

Instructors and coaches Insurance Policy



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1 Our agreement in general

1.1 This agreement

This **policy** is between **you** and **us** as declared in the **schedule**. The **policy** its **schedule** and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

Other than in the headings, words in bold type face used in this **policy** document, such as **you** above, have specific meanings attached to them as set out in the 'General definitions and interpretation' **section** of this document.

1.2 Policy period and premium

1.2.1 **We** will, in consideration of the payment of the premium and for the **period of insurance**, provide insurance in accordance with the **sections** of the **policy** shown as 'operative' in the **schedule**, subject to the conditions, exceptions, limitations and endorsements of the **policy**.

1.2.2 Premiums are due quarterly as presented on the bordereaux of insurances attaching under this facility. If the premiums due are not paid to the **us** within a reasonable time or otherwise as requested by **us** after each quarter, **we** can give written notice to **you** at the address shown on the **schedule** cancelling the **policy** with effect from the seventh (7th) day after the notice has been served, but that cancellation will be prevented from taking effect and the **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect. Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

1.3 Claims procedure

In the event of an incident resulting in a claim or one that may result in a claim, please read the 'Duties in the event of a claim or potential claim' **section** to this **policy**.

We will be able to deal with **your** claim more effectively and speedily if **you** provide **your policy** number shown on **your schedule** on first contact

1.3.1 For all claims:

- a) send details by post to QBE Claims, Plantation Place, 30 Fenchurch Street, London EC3M 3BD; and/or
- b) telephone **us** on +44 207105 4000; or
- c) submit **your** claim by email to xanthe.boyle@uk.qbe.com

1.4 Signature

In evidence of **our** intention to be bound by this insurance, **we** have printed the signature of **our** Chief Executive Officer.



2 Duties in the event of a claim or potential claim

2.1 Claim notification

2.1.1 **You** will give notice in writing or by an agreed electronic medium to **us**:

- a) immediately on but in any event within three (3) business days from:
 - i) receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that include alleged **personal injury**;
 - ii) coming into possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **personal injury**;
 - iii) **your** actual knowledge of any death or **personal injury** to any person involving a stay in hospital in excess of three (3) business days;
- b) as soon as practical but in any event within thirty (30) days after any other accident, event or the coming into possession of actual knowledge of **personal injury** or **damage**, with full particulars thereof;

which may be the subject of indemnity under this **policy**.

2.1.2 **You** will give notice to **us** immediately on but in any event within three (3) business days from, **your** actual knowledge of any **RIDDOR** incident involving any person.

2.1.3 **You** must give **us** notice in writing within seven (7) days of **damage** caused by riot.

2.1.4 **You** must notify **us** in accordance with the claims notification clause in writing or by an agreed electronic format to the claims notification addresses specified in the 'Claim procedure' clause of 'Our agreement in general'.

2.2 Your duties

2.2.1 On the happening of any event which may give rise to a claim **you** must:

- a) give all information and assistance **we** may require;
- b) not make or allow to be made on **your** behalf any admission offer promise or payment of indemnity without **our** written consent;
- c) immediately forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement;
- d) advise **us** in writing immediately **you** have knowledge of any pending prosecution inquest, fatal accident or ministry inquiry.

2.3 Our rights

2.3.1 **Our** preferred intention is to investigate any potential claim and to undertake the conduct of any proceedings in connection with such claims on **your** behalf. It is one of the services offered and provided by this **policy**. However, there may be occasions, for example, in relation to potential proceedings in **North America**, when this is not appropriate.

2.3.2 Therefore, it is agreed that **we** have the right not to, and shall be under no obligation to, investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims but will be free to leave the conduct of such proceedings wholly with **you**.

2.3.3 In such cases, **we** will transfer the conduct of proceedings to **you** and will clearly set out the conditions as regards the payment of costs and **your** freedom to commit **us** to any settlement by compromise or otherwise. Provided that any settlement or compromise is made within these conditions, this **policy** will provide an indemnity as otherwise stated.

2.3.4 Further, **we** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct

and control of the claim and be under no further liability except (where payable under the relevant **section**) for payment of **defence costs** incurred prior to the date of payment.

2.4 Disputed defence or appeal

If any dispute arises between **you** and **us** as to whether a prosecution should be defended or an appeal made, such dispute will be referred to a Queen's Counsel (or Solicitor with at least 20 years experience in the field of insurance law) to be mutually agreed between the parties (or in default of agreement to be nominated by the President of the Law Society) whose decision will be final. In the event of conflict between any **other insured party** separate representation will be arranged for each party.

2.5 Subrogation

- 2.5.1 Except as expressly provided by any 'Waiver of subrogation' clause, for each and every claim, **you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.
- 2.5.2 **You** or any other party insured by this **policy** will, at the request and expense of the **insurer**, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **us** for the purpose of enforcing any rights and remedies, whether such acts and things will be or become necessary or required before or after their indemnification by **us**.
- 2.5.3 In the event of any payment under this insurance, **we** will act in concert with all other interested persons (including **you**) concerned in the exercise of any rights of recovery.
- 2.5.4 The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including **you**) who will have paid an amount over and above any payment hereunder will first be reimbursed up to the amount paid by them; **we** are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including **you**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- 2.5.5 Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

3 Section – Public liability

3.1 Public liability cover

We agree to indemnify **you**, by the terms of this **section** against legal liability to pay damages or compensation, including claimant costs recoverable from **you**, arising from **personal injury, damage, denial of access** or nuisance that occurs during the **period of insurance** and arises out of and in connection with **your business**; provided that **we** shall not be liable for any liability arising from temporary work undertaken overseas and outside the **territorial limits** other than clerical, promotional, sales conference attendance and other similar non-manual activities.

