen days' notice sent by recorded delivery letter to Your address last known to Us where We have valid reasons for doing so. In such event We will return the pro-rata portion of the premium and Insurance Premium Tax for the unexpired Period of Insurance. Valid reasons may include but are not limited to non-payment of premium in full or in part, Your non-co-operation with the terms of the Policy, where We reasonably suspect fraud, where You or someone acting on your behalf uses threatening, abusive or intimidating language or behavior to Us or to someone whom we appoint to provide a service in connection with the Policy. You may cancel this Policy at any time after the fourteen days cooling off period but We will not return the premium for the unexpired Period of Insurance.

## 11 Contracts (Rights of Third Parties) Act 1999

A person who is not party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 12 Interpretation

In this Policy:

- A** reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;
- B** reference to any statutory or other body shall include the successor to that body;
- C** words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
- D** if any term, condition, Exclusion or Endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- E** the headings are for reference only and shall not be considered when determining the meaning of this Policy.

### **13 Sanction Limitation and Exclusion Clause**

We shall not provide any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any prohibition or restriction imposed under United Nations resolutions or the trade or economic sanction, law or regulations of the European Union, United Kingdom or United States of America.

# General Exclusions

The following General Exclusions shall apply to all Sections and Extensions of this Policy unless stated otherwise.

This Policy will not apply to legal liability:

## 1 Radioactive Contamination

- a) for loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss; or
- b) for any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

## 2 Punitive and Exemplary Damages

for punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

## 3 Fines, Liquidated Damages, Penalty Clauses and Performance Warranties

for fines, liquidated damages clauses, penalty clauses or performance warranties.

## 4 Defamation

in respect of any form of defamation.

## 5 War

directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority

## 6 Excess

for the amount of the Excess stated in the Certificate for each operative Section.

## 7 Employment Practice Liability

directly or indirectly occasioned by, happening through or in consequence of any claim for breach of employment contract, defamation, discrimination and/or harassment and/or in relation to the hiring, supervision, retention and/or personal development of any director and/or partner of the Insured and/or Person Employed however arising.

## **8 Inhalation of Asbestos**

directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of 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 any sequence to a loss.

## **9 Toxic Mould Exclusion**

of whatever nature occasioned by any Pathogenic Organism.

## **10 Cyber Liabilities Exclusion**

in respect of any claim or loss arising out of business conducted and/or transacted via any Internet, intranet, extranet and/or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

## **11 Electronic Risks Exclusion**

loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus or Hacking) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "trojan horses", "worms" and "time or logic bombs".

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

## **12 Employees of The Insured**

arising directly or indirectly to or caused by any Person Employed

## **13 The Insured as an employee**

where The Insured is providing the Activities Insured under an actual or implied contract of employment to another person or legal entity. However cover will apply where The Insured is providing the Activities Insured on behalf of another person or legal entity under a contract of services to such other person or legal entity.

## **14 Pollution or Contamination**

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

The liability of the Insurers for all damages payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount shown in the Certificate as the Limit of Indemnity for any one event.

For the purpose of this exclusion and limitation 'Pollution or Contamination' shall be deemed to mean:

- a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or Injury directly or indirectly caused by such Pollution or Contamination.

# Complaints Procedure

This Policy has been underwritten by Axiom Underwriting Agency Ltd on behalf of Arch Insurance Company (Europe) Ltd. It has been arranged by InEvexco Ltd.

If Your complaint relates to the sale of this Policy please contact

InEvexco Ltd  
39 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent ME19 4SD

01732 757615

If Your complaint relates to the Policy wording or a claim please contact

The Complaints Officer  
Arch Insurance Company (Europe) Ltd  
5<sup>th</sup> Floor  
Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AZ

Phone 0207 621 4500  
Fax 0207 621 4501

If InEvexco or Arch Insurance Company (Europe) Limited are unable to resolve the complaint to Your satisfaction then You may have the right to refer Your complaint to:

## **The Financial Ombudsman Service**

Exchange Tower  
London  
E14 9SR  
Phone 08000 234 567

Further information is available from them and on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## **Financial Conduct Authority (FCA)**

The Financial Services register can be checked by visiting their website on [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling 0800 111 6768

## **Financial Services Compensation Scheme**

Arch Insurance Company (Europe) Limited is covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event you're Your Insurer cannot meet its obligations. Further details can be obtained from

FSCS

10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

Tel: 0800 678 1100

E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

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

Les Mills Wording V3 01052018