

# Insurance policy

## **Eurocamp Ltd &/or Subsidiary Companies**

### **Employer's Liability Policy**

Allianz Global Corporate & Specialty SE (herein called the Company) and the Named Insured (as named in the Schedule) agree:

The Company will indemnify or otherwise compensate the Named Insured in accordance with and subject to the terms and conditions of this Policy, in consideration of the payment to the Company of the premium for the Period of Insurance.

The proposal made to the Company by or on behalf of the Named Insured whether in writing or otherwise shall be the basis of the contract.

Provided that this Policy shall not be in force unless it has been signed by an authorised official of the Company.



.....  
Signed for and on behalf of the Company

Date of Signature: 27 October 2023

Allianz Global Corporate & Specialty is the UK branch of Allianz Global Corporate & Specialty SE, Königinstrasse 28, 80802 München, Germany.  
UK Branch office: 60 Gracechurch Street, London EC3V 0HR.  
Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht.

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## **POLICY SCHEDULE**

**Policy No:** GBL00281223B

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**The Named Insured:** Eurocamp Limited &/or Subsidiary Companies

**Address:** 1<sup>st</sup> Floor  
Chelford House  
Gadbrook Park  
Rudheath Way  
Northwich  
Cheshire  
CW9 7LN

**The Business:** Providers of camping and mobile home holidays on sites and self-catering holidays in holiday villages and properties throughout Europe, Tour Operators and Travel Agents, Sales of Travel insurance, Property Owners.

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### **Period of Insurance**

**From:** 01 October 2022 ) both dates  
**to:** 30 September 2023 ) inclusive GMT

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### **Premiums**

**Policy Premium:** GBP 18,968.80

**IPT:** GBP 2,276.26

**Total Payable:** GBP 21,245.06

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### **Limits of Indemnity**

Any one Occurrence in respect of Terrorism GBP 5,000,000

Any one other Occurrence GBP 10,000,000

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### **Broker**

Arthur J. Gallagher  
The Walbrook Building  
25 Walbrook  
London  
EC4N 8AW

## **GENERAL DEFINITIONS APPLYING TO THIS POLICY**

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

### **Additional Insureds** means

- a. any Principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Named Insured and in respect of which the Named Insured is legally liable and would have been entitled to indemnity under this Policy if the Claim had been made against the Named Insured but only to the extent required by the terms and conditions of such contract.
- b. if the Named Insured so requests any partner director or Employee of the Named Insured against liability incurred in such capacity and in respect of which the Named Insured would have been entitled to indemnity under this Policy if the Claim had been made against the Named Insured as though each partner director or Employee was individually named as the Insured in this Policy and provided that no indemnity will be provided to any medical or dental practitioner while working in a professional capacity as such a practitioner
- c. if the Named Insured so requests any officer or committee member or other member of the Named Insured's canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity
- d. the personal representatives of any party constituting the Named Insured or any Additional Insured against legal liability in respect of which such party would have been indemnified under this Policy

### **Business** means

that which is specified in the Policy Schedule and shall include:

- i. the provision and management of catering social sports welfare childcare theatrical and related facilities including galas for the benefit of Employees
- ii. the provision of fire first aid medical ambulance and security services
- iii. private work carried out by an Employee for a director or partner or Employee of the Named Insured
- iv. the ownership maintenance repair and occupation of premises or facilities
- v. attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment
- vi. provision of sponsorship
- vii. repair or servicing of motor vehicles.

### **Employee** means

- a. any person under a contract of service or apprenticeship with the Named Insured
- b. any of the following persons whilst working for the Named Insured in connection with the Business
  - i. any labour master or labour only subcontractor or person supplied by him

- ii. any self-employed person
- iii. any person who is borrowed by or hired to the Named Insured including persons on secondment from overseas countries
- iv. any trainee or person undergoing work experience
- v. prospective employees being assessed by the Named Insured as to their suitability for employment
- vi. any voluntary helper.

**Injury** means

bodily injury death disease illness and/or medically recognised psychiatric injury.

**Insured** means

the Named Insured as stated in the Policy Schedule and the Additional Insureds

**Occurrence** means

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

**Offshore Installation** means

- a. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c. any pipe or system of pipes in or under the sea or tidal waters
- d. any wind energy installation in the sea or tidal waters
- e. any installation in the sea or tidal waters which is intended to provide accommodation for persons who work on at or from the locations specified in Definition a. b. c. or d. above

**Offshore Operations** means

- a. the ownership or operation of
- b. travel (from the time of embarkation onto any vessel or aircraft for conveyance to an Offshore Installation until disembarkation onto land upon return from such Offshore Installation) to or from
- c. work or attendance on

any Offshore Installation.

