

# Insurance policy

**Starlight Camping Limited &/or Eurocamp Limited &/or Subsidiary  
Companies**

**Al Fresco Holidays UK Limited &/or Al Fresco Holidays SAS &/or  
Subsidiary Companies**

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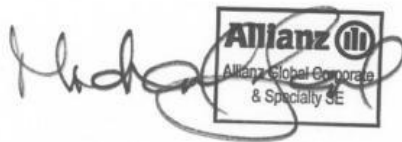
## **Public & Products Liability and Professional Indemnity Policy**

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.

  
Richard [unclear]  
Allianz Global Corporate  
& Specialty SE

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

Date of Signature: 28th December 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:** GBL00281523B

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**The Named Insured:** Starlight Camping Limited &/or Eurocamp Limited &/or Subsidiary Companies  
Al Fresco Holidays UK Limited &/or Al Fresco Holidays SAS &/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:** 1 October 2023 ) both dates  
**to:** 30 September 2024 ) inclusive

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### **Premiums**

**Policy Premium:** GBP 40,275.98

**IPT Tax:** GBP 4,833.12

**Total Payable:** GBP 45,109.10

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### **Limits of Indemnity**

#### **Public and Products Liability Section**

Any one Occurrence and in the aggregate during the Period of Insurance in respect of Products GBP 10,000,000

Any one Occurrence and in the aggregate during the Period of Insurance in respect of Pollution and Contamination GBP 10,000,000

Any one other Occurrence GBP 10,000,000

#### **Professional Indemnity Section**

Any one Claim GBP 1,600,000

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### **Excess**

#### **Public and Products Liability Section**

Any one Occurrence for Al Fresco Holidays UK Limited &/or Al Fresco Holidays SAS &/or Subsidiary Companies contributing towards the Maximum Aggregate Contribution	GBP 5,000
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Any one Occurrence for all other Named Insured's contributing towards the Maximum Aggregate Contribution	GBP 10,000
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Maximum Aggregate Contribution applicable to this Section	GBP 200,000
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**Professional Indemnity Section**

Any one Claim	GBP 5,000
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**Retroactive Date:**

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**Broker**

Gallagher  
12 Museum Street  
Ipswich  
Suffolk  
IP1 1HT

## **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 Definitions are stated in the Section wordings.

### **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 in respect of operations of the Named Insured conducted at or from premises in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man 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.

### **Claim(s)** means

a written demand to the Named Insured by a person or organisation for compensation damages money or services in respect of any matter which may be the subject of indemnity under this Policy and shall include the notification to the Named Insured in writing of any circumstance which may be the subject of indemnity under this Policy.

**Electronic Data** means

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

**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.

**Insured** means

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

**Maximum Aggregate Contribution** means

the maximum amount to be borne by the Insured during any Period of Insurance in respect of those Excesses to which it is specified in the Policy Schedule that the Maximum Aggregate Contribution for the relevant Section applies.

**Maximum Overall Limit of Indemnity** means

the sum of all compensation payable under this Policy in respect of any one Occurrence.

**North America** means

the United States of America its territories and possessions Puerto Rico and Canada

**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.

**Pollution and Contamination** means

- a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b. any Occurrence directly or indirectly caused by or arising out of such pollution or contamination.

**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

**Products** means

any goods or other property sold supplied delivered installed erected repaired altered treated or tested by the Named Insured in connection with the Business and not in the Insured's charge or control.

**Property Damage** means

physical loss of or physical damage to material property other than Electronic Data

## **PUBLIC AND PRODUCTS LIABILITY SECTION**

### **DEFINITIONS APPLICABLE ONLY TO THIS PUBLIC AND PRODUCTS LIABILITY SECTION**

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

Additional definitions are stated elsewhere in General Definitions Applying to This Policy.

**Excess** means

the first part of all

- a. compensation and claimant costs and expenses
- b. Other Costs and Expenses
- c. Legal Defence Costs
- d. Court Attendance Compensation

payable in respect of each and every Occurrence to be borne by the Insured before the Company shall be liable to make any payment.

**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
  - i. at any coroner's inquest or fatal accident inquiry in respect of death
  - ii. at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or Property Damage

which may be the subject of indemnity under this Section.

**Personal Injury** means

- a. bodily injury death disease illness mental injury nervous shock
- b. invasion of the right of privacy wrongful arrest false imprisonment wrongful eviction or malicious prosecution

**Territorial Limits** means

anywhere in the world in respect of operations of the Insured conducted at or from premises in Croatia, Germany, Ireland, Netherlands and Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.