3.2 Public liability defence costs

3.2.1 North American jurisdiction

Where any clause or endorsement to this **policy** extends cover to apply to **North American jurisdiction**, **we** agree to indemnify **you** for **defence costs** but the said **defence costs** count towards and are not additional to the **limit of indemnity**.

3.2.2 All other jurisdictions

- a) For claims not involving **North American jurisdiction**, **we** agree to indemnify **you** for **defence costs** but the said **defence costs** count towards and are not additional to the **limit of indemnity**.
- b) Where payment exceeding the **limit of indemnity** has to be made to dispose of a claim, **our** liability for **defence costs** shall be limited to such proportion of the said **defence costs** as the **limit of indemnity** bears to the total amount paid to dispose of the claim.

3.3 Public liability extensions

3.3.1 Medical malpractice liability cover

We agree to indemnify **you** against legal liability to pay compensatory damages or awards within the **claim jurisdiction** (including where applicable claimants' legal costs and expenses) for any **claim**:

- a) first made against the **insured** and/or
- b) arising out of any **circumstance(s)** which the **insured** shall first notify,
- c) occurring after the **retroactive date** stated in the **schedule**;
- d) up to the sub-**limit of indemnity** stated in the **schedule**;

during the **period of insurance** and notified to the **insurer** in accordance with the terms of this **policy**, as a result of any **bodily injury** caused by actual or alleged **malpractice** by **you** in the conduct of the **business**.

3.4 Public liability limitations and exclusions

In addition to the limitations and exclusions applicable to this **section** in the General Exclusions, the following are excluded from and not covered by the insurance under this **section**:

3.4.1 Advertising injury

liability arising out of **advertising injury**.

3.4.2 Advice, design or plans provided for a fee

liability arising out of or from advice, design, plans, specifications, formulae, surveys or directions prepared or given by **you** or **other insured party** for a fee but this shall not exclude such liability arising in conjunction with **products**.

3.4.3 **Aircraft and watercraft**

liability arising out of or from the ownership, possession or use of any aircraft or other aerial device or satellite, spacecraft or any watercraft.

3.4.4 **Asbestos**

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust or asbestos-containing materials.

3.4.5 **Clinical trials**

any loss, liability, expenses, costs or **defence costs** arising directly or indirectly caused by or associated with a **clinical trial**.

3.4.6 **Chiropractic or Osteopathy procedures**

any loss, liability, expenses, costs or **defence costs** arising directly or indirectly caused by or associated with Osteopathy or Chiropractic procedures.

3.4.7 **Creutzfeldt-Jacob Disease**

any loss, liability, expenses, costs or **defence costs** arising directly or indirectly caused by or associated with Creutzfeldt-Jacob Disease ("CJD") or variant Creutzfeldt-Jacob Disease ("vCJD"), or the mutants, derivatives, or variations thereof, or any syndrome or condition of a similar kind howsoever it may be named.

3.4.8 **Deliberate acts**

damages or compensation, including claimant costs and any associated **defence costs**, which result from **personal injury, damage, denial of access** or nuisance either expected or intended by **you** or **other insured party** but this exclusion does not apply to **personal injury** resulting from the use of reasonable force to protect persons or property.

other **defence costs** incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by or on behalf of **you** or **other insured party**, if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation.

however this exclusion shall not apply to any individual person or company if the **personal injury, damage, denial of access** or nuisance is not expected or intended by that party.

3.4.9 **Electronic data**

liability arising from:

- a) loss, alteration or impairment of or damage to information and/or data in electronic form;
- b) malicious acts of any person carried out by electronic means;
- c) defamation or harassment carried out by electronic means;

but this exclusion shall not apply in respect of liability for any ensuing accidental **bodily injury** (save for mental injury or mental disease) or accidental **damage** which is not otherwise excluded.

3.4.10 **Excess**

the amount of the excess stated in the **schedule**.

3.4.11 **Financial loss**

liability for pure economic loss not consequent upon **bodily injury** or **damage**, but this exclusion shall not apply to:

- a) **personal injury**; or
- b) **denial of access**, nuisance.

3.4.12 **Fines, penalties or multiplication of compensatory damages**

any fines, penalties, punitive damages, exemplary damages, aggravated damages, treble damages or any other increase in damages resulting from the multiplication of compensatory damages.

3.4.13 **Human Immuno-deficiency Virus**

any loss, liability, expenses, costs or **defence costs** arising directly or indirectly caused by or associated with Hepatitis Non-A, the Human Immuno-deficiency Virus ("HIV") or Lymphadenopathy Associated Virus ("LAV") or the mutants, derivatives, or variations thereof or in any way related to Acquired Immune Deficiency Syndrome ("AIDS") or AIDS related complex, or any syndrome or condition of a similar kind howsoever it may be named.

3.4.14 **Inevitable or unavoidable consequence of performance**

liability which is the inevitable or unavoidable consequence of the performance of a contract.

3.4.15 **Liability from employment**

bodily injury caused to or sustained by any **employee** arising out of or in the course of employment by **you** in the **business**.