**Other Costs and Expenses** means

reasonable costs and expenses incurred by the Company or with its written consent

- a. in connection with the defence of any Claim

- b. for representation of the Insured at any coroner's inquest or fatal accident inquiry in respect of death which may be the subject of indemnity under this Policy.

**Principal** means

any party (other than a director partner or Employee of the Named Insured) with whom the Named Insured has entered into a contract in the course of the Business

**Territorial Limits** means

- a. Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- b. elsewhere in the world in respect of Injury sustained by any Employee normally resident within the territories specified in a. and caused whilst temporarily employed outside these territories provided that
  - i. any action for compensation in respect of such Injury is brought in a court of law within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or any other member country of the European Union
  - ii. this Policy does not cover any liability in respect of any amount payable under any workmen's compensation scheme or health insurance legislation except for any compensation recovery payments that may be required in Great Britain Northern Ireland the Isle of Man and the Channel Islands

**Terrorism** means

- a. an act, or acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear
- b. any preparation towards or any action taken in controlling, preventing, suppressing or in any way relating to any such act

If the Company allege that by reason of this Definition any particular act (or acts) constitutes Terrorism the burden of proving the contrary shall be upon the Insured.

## **COVERS PROVIDED BY THIS POLICY**

### **Employers' Liability**

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

### **Employers' Liability Compulsory Insurance**

The indemnity granted by this Policy is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and offshore installations in territorial waters around Great Britain and its Continental Shelf but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

### **Other Costs and Expenses**

In addition the Company will pay Other Costs and Expenses.

## **LIMIT OF INDEMNITY APPLYING TO THIS POLICY**

### **The Company's Liability**

The Company's liability for all compensation and claimants costs and expenses (including interest thereon) and Other Costs and Expenses in respect of

- a. any one Claim or series of Claims arising out of one Occurrence
- b. any one Claim or series of Claims arising out of one Occurrence caused by or arising from Terrorism

shall not exceed the Limit of Indemnity shown in the Policy Schedule.

### **Aggregation of Limits**

The Company's liability to the Insured and all other parties indemnified shall not exceed in total the Limit of Indemnity shown in the Policy Schedule.

### **Extensions and Memoranda**

The Company's Liability (as stated above) shall include any amount payable under any Extension or Memorandum



## **EXTENSIONS APPLYING TO THIS POLICY**

### **Court Attendance Payment**

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

- a. any director or partner                      GBP 500
- b. any Employee                                      GBP 250

### **Indemnities to Additional Insureds**

the Company will indemnify any Additional Insureds provided that

- a. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this policy insofar as they can apply
- b. the Company's liability to the Named Insured and all Additional Insureds shall not exceed in total the Limit of Indemnity specified in the Policy Schedule
- c. such Additional Insureds are not entitled to indemnity under any other policy for any Claim in respect of which indemnity may be provided under this Policy

### **Legal Defence Costs**

The Company will indemnify the Named Insured and if the Named Insured so requests any partner director or Employee of the Named Insured in the terms of this Extension in respect of

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

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of

- i. any breach of any statutory duty resulting in Injury
- ii. any offence under the provisions of
  - A. any common or statute law for manslaughter including but not limited to the Corporate Manslaughter and Corporate Homicide Act 2007
  - B. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 1974 and associated regulations and any amending and / or subsequent legislation or the Health and Safety at Work (Northern Ireland) Order 1978 and associated regulations and any amending and / or subsequent legislation

committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

- i. the proceedings relate to the health safety or welfare of any Employee

- ii. the Company shall not be liable for costs and expenses arising in connection with proceedings in which the Company has no interest of its own, or no longer has any interest of its own, under some other part of this Policy, other than this Extension. For the purpose of this Proviso only, interest means a direct or indirect financial interest in the outcome of the proceedings to which the interest relates
- iii. the Company shall have the absolute conduct and control of all the said proceedings and appeals
- iv. all costs and expenses payable under this Extension shall be subject to the Limit of Indemnity under this Section as shown in the Policy Schedule. In respect of this Extension the Limit of Indemnity shall be inclusive of all such amounts
- v. this Section shall not apply to
  - A. fines or penalties of any kind
  - B. costs or expenses insured by any other policy
  - C. proceedings brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
  - D. any remedial or publicity orders made under the Corporate Manslaughter and Homicide Act 2007
  - E. compensation ordered or awarded by a Court of Criminal Jurisdiction
  - F. proceedings consequent upon any deliberate act or omission by
    - i. the Insured
    - ii. any partner or director of the Insured
    - iii. any Employee with any specific responsibility for compliance with the legislation or law specified in this Extension

which could reasonably have been expected to constitute a breach of or an offence under the legislation or law specified in this Extension