**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 PUBLIC AND PRODUCTS LIABILITY SECTION**

### **Public and Products Liability**

The Company will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of accidental

- a. Personal Injury
- b. Property Damage
- c. nuisance trespass to land or interference with any easement right of air light water or way

occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

### **Other Costs and Expenses**

In addition the Company will pay Other Costs and Expenses.

**LIMITS OF INDEMNITY APPLYING TO THIS PUBLIC AND PRODUCTS LIABILITY  
SECTION**

**The Company's Liability**

The Company's liability for all compensation payable in respect of

- a. any one Occurrence
- b. all Personal Injury and Property Damage occurring during any one Period of Insurance and caused by or arising from Products
- c. all Pollution and Contamination which is deemed to have occurred in any one Period of Insurance

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

**North American Costs**

In respect of all

- a. claims made against the Insured in North America
- b. suits brought against the Insured before any Court arbitrator or tribunal in North America

the Limit of Indemnity shall be inclusive of the amount of all compensation claimants costs and expenses and Other Costs and Expenses

**Aggregation of Limits**

The Company's liability to the Insured 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 PUBLIC AND PRODUCTS LIABILITY SECTION**

### **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 Section the Company will pay the following amount to the Named Insured for each day that attendance is required:

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

### **Data Protection**

The Company will indemnify the Named Insured and at the request of the Named Insured any partner director or Employee of the Named Insured against all sums which the Named Insured or any partner director or Employee of the Named Insured become(s) legally liable to pay as compensation for damage or distress resulting from failure of the Named Insured to comply with data protection legislation and caused in connection with the Business during the Period of Insurance

Provided that the Named Insured is:

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

The Company's liability for all compensation claimants' costs and expenses and Other Costs and Expenses under this Extension in respect of all claims occurring during any one Period of Insurance shall not exceed GBP 500,000.

The Company will not pay for

- a. any damage or distress caused by any deliberate act or omission by the insured the result of which could reasonably have been expected by the insured having regard to the nature and circumstances of such act or omission
- b. any damage or distress caused by any act of fraud or dishonesty
- c. the costs and expenses of rectifying rewriting or erasing data
- d. liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- e. the payment of fines or penalties
- f. compensation ordered or awarded by a Court of Criminal Jurisdiction
- g. liability arising outside Great Britain Northern Ireland, The Isle of Man and the Channel Islands
- h. liability for damage or distress sustained by any Employee

### **Defective Premises Act**

The Company will indemnify the Named Insured in the terms of this Section in respect of legal liability incurred under section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 for Personal Injury or Property Damage.

Provided that the indemnity:

- i. is in respect of premises in Great Britain or Northern Ireland.
- ii. will not apply where indemnity is provided by any other insurance.
- iii. will not apply to costs of remedying any defect or alleged defect in premises disposed of by the Named Insured

### **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

### **Joint Insured - cross liabilities**

If more than one party is named as the Insured this Policy shall apply as though each was insured separately, provided that the Company's liabilities to all parties indemnified shall not exceed in the aggregate the Limit of Indemnity shown in the Policy Schedule.

### **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 Personal Injury or Property Damage
- 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 and any amending and / or subsequent legislation
  - B. the Health and Safety at Work etc. Act 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

- C. Part II of the Consumer Protection Act 1987
- D. Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 or Article(s) 6, 7, 13 and/or 14 of the Food Safety (Northern Ireland) Order 1991

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

Provided that

- i. the Company shall not be liable for costs and expenses arising in connection with proceedings which relate solely to the health safety welfare or death 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 be entitled (but not required) to assume 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. any costs expenses or reimbursements arising in connection with any order made under sections 16,17 or 35 of the Consumer Protection Act 1987.
  - B. costs or expenses insured by any other policy
  - C. costs of investigation or enquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this Extension applies
  - D. proceedings brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man
  - E. any remedial or publicity orders made under the Corporate Manslaughter and Corporate Homicide Act 2007
  - F. compensation ordered or awarded by a court of criminal jurisdiction
  - G. 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

### **Motor Contingent Liability**

The Vehicles and Craft Exclusion, paragraph a.i. shall not apply to liability arising out of the use in connection with the Business of any vehicle not owned provided or being driven by the Named Insured but this Section shall not apply to any such liability

- a. in respect of loss of or damage to the said vehicle
- b. arising out of any such use in any country outside the European Union
- c. incurred by any party other than the Named Insured and Extension Indemnities to Additional Insureds shall not apply thereto.

for the purpose of this Extension Exclusion Injury to Employees shall not apply

### **Overseas Personal Cover**

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of

- a. any partner director or Employee of the Named Insured
- b. any spouse or child accompanying such partner director or Employee of the Named Insured

in the course of any journey or temporary visit outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man made in connection with the Business.