3.4.16 **Limit of indemnity**

liability in excess of the **limit of indemnity** stated in the **schedule** except for payment of **defence costs** as provided for by the Public liability **section**.

3.4.17 **Liquidated damages**

any loss arising out of or from any liquidated damages clauses or penalty clauses or performance warranties in any contract or agreement which **you** or **other insured party** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties.

3.4.18 **North American jurisdiction**

- a) liability in respect of any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part) unless otherwise stipulated in the **schedule**;
- b) but this exclusion shall not apply to visits to **North America** in the course of **business** to undertake non-manual work including but not limited to clerical work, sales and promotional activities and conference attendance providing that, in such circumstances:
 - i) **we** will not be liable to indemnify any entity based in, operating in or domiciled in **North America**; and
 - ii) **we** will not be liable to indemnify for any liability that arises under any agreement or contract that would not arise in the absence of any agreement or contract;
 - iii) **we** will not be liable to indemnify for liability arising directly or indirectly from the ownership, maintenance, operation or use of any mechanically propelled vehicle or watercraft;
 - iv) **we** will not be liable to indemnify for liability arising directly or indirectly from **pollution**;
 - v) **defence costs** are inclusive and form part of the **limit of indemnity**.

3.4.19 **North American territory**

- a) liability in respect of **personal injury, damage, denial of access** or nuisance occurring within **North America** but this exclusion shall not apply to temporary non-manual visits to **North America** as specified in 'North American jurisdiction' above.

- b) liability in respect of or arising from **pollution** occurring within **North America**.

3.4.20 **Nuclear risks**

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom;
- b) any legal liability of whatsoever nature;
- c) any sum which **you** become legally liable to pay or any loss or expense;

directly or indirectly caused by or contributed to by or arising from or, in the case of item c) above, attributable to **nuclear hazards**.

3.4.21 **Ownership or use of mechanically propelled vehicles**

personal injury, damage, denial of access or nuisance arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by or on behalf of **you** or any **other insured party** except that this exclusion shall not apply in respect of and to the extent of the indemnity provided by any expressly stated coverage extensions herein.

3.4.22 **Pollution and products**

liability arising from **personal injury, damage, denial of access** or nuisance arising out of or from or:

- a) brought about by or contributed to by **pollution**;
- b) in connection with a **product**;

3.4.23 **Property in the insured's care, custody and control**

damage to property owned, leased, hired or held in trust by **you** or under hire, purchase or on loan to **you** or held otherwise in **your** care, custody or control.

3.4.24 **Sexual conduct or abuse**

any loss, liability, expenses, costs or **defence costs** caused by or attributable to or made upon the **insured** arising from or in any way connected with actual or attempted sexual relations, sexual contact or intimacy, sexual harassment, sexual exploitation or any type of physical or mental abuse.

3.4.25 **Statutory defence costs**

liability for **defence costs** arising out of or in respect of any alleged breach of statutory duty or any allegation of manslaughter, corporate manslaughter or corporate homicide except as stated in the clause entitled 'Statutory defence costs including Health and Safety at Work, etc. Act 1974' under the 'Public, and products liability extensions'.

3.4.26 **War or terrorism**

personal injury, damage, denial of access or nuisance directly or indirectly caused by or contributed to by or arising from **war** or any act of **terrorism**.

4 Section – Professional liability cover

4.1 Professional liability cover

4.1.1 Legal liability

We agree to indemnify **you** for legal liability to pay compensatory damages from any **claim** first made against **you** and arising out of **your** performance of **business** during the **period of insurance**, and where the **claim** arises out of any actual or alleged:

- a) breach of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation;
- b) defamation or other tort related to disparagement of character, including libel, slander, or malicious falsehood;
- c) any form of invasion, infringement or interference with rights of privacy or publicity;
- d) infringement of intellectual property rights including but not limited to copyright, design (including in respect of semiconductor topographies i.e. circuit boards), title, slogan, trademark, trade name, trade dress, service mark, service name, domain name or metatag, breach of confidence, breach of moral rights, passing off, plagiarism, piracy or misappropriation of ideas under implied contract, including a breach of a hold harmless or indemnity agreement specified in a written contract for the supply of **business services**.

4.1.2 Limit of indemnity

Our liability under this **section** in respect of any one **claim** and in the aggregate (unless expressly stated otherwise in the **schedule**) shall not exceed the amount stated as the **limit of indemnity** in the **schedule** inclusive of **defence costs** that will be payable as part of the **limit of indemnity** unless such **defence costs** are expressly stated in any clause as being in addition to the **limit of indemnity**.

Where provided, the **limit of indemnity** in respect of **North America** will always be in the aggregate inclusive of **defence costs** and the limit granted is deemed to be part of and not in addition to the overall **policy limit of indemnity** specified in the **schedule**.

4.2 Professional liability costs and expenses

4.2.1 Defence costs

Following any event which is or may be the subject of indemnity under this **section we** agree to indemnify **you** for **defence costs**, incurred with our prior written consent provided that if the **limit of indemnity** is exhausted by the payment or settlement of any **claim** or loss **our** liability to pay **defence costs** in respect of that **claim** or loss shall be limited to such proportion of those **defence costs** as the **limit of indemnity** available for payment or settlement of that **claim** or loss bears to the total payment (including where applicable claimants' costs) required to dispose of that **claim** or loss.