### **Unsatisfied Court Judgements**

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

- a. be obtained by such Employee in any court situate within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or any other member country of the European Union against any person or corporate body domiciled or operating from premises within such territories and
- b. remain wholly or partly unsatisfied six months after the date of such judgement

the Company will if the Named Insured so requests pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied  
Provided that

- i. there is no appeal outstanding
- ii. the Employee shall have assigned the judgement to the Company.

## **EXCLUSIONS APPLYING TO THIS POLICY**

### **Offshore Operations**

This Policy does not cover any liability in respect of Offshore Operations

### **Radioactive Contamination**

This Policy does not cover liability in respect of

- a. any legal liability of whatsoever nature
- b. any Injury

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

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

but this Exclusion shall apply only in respect of:

- A. liability of any Principal
- B. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

### **Vehicles**

This Policy does not cover liability in respect of Injury to any Employee arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

## **GENERAL CONDITIONS TO THIS POLICY**

### **Additional Insureds**

- a. each of the Additional Insureds and the Named Insured accepts and agrees that the Named Insured shall have the sole right to make a claim hereunder (whether on its own behalf or on behalf of an Additional Insured) and it shall be a condition precedent to any liability of the Company under this Policy that the Named Insured and not an Additional Insured shall have made any such claim
- b. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this policy insofar as they can apply
- c. The Company's liability to the Named Insured and all Additional Insureds shall not exceed in total the Limit of Indemnity specified in the Policy Schedule

### **Alterations in Risk**

It shall be a condition precedent to any liability of the Company to make any payment under this Policy that if at any time anything shall occur or be done materially affecting the risk insured the Insured shall give notice in writing to the Company as soon as reasonably practicable.

### **Arbitration**

All disputes which may arise under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy shall be referred to arbitration.

The arbitration shall be conducted in accordance with the Rules of the London Court of International Arbitration and the place of arbitration shall be London. The language of the arbitration shall be English.

The arbitral tribunal shall consist of three arbitrators. One shall be appointed by the Company, one shall be appointed by the Named Insured, and once those two arbitrators shall have been appointed they shall jointly appoint a third arbitrator as chairman of the arbitral tribunal. The Company or the Named Insured shall be entitled in the event of any dispute arising to call upon the other to nominate an arbitrator pursuant to the provisions of this clause and if either party shall fail to so nominate a party arbitrator within 30 days of receiving a notice to do so the party not in default shall be entitled to request the President of the Law Society for the time being ("the Appointer") to appoint a party arbitrator on behalf of the party in default. The Appointer shall also appoint the third arbitrator as chairman in default of appointment by the party appointed arbitrators within 28 days after their respective appointments.

### **Cancellation**

The Company may cancel this Policy at any time by sending 30 days notice by registered post to the Named Insured at the last known address and in such event the Named Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

### **Certificate of Employers' Liability**

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

### **Claims**

It shall be a condition precedent to any liability of the Company to make any payment under this Policy that on the happening of any Claim or any occurrence or circumstance which may give rise to a Claim under this Policy, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding, the Insured shall:

- a. notify the Company in writing as soon as reasonably possible, with full particulars.
- b. make no admission of liability or offer promise of payment without the Company's written consent.
- c. inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document unanswered.
- d. retain unaltered and unrepaired anything in any way connected with any Injury or Personal Injury or Property Damage for as long as the Company may reasonably require.
- e. produce to the Company at the Insured's expense such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim.

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

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

#### **Endorsements and Extensions**

Endorsements and extensions to this Policy are subject to the terms of that Policy and to the general terms of this Policy.

#### **Insurance Act 2015**

Unless otherwise indicated no term of this Policy is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under and/or the effect of Parts 2, 3, 4 or 5 of the Insurance Act 2015.

