

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

Policy Wording

In association with
**InEvexco Limited Suite 184, 80 Churchill Square Business Centre, Kings Hill,
West Malling, Kent ME19 4YU**

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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 required.

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. The Certificates, Endorsements and the Policy Wording will give the precise details of cover 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 Arch Insurance (UK) Ltd. The policy is sold by Les Mills Insurance (UK).

Arch Insurance (UK) 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 Inevexco Ltd. Registered in England & Wales No. 07770177 Registered Address: Suite 184, 80 Churchill Square Business Centre, Kings Hill, West Malling, Kent ME19 4YU. Authorised and regulated by the Financial Conduct Authority – register number 579079.

Public & Products Liability Insurance

Insuring Clause

In consideration of Your payment of the Premium to Us, We will provide the insurance stated in each operative section of this Policy to You 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. Any word or expression to which a specific meaning has been attached shall have such meaning wherever it appears (see Definitions).

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

Arch Fair Processing Notice

The privacy and security of Your information is important to us. This notice explains who We are, the types of information We hold, how We use it, who We share it with and how long We keep it. It also informs You of certain rights You have regarding Your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are We?

Arch Insurance (UK) Limited is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information

You provide us and is registered with the Information Commissioner's Office for the products and services We provide to You.

You can contact us for general data protection queries by email to DPO@archinsurance.co.uk or in writing to Compliance Team, 3rd Floor, 33 Gracechurch Street, London EC3V 0BT. Please advise us of as much detail as possible to comply with Your request.

What information do We collect?

We will collect personal information which may include Your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to Your enquiry or product and payment details (including bank account number and sort code) which We need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing You with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If You object to use of this information then We will be unable to offer You the product or service requested.

How do We use Your personal information?

We will use Your personal information to

- assess and provide the products or services that You have requested
- communicate with You
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact You about products that are closely related to those You already hold with us
- provide additional assistance or tips about these products or services
- notify You of important functionality changes to Our websites

We make outbound phone calls for a variety of reasons relating to many of Our products or services (for example, to update You on the progress of a claim or to discuss renewal of Your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure We comply with them.

To ensure confidentiality and security of the information We hold, We may need to request personal information and ask

security questions to satisfy ourselves that You are who You say You are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and We may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing Your personal information

We follow strict security procedures in the storage and disclosure of Your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information You provide to Us, including information provided via forms You may complete on Our websites, and information which We may collect from Your browsing (such as clicks and page views on Our websites).

Any new information You provide Us may be used to update an existing record We hold for You.

When do We share Your information?

To help Us prevent financial crime, Your details may be submitted to fraud prevention agencies and other organisations where Your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example insurers or loss adjusters) deliver some of Our products or provide all or part of the service requested by You. In these instances, while the information You provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to You or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data We collect about You may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for Us or for one of Our suppliers. Such staff may be engaged in, amongst other things, the provision of information You have requested.

If We provide information to a third party We will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on Your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share Your information with anyone You have authorised to deal with Us on Your behalf.

How long do We keep Your information for?

We will not keep Your personal information longer than is necessary for the purpose for which it was provided unless We are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service We provide. In certain cases, We will keep Your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by You or a third party at a future date, even after Your contract with Us has ended.

Your rights

Under data protection law You have the right to change or withdraw Your consent and to request details of any personal data that We hold about You. Where We have no legitimate reason to continue to hold Your information, You have the right to be forgotten.

We may use automated decision making in processing Your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that You are unhappy with.

Further details of Your rights can be obtained by visiting Our long form notice at www.archcapgroup.com/Privacy-and-Data-Protection-Policy or the Information Commissioner's Office Website at <https://ico.org.uk/>.

Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles.

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 You;
- 2 fire and security services maintained solely for the protection of premises owned or occupied by You;
- 3 participation in exhibitions and events held within the Territorial Limits;
- 4 project supervision where You act 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 any amounts specified in the Certificate which You must pay in respect of all damages, compensation, claimant's costs, Legal Defence Costs and expenses before We 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 (UK) 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 You;
- 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 You under a contract or agreement, the terms of which deem such person to be in Your employment;
- 7 voluntary worker or temporary worker;
- 8 driver under Construction Plant-hire Association conditions;

while working under Your control 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 Your behalf and no longer in Your possession or under Your control; but shall not include food or drink for consumption on Your premises or at any other premises where You are 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** **You** non-manual activities 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 (UK) Ltd

You/Your

means the Insured as stated in the Certificate.

Section 1 – Public Liability

Cover and Jurisdiction

We will pay for;

- 1 any legal obligation to pay compensation for injury, Damage to Property, nuisance or financial loss not arising out of a 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 Us 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 You have requested that there shall be no such limitation and have accepted the terms offered by Us in granting such cover, which must be evidenced 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 Us 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 Us 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** **We** are liable to pay Legal Defence Costs in addition to the Limit of Liability;

Our liability 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, We will indemnify You 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 You.

This Extension will not apply to legal liability:

- A** arising while such vehicle is being driven by You or any 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 You are working or any subcontractor acting for or on Your behalf;
- D** arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- E** in respect of which the You are entitled to indemnity under any other insurance.

2 Cross Liabilities

If the Insured comprises more than one entity We 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 Us 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 You so require, We 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 You against legal liability in respect of Injury or Damage to Property, such Section shall apply to legal liability incurred by You 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 You.