4.3 Professional liability limitation and exclusions

This **insured section** excludes and does not cover:

4.3.1 Aircraft, watercraft, vehicles or buildings

any **claim**, liability, loss or **defence costs** arising directly or indirectly from:

- a) the ownership, possession or use by or on **your** behalf of any aircraft, watercraft or mechanically propelled vehicle;
- b) the ownership or possession by or on **your** behalf of any buildings, structures, premises, land or property (mobile or immobile) or that part of any building leased, occupied or rented by **you**.

4.3.2 **Asbestos**

any **claim**, alleged **claim**, liability, loss or **defence costs** directly or indirectly arising out of resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

4.3.3 **Assumed duty or obligation**

any **claim**, liability, loss or **defence costs** directly or indirectly arising out of, or in any way involving any liability, duty or obligation incurred or assumed by **you** which is not incurred or assumed in the normal conduct of the **insured's business services**.

4.3.4 **Bodily injury and property damage**

any **claim**, liability, loss or **defence costs** directly or indirectly arising out of, or in any way involving **bodily injury** and/or **property damage**:

- a) to or of any **employee** whilst in the course of their employment for or on your behalf; and
- b) to any person, other than an **employee**, or damage to or destruction of any property including loss of use thereof, provided that this exclusion shall not apply to **claims** arising from breach of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation in the conduct of **your business services**.

4.3.5 **Computer virus**

any **claim**, loss, liability, expenses, costs or **defence costs** directly or indirectly arising from any **computer virus**.

4.3.6 **Contractual Liability**

any **claim**, loss, liability, expenses, costs or **defence costs** arising out of any breach of contract, including but not limited to breach of any express warranty or guarantee, except that this exclusion shall not apply to any liability which **you** would have incurred in the absence of such contract, warranty or guarantee.

4.3.7 **Excess**

the amount of the **excess** stated in the **schedule**.

4.3.8 **Existing claims**

any **claim**:

- a) made, threatened or intimated against **you** prior to the **period of insurance**;
- b) liability, loss or **defence costs** directly or indirectly arising out of, or in any way involving any fact or **circumstance**:
 - i) of which written notice has been given under any previous policy (whether insured by the **insurer** or not); or
 - ii) of which **you** first became aware prior to the **period of insurance** and which **you** knew or ought reasonably to have known had the potential to give rise to a **claim** or loss.

4.3.9 **Fines, penalties, punitive, multiple or exemplary damages**

- a) any fines or penalties;
- b) any punitive, multiple or exemplary damages where such have been identified separately within any award of any court or tribunal unless the law permits the **insurer** to pay them.

4.3.10 **Insolvency of the insured**

any **claim**, liability, loss or **defence costs** arising out of or relating directly or indirectly to your insolvency.

4.3.11 **Legislation and regulation**

any **claim**, liability, loss or **defence costs** arising out of the **insureds** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation including but not limited to:

- a) the Employment Retirement Income Security Act 1974 and any amendment thereto, or any rules or regulations promulgated thereunder;
- b) any actual or alleged violations of the Racketeer Influenced and Corrupt Organisation Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules or regulations promulgated thereunder;
- c) any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State law or any common law relating thereto.

4.3.12 **Liability arising out of employment**

any **claim**, liability, loss or **defence costs** arising from the liability to any **employee**, former **employee** or prospective **employee** in respect of employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

4.3.13 **Management liability**

any **claim**, liability, loss or **defence costs** caused by or arising from any personal liability incurred by a director or officer of the **insured** when:

- a) acting in that capacity or managing the **insured's** business; or
- b) in breach of their fiduciary duty, other than when performing a business activity for a client; or
- c) making or issuing any statement, representation or information concerning **you** and the **business services** contained in any accounts, reports or financial statements.

4.3.14 **Negotiable paper**

any **claim**, liability, loss or **defence costs** arising directly or indirectly from the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

4.3.15 **North America**

any **claim**, loss, liability, expenses, costs or **defence costs**, in respect of any proceedings (including arbitration or regulatory proceedings), judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part) unless **jurisdiction** is stated to include **North America**.

4.3.16 **Nuclear risks**

any **claim**, loss, liability, expenses, costs or **defence costs** arising directly or indirectly from:

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- b) any legal liability of whatsoever nature;
- c) any sum which the insured becomes legally liable to pay or any loss or expense;

directly or indirectly caused by or contributed to by or arising from or, in the case of c) above, attributable to:

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

4.3.17 **Other insurance**

any **claim**, loss, liability, expenses, costs or **defence costs** where the **insured** is entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such policy had this **policy** not been effected.

4.3.18 **Patent or trade secret**

any **claim**, liability, loss or **defence costs** arising directly or indirectly out of the infringement of any patent or trade secret.

4.3.19 **Pollution**

any **claim**, liability, loss or **defence costs** for:

- a) **bodily injury**, sickness, disease or death, damage or loss of use of property directly or indirectly caused by seepage, **pollution** or contamination; and/or
- b) the cost of removing nullifying or cleaning-up seeping, polluting or contaminating substances.

4.3.20 **Products liability**

any **claim**, liability, loss or **defence costs** directly or indirectly arising out of, or in any way involving goods or products, sold, supplied, recalled, repaired, altered, treated, manufactured, constructed, installed or maintained by **you** or by any consultant, **sub-contractor** or agent of **you**.