In the event of any breach of the Insured's statutory duty under the Insurance Act 2015 to make a fair presentation of the risk other than a breach which is:

- a. deliberate or reckless
- b. such that the Company would not have entered into the contract on any terms or in respect of a variation such that the Company would not have agreed to the variation on any terms

it is agreed that:

- a. if there have been no claims that relate to the breach of duty at the date the Insured notifies the Company of such breach the premium and terms may be adjusted to those that would have applied had there been no such breach of duty and the Insured will pay any such additional premium. Any additional term (whether premium or other term) shall take effect as if applied from inception; or in the event of a variation, from the date of variation

- b. in the event of claims that relate to the breach of duty and such claims happen after the date the Insured notifies the Company of such breach the Company's remedy for such breach will be limited to the adjustment of premium and terms as set out in a. above
- c. in the event of claims that relate to the breach of duty and such claims happen before the date that the Insured notifies the Company of such breach the Company's remedy for such breach will be as set out in the provisions of Schedule 1, Part 1 and Part 2 of the Insurance Act 2015.

The Company also agrees that the acts omissions or knowledge of one Insured shall not be imputed to any other Insured provided that the Named Insured together with its subsidiaries will be deemed to be one party comprising the Insured and not separate parties.

### **Jurisdiction**

Strictly subject to the arbitration provisions in this Policy the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales, and each undertakes to the other that it shall not commence proceedings under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy in any other jurisdiction.

### **Non-disclosure**

The insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact.

### **Other Insurances**

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

### **Policy Construction**

- a. Unless otherwise expressly agreed in writing this Policy shall be governed by and construed in accordance with the law of England and Wales
- b. The headings and titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation
- c. In this Policy references to any statute or regulation shall be to that statute or regulation as amended or re-enacted from time to time.

### **Premium Adjustments**

If any part of the premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall supply such particulars as the Company may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by the Company subject to any minimum premium that may apply. At the request of the Company the Insured shall supply an auditor's certificate in support of such particulars.

If the Insured fails to supply such particulars within the period stated the Company shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

### **Reasonable Precautions**

The Insured shall take all reasonable precautions to prevent accidents and to prevent or cease any activity which may give rise to a liability and any Injury and shall take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

**Rights of the Company**

- a. The Company shall be entitled at their discretion (but not required) to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any Personal Injury Property Damage or other legal liability to which this Policy applies and the Insured shall give all information and assistance required.
- b. the Company may at any time pay the Limit of Indemnity (less any sums already paid as compensation) or any lesser amount for which at the absolute discretion of the Company the claims arising out of any Occurrence can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.

**PREMIUM PAYMENT CONDITION**

The Insured undertakes that premium shall be paid in full to the Company within 60 days of inception of this Policy (or, in respect of instalment premiums, when due) and shall have the burden of establishing that such payment has been made.

If the Insured fails to comply with this undertaking the Company may give not less than 7 days' prior written notice of cancellation to the Insured via the broker or agent or direct. If the premium due is paid in full to the Company before the notice period expires, notice of cancellation shall automatically be revoked. If not, this Policy shall automatically terminate and be of no effect at the end of the notice period.

In the event of cancellation, premium is due to the Company calculated in accordance with the premium adjustment provisions of this Policy for the period the Company has been on risk, subject to any minimum premiums payable. The full policy premium shall be payable in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

If any provision of this condition is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this condition which will remain in full force and effect.



### **EMPLOYERS LIABILITY TRACING OFFICE**

If this Policy provides Employers Liability cover, information relating to this Policy will be provided to the Employers Liability Tracing Office (the ELTO) and added to an electronic database (the Database) which will be managed by the ELTO.

The Database assists individual claimants (the Claimants), who have suffered an employment related injury or disease arising out of their employment, and who are covered by the employers liability insurance of their employers,

- to identify which insurer (or insurers) was (or were) providing employers liability insurance during the relevant periods of cover; and
- to identify the relevant employers liability insurance policies

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK employers liability insurance cover and any other person or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

By entering into this Policy the Insured is deemed to specifically consent to the use of insurance policy data in this way and for these purposes.

## **COMPLAINT HANDLING PROCEDURES**

### **Internal Complaints Procedure**

At Allianz Global Corporate & Specialty we are committed to providing our customers with the highest possible level of service. We realise, however, that things can go wrong and you may feel we have not provided the service you expect.

Our internal complaints procedure is designed to resolve problems promptly and fairly.

### **What you need to do**

You should first contact the intermediary who arranged your insurance. If they are unable to resolve your complaint, you can write to us or telephone your usual contact at:

Allianz Global Corporate & Specialty  
60 Gracechurch Street  
London  
EC3V 0HR  
Tel: 0203 451 3000

When you contact us please give us a name and contact number and quote your policy and/or claim number. Please explain clearly and concisely the reason for your complaint.