This Extension will not apply to legal liability:

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

5 Overseas Personal Liability

We will indemnify You 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

We 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.

Our total liability 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, We will indemnify You against civil liability for damages and claimants costs and expenses in respect of claims made against You arising out of conduct of the business and notified to Us during the 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 You in a court of law outside the European Union
- C** criminal libel committed by You
- 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.

We will indemnify You 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 You have at least a level 3 qualification from a training provider duly accredited by an awarding organisation approved by Ofqual, and You have qualified in personal training and has additional certified massage training approved by Us.

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 You 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 Your behalf 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 being used 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 You or on Your behalf 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 Your 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 You for the purposes of undertaking work in connection with the Business;
- C premises and their fixtures and fittings leased or rented to You. 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 Your deliberate act or omission or which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission but this Exclusion shall not apply if You are 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 You hold an appropriate qualification approved by Us.

Section 2 - Products Liability

Cover and Jurisdiction

We will pay for:

- 1 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 Our written consent 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 Us 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 You have requested that there shall be no such limitation, and have accepted the terms offered by Us in granting such cover, which must be evidenced 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 We will pay 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 We will pay Legal Defence Costs 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 We are liable to pay Legal Defence Costs in addition to the Limit of Liability;

Our liability 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

We will indemnify You and, if You so request, any Person Employed or director or partner of Yours in respect of Legal Defence Costs incurred with Our written consent and control 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** You;
 - b** any Person Employed or partner or director of Yours;
- 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 Your knowledge 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 Our written consent and Our control, We will indemnify You and if You so request, any Person Employed or director or partner of Yours, 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** You;
 - ii** any partner or director of Yours;

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 You and if You so requests any Person Employed or director or partner of Yours 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.

We 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, Our total liability 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 Our liability, You must notify Us or Our appointed claims handlers immediately You are 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.

Our appointed claims handlers are

Lucas Claims Solutions

Telephone 0345 258 7170 or email commercial@archinsurance.co.uk

We 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, You shall complete and sign any claim form required by Us and return it within 14 (fourteen) days of receipt.

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

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

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

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

2 Discharge of Liability

In respect of any claims against You to which a Limit of Liability applies, We 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 Our absolute discretion such claims can be settled. We will then relinquish control of the said claims and be under no further liability except for Legal Defence Costs, for which We 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

It is a condition precedent to settlement of any claim under this Policy that You will comply with all of the Policy's terms and conditions.

2 Payment of Premium

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

3 Excess

You will pay Us for any Excess applicable.

4 Reasonable Precautions

As a condition precedent to Our liability You shall:

- A** take all reasonable care to prevent any circumstances or to cease any activity which may give rise to a claim 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 We have otherwise agreed. In the event of any dispute concerning the interpretation of this Policy, both the You and We 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 Us at the time this Policy was effected;

You shall give written notice to Us as soon as reasonably practical and in any event no later than 14 (fourteen) days from Your knowledge of **A** and/or **B** above.

We reserve the right to amend the terms of this Policy at the time of such notification and no indemnity shall be provided until You have accepted the terms, which must be evidenced by an Endorsement attaching to this Policy.

7 Fraud

If You or anyone acting on Your behalf

1. makes or gives Us any
 - a. fraudulent, falsified, inaccurate, intentionally inflated, misrepresented or exaggerated statements or information and/or
 - b. false or forged documentsin support of a claim
2. makes a claim for loss, damage or injury caused by Your wilful act or with Your connivance
 - a. We will not pay that claim or any other claim which has been or may be made under the Policy
 - b. We may treat the Policy as if never existed (declare Your Policy void)
 - c. We will be entitled to recover from You the amount of any claim paid under the Policy since inception or the last renewal date
 - d. We will not return any premiums You have paid
 - e. We may also inform the police and take legal action against You.

8 Adjustment of Premium

If any part of the Premium is based on estimates provided by You, You shall keep an accurate record containing all relevant information and shall at any time allow Us to inspect such record. You 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 We 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. We reserve the right to request You to supply an auditor's certificate attesting to the accuracy of any information furnished to Us.

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 be limited to Our share, 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 within the first 14 days (cooling off period) of receiving the Policy documents (including electronically) and We will make a full refund of premium so long as no claim has been made.

You may cancel this Policy at any time after the first fourteen days, 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 inception date 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

for 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 You are providing the Activities Insured under an actual or implied contract of employment to another person or legal entity. However cover will apply where You are 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.

Our liability 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 (UK) Ltd. It has been arranged by InEvexco Ltd.

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

InEvexco Ltd
Suite 184, 80 Churchill Square Business Centre
Kings Hill
West Malling
Kent, ME19 4YU

01732 757615

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

The Complaints Officer
Arch Insurance (UK) Ltd
5th Floor
Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

complaints@archinsurance.co.uk
Phone 0207 621 4500

If InEvexco or Arch Insurance (UK) Limited have not resolved Your complaint within eight weeks, You may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving Our final response letter. Contact details for the Financial Ombudsman Service are:

The Financial Ombudsman Service

Exchange Tower
London
E14 9SR
Phone 08000 234 567

Further information is available from 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 or by calling 0800 111 6768

Financial Services Compensation Scheme

Arch Insurance (UK) Limited is covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event We cannot meet Our 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

www.fscs.org.uk