4.3.21 **Reckless and malicious acts**

any **claim**, liability, loss or **defence costs** directly or indirectly arising out of any recklessly or maliciously acts made by **you**.

4.3.22 **Retroactive date**

any **claim**, liability, loss or **defence costs** arising from any act, error or omission committed, or alleged to have been committed, prior to the **retroactive date**.

4.3.23 **Territorial limits**

any **claim**, liability, loss or **defence costs** arising from or alleged to have been caused by or sustained from an act committed outside the **territorial limit** and/or from any **claims** first brought in a court outside the **jurisdiction**.

4.3.24 **War and terrorism**

any **claim**, loss, liability, expenses, costs or **defence costs** of whatsoever nature directly or indirectly caused by, resulting from or in connection with **war** or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **claim**.

This exclusion also excludes any **claim**, liability costs, **defence costs** or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

5 General conditions

5.1 Applicable law

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this **policy**. Unless it is agreed otherwise, the law that applies to this contract is the law of that part of the **United Kingdom** where **your** head office is located.

It is agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of that part of the **United Kingdom** where **your** head office is located and they are subject to the exclusive jurisdiction of that court.

5.2 Cancellation

This **policy** may be cancelled either by **you** or **us**. To cancel the policy, **you** must give **us** notice in writing using the details shown in the 'Claims procedure' clause of 'Our agreement in general'. **We** may at any time serve written notice on **you** cancelling the **policy**. **We** will send **our** cancellation letter to the last known address **we** have for **you** and will set out the reason for cancellation in **our** letter.

Cancellation will take effect from the fourteenth (14th) day after service of the notice by **you** or **us**.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed

If the **policy** is cancelled and **you** have paid the premium or any instalment premium, **we** will refund a proportion of **your** premium which relates to the remaining unexpired full months of cover not used provided that;

- a) **you** have not made a claim; and
- b) no claims have been made against **you**.

5.3 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the **insured** and both **we** and **you** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

5.4 Contribution

If at the time of any loss damage or liability arising under this **policy** there shall be any other insurance covering such loss damage or liability or any part thereof **we** shall not be liable for more than its proportional share thereof.

5.5 Dispute resolution

All matters in dispute between **you**, any other party covered by this insurance and **us** arising out of or in connection with the construction or formation of this insurance will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed, then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator and the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take, the dispute will be referred by either party to courts, subject to the law and jurisdiction set down in the Applicable law clause above.

5.6 Material alteration

5.6.1 **You** will give to **us** written notice immediately (but in any event no later than 30 days) after **you** become aware of;

- a) any material alteration to **you** or the risk insured under this **policy**; or
- b) any material change in the nature of the **business** conducted by **you**;

during the **period of insurance**.

5.6.2 **We** reserve the right to reject or reduce **claims** connected with the material alteration or change, until accepted as such by written confirmation from **us** endorsed to this **policy**, upon which **we** may continue the **policy** on such terms as **we** may determine.

5.7 Material inaccuracy

5.7.1 The information provided by or on behalf of **you** in connection with this insurance (whether at inception or otherwise) shall be materially accurate and not omit material information which is known by **your** board members or equivalent and/or **your** risk manager or ought to have been known by them following their reasonable enquiry.

5.7.2 Breach by fraud or dishonesty

If **you** or anyone acting on **your** behalf breaches this condition (whether at inception or otherwise) by fraud or dishonest act or omission, **we** may:

- a) avoid this **policy** from inception; or
- b) impose such terms, conditions and/or additional premium as **we** may in **our** sole discretion determine; and

any benefit which **you** have received under this **policy** which resulted from any such fraud or dishonest act or omission shall immediately be repaid to **us**.

5.7.3 Breach by non-disclosure, misrepresentation (other than fraudulent or dishonest)

If **you** or anyone acting on **your** behalf breaches this condition (other than by fraudulent or dishonest means), **we** may:

- a) impose such terms and conditions (effective at inception or otherwise) as **we** would have imposed in the absence of such breach; and/or
- b) charge such additional premium (effective at inception or otherwise) as **we** would have required in the absence of the breach; and
- c) apply such applicable additional premium, amended terms and conditions or both to any notified **claim** or potential **claim**; and

we will promptly give **you** written notice of any applicable additional premium, amended terms and conditions or both.

5.7.4 Within fourteen (14) days of receipt of such notice, **you** will give **us** written confirmation of:

- a) acceptance of and a promise to pay the applicable additional premium in accordance with the terms of trade applying to this insurance; or
- b) **your** acceptance of the amended terms and conditions; or
- c) both as applicable.

5.7.5 If **we** can show to **your** reasonable satisfaction that **we** would have declined to enter into this insurance at inception or to accept the proposed amendment to this insurance during the **period of insurance** on any terms, **we** may avoid this **policy** from inception and, if no claims have been paid or accepted under this **policy**, **we** shall promptly return to **you** all

premiums received by **us** at the date of breach; and, if **we** have paid claims monies under this **policy**, **you** shall promptly repay all such claim monies to **us**.

5.8 Minimisation of risk

- 5.8.1 **You** will take all reasonable steps at **your** own expense to prevent an insured event arising or continuing.
- 5.8.2 Upon the happening of an insured event and at all times thereafter, **you** shall act as a prudent uninsured and take all reasonable measures as are appropriate to avoid or minimise any claims which arise or may arise from that insured event. Any failure by **you** to take such steps shall reduce or extinguish **our** liability to indemnify **you** under the **policy** to the extent that such failure has increased the claim under the **policy**.

5.9 Observance

- 5.9.1 The due observance and fulfilment of the provisions of this **policy** insofar as they may relate to anything to be done or complied with by **you**, and are not described in the **policy** as conditions precedent, will be a condition of this **policy**. Any waiver by **us** of any provision will not prevent **us** from relying on such term or condition or condition precedent in the future.
- 5.9.2 Further, where an indemnity is provided to any other party, **you** will arrange for each party to comply with the terms, conditions and conditions precedent of this insurance so far as they can apply provided always that the other party complies with the terms of the 'Duties in the event of a claim or potential' **section**.
- 5.9.3 In the event of a breach of any condition in the **policy**, and without prejudice to any of **our** other rights, **we** may reject or reduce **claims** connected with the breach providing **we** can demonstrate some prejudice.
- 5.9.4 In the event of a breach of any condition precedent in the **policy** and without prejudice to any of **our** other rights, **we** may reject or reduce **claims** connected with the breach and continue the **policy** on such terms as **we** may determine and, if any payment on account of any such **claim** has already been made, **you** will repay forthwith all payments on account to **us**.

5.10 Our right

We shall be entitled:

- 5.10.1 on the happening of any **damage** to enter any building where such **damage** has happened and to take and keep possession of the property insured and to deal with salvage in a reasonable manner and this **policy** shall be proof of leave and licence for such purpose but the property may not be abandoned to **us**;
- 5.10.2 at its option to either:
- a) repair or replace the property or any part of the property for which it may be liable under this **policy**; or
 - b) make payment in money to **you** in lieu of such repair or replacement or reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this **policy**.

5.11 Privacy and the Data Protection Act 1998

- 5.11.1 All personal information (including sensitive personal data such as health details or criminal convictions) provided in connection with this **policy** will be processed in accordance with the Data Protection Act 1998. **You** consent to all personal information so provided being used for the purposes and being disclosed to the parties set out below.
- 5.11.2 Where personal information is provided about another person, **you** are required to inform that person of **our** identity, and why their personal information will be processed and

disclosed. **You** are also required to obtain their written consent to the processing of their personal information in this way and provide **us** with such consent upon request.

5.11.3 Personal information is used:

- a) to administer the policy, including underwriting, renewal information, validation of claims history and claims handling;
- b) for research, analysis, statistic creation, and customer profiling;
- c) for fraud prevention and debt recovery.

5.11.4 Personal information may be disclosed to:

- a) other members of the QBE Insurance Group;
- b) other insurance entities interested in the risk written under this policy;
- c) agents and service providers appointed by **us** to carry out activities in connection with the policy;
- d) credit reference and fraud databases;
- e) law enforcement and other statutory bodies;
- f) potential purchasers of the whole or part of **our** business.

5.11.5 If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the fraud databases.

5.11.6 Personal information may be transferred to third parties in countries outside the European Economic Area which may not have the same standards of protection for personal information as the United Kingdom. **We** will ensure that such transfers comply with the data protection law and the personal information is kept securely and protected from unauthorised access.

5.11.7 **We** maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.

5.11.8 **We** may monitor and record all communications with **you** for compliance and training purposes.

5.11.9 Should **you** wish to see the information held, have any queries in relation to the way such information is used or discover any inaccuracies, **you** should write to the Data Protection Officer at QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

5.12 Records

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

5.13 Recovery of benefits

In the event that **your** liability in damages is reduced because benefits and/or charges included in the damages are to be paid under statute to the Compensation Recovery Unit or its successor, **your** liability in damages for the purposes of this insurance will be deemed to include such benefits and charges.

5.14 Representation

Where more than one entity is designated as 'insured' the first named **insured** will act on behalf of all **insureds** and other parties covered under this **policy** with respect to the giving and receiving of any notices from **us** or **our** representatives including any notice of cancellation. The payment to the first named **insured** of any return premium that may be payable under this **policy** will satisfy **our** obligations to return premium to any other party covered by this insurance.

5.15 Sanction limitation and exclusion

We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

5.16 Subscribing insurer

Our obligations under this **policy** are severable and not joint and are limited solely to the extent of their individual subscriptions. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

6 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership or any other legal entity. References to a statute, regulation, EU Directive or trade terms of contract will be construed to include all its amendments or replacements. All headings within the policy are included for convenience only and will not form part of this **policy**.

6.1 Advertising injury

Advertising injury means:

- 6.1.1 misappropriation of advertising ideas or style of doing business;
 - 6.1.2 infringement of copyrighted advertising materials, titles or slogans;
- in the course of advertising **your** goods, **products** or services.

6.2 Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual.

6.3 Business

Your business activities as stated in the **schedule**.

6.4 Circumstance

Circumstance means an incident, occurrence, dispute, fact, matter, act or omission that is likely to give rise to a **claim**.

6.5 Claim

- 6.5.1 Claim means:
 - a) the receipt by the **insured** of any written notice of demand for compensation made by a third party against the **insured**;
 - b) any writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the **insured**;
 - c) any notice of intention in writing to commence legal proceedings against the **insured**.
- 6.5.2 For the purposes of applying any excess or limit hereunder, all claims, loss, liability, expenses and costs otherwise recoverable under this **policy** resulting from;
 - a) one and the same act error or omission; or
 - b) a series of acts errors or omissions arising out of or attributable to the same originating cause, source or event; or
 - c) infidelity or fraud committed by any person acting alone or by persons acting in collusion;

shall be deemed to be one claim regardless of the number of claimants involved.

6.6 Clinical Trial

Clinical Trial means an investigation in human subjects intended to discover or verify the clinical, pharmacological, and / or other pharmacodynamic effects of an investigational product(s), and / or to identify any adverse reactions to an investigational product(s), and / or to study absorption, distribution, metabolism and excretion of an investigational product(s).

6.7 Damage/damaged

Damage/damaged means loss of use of tangible property that has been lost, destroyed or damaged but not pure economic loss.

6.8 Defence costs

Defence costs means

- 6.8.1 costs (other than claimant costs recoverable from **you** or any **other insured party**) incurred at **your** request, with **our** prior consent in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;
- 6.8.2 costs and expenses incurred by **you** in pre-trial and case reviews;
- 6.8.3 pre-judgment interest awarded against **you** on that part of any judgment covered under this **policy** but where **we** offer to pay the **limit of indemnity** in settlement of a claim or suit, **we** will not pay any pre-judgment interest imposed or accruing after the date of such offer;
- 6.8.4 all interest accruing on that part of any judgment within the **limit of indemnity** after entry of the judgment and before **we** have paid, offered to pay or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
- 6.8.5 the cost of attendance in court as a witness at **our** request, payable at the following rates per day on which attendance is required:
 - a) any principal director or partner of **you** - £500;
 - b) any **other insured party** - £250;
- 6.8.6 costs incurred at **your** request, with **our** prior consent of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**.

6.9 Denial of access

Denial of access means trespass or interference with any easement, right of air, light, water or way.

6.10 Electronic data

Electronic data means facts, concepts and information converted to a form usable for communication, display, distribution, interpretation or processing by electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.

6.11 Employee

Employee means any person including trainees and freelance consultants acting under a contract of service with the **insured** in respect of the conduct of business by the **insured**.

6.12 Excess

The **limit of indemnity** is additional to the excess and excess means the first amount payable by **you** in respect of each and every claim or any one occurrence (as stated in the **schedule**), potential claim or potential occurrence and/or **defence costs** (but not adjusters' fees), as ascertained after the application of all other terms and conditions of this insurance.

Where more than one excess could be applied to one claim or occurrence, only the one excess, the highest excess, will be applied.

6.13 Financial loss

Financial loss means a pecuniary loss, cost or expense not occasioned by, consequent upon, or accompanied by **personal injury**, **damage**, **denial of access**, nuisance or breach of the Data Protection Act 1998.

6.14 Good Samaritan Act

Good samaritan act shall mean advice given, treatment administered, or a failure to administer treatment, at the scene of a medical emergency, accident, or disaster.

6.15 Insured/you/your

Insured/you/your means the person(s) or company named in the schedule.

6.16 Insurer/us/we/our

Insurer/we/our/us means:

- 6.16.1 for all **sections** except the Legal expenses **section**; QBE Casualty Syndicate 1886 whose Head office and registered address is:

Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, tel: 020 7105 4000 fax: 020 7105 4019. Registered in England No. 1761561. Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202842.

6.17 Limit of indemnity

Limit of indemnity means:

For Public liability:

- 6.17.1 the amount stated in the **schedule** which is the maximum amount of **our** liability for any one (1) occurrence regardless of the number of:

- a) **insureds** or **other insured parties**;
- b) persons or organisations bringing claims or suits; or
- c) claims against **you** or series of claims against **you** or claims or series of claims made by **you**;

- 6.17.2 where a limit of indemnity is stated in the **schedule** as in the aggregate, that aggregate is the maximum **we** will pay for all insured events during the **period of insurance**;

- 6.17.3 any **sub-limit of indemnity** stated in the **schedule** applies as if it were the limit of indemnity for the claims specified in the **schedule** for that **sub-limit of indemnity** and is deemed to be part of and not in addition to the limit of indemnity specified in the **schedule** unless expressly stated otherwise;

- 6.17.4 where indemnity may be provided under two (2) or more **insured sections** of this **policy**, then the combined single limit stated in the **schedule** is the maximum **we** will pay for any insured event to which such **sections** apply in combination.

For Professional indemnity:

- 6.17.5 Limit of indemnity means the amount specified in the **schedule** which shall be maximum amount payable by the **insurer** in respect of any one **claim** (unless expressly stated otherwise in the **schedule**).

- 6.17.6 Any sub-limit of indemnity stated in the **schedule** applies as if it was the limit of indemnity for the **claims** specified in the **schedule** for that sub-limit of indemnity and is deemed to be part of and not in addition to the limit of indemnity specified in the **schedule**.

6.18 Malpractice

Malpractice means any negligent act, negligent error, or negligent omission committed by **you** arising out of the rendering of, or failure to render medical services in the conduct of the **your business**, or in the conduct of **good samaritan acts** (or, in the case of a **registered medical practitioner**, any negligent act, negligent error or negligent omission committed by the **registered medical practitioner** arising out of the rendering of, or failure to render medical services undertaken for or on **your** behalf or **good samaritan acts**).

6.19 North America

North America means the United States of America or its territories or possessions or Canada.

6.20 North American jurisdiction

North American jurisdiction means any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which form part of **North America** or which operate under the laws of such countries or any states, provinces or territories forming part of them (or to any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part) then following any event which is or may be the subject of indemnity under the laws of **North America**.

6.21 Nuclear hazards

Nuclear hazards means:

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

6.22 Offshore

Offshore means:

- 6.22.1 work in or on any offshore rig or platform or support or accommodation vessel for any offshore rig or platform;
- 6.22.2 in transit to and from or between any offshore rig or platform or support or accommodation vessel from the time of embarkation onto a conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance onto land upon return from an offshore rig or platform.

6.23 Other insured party

Other insured party means any of the following parties:

- 6.23.1 any of **your** directors, partners, **employees** or former **employees**;
- 6.23.2 any officers, members' committee and/or **employee** and voluntary helpers of **your** canteen and welfare organisations, nursery, crèche or child care facilities, sports and social organisations, in their respective capacities as such;
- 6.23.3 any officers and members of **your** security, rescue, first aid or fire and ambulance services or medical organisation other than any qualified medical practitioner while working in a professional capacity in their respective capacities as such;
- 6.23.4 any of **your** directors or partners or executives in respect of private work undertaken by any **employee** for a director, partner or executive of the **insured**;
- 6.23.5 any officers or trustees of **your** pension scheme(s).

6.24 Period of insurance

Period of insurance means the period shown as such on the **schedule**, which times are taken as Greenwich Mean Time unless otherwise stated.

6.25 Policy

Policy means this document, the **schedule** (including any **schedules** or certificate of insurance issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

6.26 Product

Product means any property (including integral software, packaging, containers, labels and instructions for use) after it has left the custody or control of the **insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on **your** behalf.

6.27 Retroactive date

Retroactive date means the date (if any) stated in the **schedule**.

6.27.1 Unlimited retroactive cover – where no retroactive date is specified in the **schedule**, coverage under this **policy** shall be in respect of acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed or alleged to have been committed;

6.27.2 Limited retroactive cover – where a retroactive date is specified in the **schedule**, then coverage under this **policy** shall only be in respect of acts, errors or omissions first committed or alleged to have been first committed after the retroactive date.

6.28 RIDDOR

RIDDOR means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

6.29 Schedule

Schedule means the document titled schedule that includes the name and address of the **insured**, the premium and other variables to this **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by **you**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

6.30 Section

Section means all or any individual sections of this **policy** that form part of the insurance contract but only if stated as 'operative' in the schedule.

6.31 Sub-limit of liability /Sub-limit of indemnity /Sub-limit

Sub-limit of liability/ Sub-limit of indemnity/ Sub-limit means the maximum liability of **us** under a specified section, clause or other part of this **policy** and is the amount stated in the **schedule**.

6.32 Statement of fact

Statement of fact means all and any information supplied to **us** by or on **your** behalf.

6.33 Suit

Suit means a civil proceeding in which damages to which this insurance applies are alleged, including any other alternative dispute resolution proceeding in which such damages are claimed.

6.34 Temporary partial disablement

Temporary partial disablement means disablement arising from **injury** which is medically determined to prevent an **insured person** from undertaking the majority of his occupation as carried out at the date of the **accident**.

6.35 Temporary total disablement

Temporary total disablement means the **insured person** being totally disabled and prevented from attending to the whole of his business or occupation as a result of bodily **injury** not being **permanent total disablement**, loss of limbs or sight, as otherwise defined in the scale of compensation or table of benefits, as applicable.

6.36 Territorial limits

Territorial limits means the United Kingdom, the United Arab Emirates or the Republic of South Africa and any other extension agreed by **us**.

6.37 Terrorism

Terrorism means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure or a threat thereof; and appears to be intended to

- a) intimidate or coerce a civilian population, or
- b) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
- c) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or

affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

6.38 United Arab Emirates

United Arab Emirates mean Abu Dhabi, Ajman, Dubai, Fujairah, Ras al-Khaimah, Sharjah, and Umm al-Quwain.

6.39 United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

6.40 War

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law .

6.41 Work away

Work away means work, operations, installation or services performed by **you** or on **your** behalf but not on **your premises**.

7 Complaints

7.1 What you should do?

We strive to provide an excellent service to all **our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question or complaint about this insurance or the conduct of **your** intermediary **you** will contact that intermediary in the first instance.

If **you** wish to contact **us** directly **you** should write to the complaints address shown in the **schedule**. If an eligible complainant and the matter has not been resolved to **your** satisfaction **you** may contact:

The Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, London E14 9SR.

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this **policy**, but if **you** are not an eligible complainant then the informal complaint process ceases.

A summary of **our** complaint handling procedure is available on request and will also be provided to **you** when acknowledging a complaint.

7.2 About the Financial Ombudsman Service (FOS)

7.2.1 Eligible complainants are:

private individuals, or
micro-enterprises'.

'Micro-enterprises' will be able to bring complaints to the ombudsman as long as they have an annual turnover of under EUR2 million and fewer than ten (10) employees.

7.2.2 The FOS will only consider a complaint if **you** are an eligible complainant and if:

- a) **we** have been given an opportunity to resolve it and
- b) **we** have sent **you** a final response letter and **you** have referred the complaint to the FOS within six (6) months of **our** final response letter or
- c) **we** have not responded to **your** complaint with a decision within eight (8) weeks.

7.3 Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk).

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