### **Tour Operators Liability**

Notwithstanding the Vehicles and Craft Exclusion the Company will indemnify the Insured and if the Insured so requests any partner director or Employee of the Insured in the terms of this Policy in respect of

- a. Personal Injury
- b. Property Damage

attaching by virtue of the negligence and/or non-performance of any sub-contractor supplier or agent in accordance with EC Directive 90/314/EEC Article 5 The Package Travel Regulations – 1992 and any subsequent legislation enacting the same in the United Kingdom or any equivalent legislation in the European Community

This cover satisfies the ABTA Tour Operators Code of Conduct Clauses 2.8 (i) and (ii) dated April 1993 insofar as applicable

## **EXCLUSIONS APPLYING TO THIS PUBLIC AND PRODUCTS LIABILITY SECTION**

### **Advice and Design**

This Section does not cover legal liability consequent upon advice design specification inspection certification or testing provided or performed for a fee by or on behalf of the Insured and not connected with the supply or intended supply of the Insured's Products

### **Asbestos**

This Section does not cover any liability directly or indirectly caused by or arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or material or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability

Provided that

- a. in respect of liability for Property Damage, only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing
- b. in respect of liability for Personal Injury, only that part of any such Injury which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

proviso a. and b. shall not apply to, and no indemnity shall be provided for, any claim made or suit brought against the Insured before any court arbitrator or tribunal in North America resulting from asbestos in any form

### **Contract Works and JCT Clause 6.5.1**

This Section does not cover liability

- a. in respect of Property Damage to, or nuisance trespass to land or interference with any easement, right of air light water or way occurring in connection with, any property or premises comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured or
- b. against which the Insured or a Principal is required to effect insurance under the terms of Clause 6.5.1 of the J.C.T. Conditions of Contract, 2005 clauses 18.2 to 18.3 of the FIDIC Conditions of Contract 1999 or of any other contract condition requiring insurance of a like kind.

### **Damage to goods supplied etc.**

This Section does not cover liability in respect of

- a. loss of or damage to any goods or other property, sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured
- b. all costs of or arising from the need for making good removal repair rectification replacement or recall of
  - i. any such goods or property
  - ii. any defective work executed by or on behalf of the Insured.



Provided that paragraph a. and b.i. above shall not apply to liability in respect of loss of or damage to the said goods or property if such loss or damage is caused by or arises from

1. any alteration repair or servicing work executed
2. any other goods or property sold supplied delivered installed or erected

by the Insured under a separate contract.

#### **Excess Clause**

This Section does not cover the amount of the Excess specified in the Policy Schedule

#### **Exclusion of known exports to North America**

This Section shall not apply to liability in respect of Injury, loss or damage caused by or arising out of any goods or other property exported by or with the knowledge of the Insured to North America.

#### **Injury to Employees**

This Section does not cover liability in respect of Personal Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured

#### **Offshore Operations**

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

#### **Penalties Liquidated and Punitive damages**

This Section does not cover any liability in respect of

- a. fines penalties or liquidated damages
- b. punitive exemplary or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages
- c. compensation ordered or awarded by any Court of Criminal Jurisdiction

#### **Pollution**

This Section does not cover any liability in respect of

- a. Pollution and Contamination occurring in North America
- b. Pollution and Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

#### **Products**

In respect of Personal Injury or Property Damage caused by or arising from Products this Section shall not apply to:

- a. any liability which attaches to the Insured solely under the terms of an agreement other than
  - i. under any warranty of goods implied by law

- ii. under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Personal Injury or loss of or damage to material property caused by Products entrusted to such carrier for transit by road rail or waterway.
- b. any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft

#### **Property in Insured's charge or control**

This Section does not cover any liability in respect of loss of or damage to any property belonging to or in the charge or control of the Insured other than

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

#### **Radioactive Contamination**

This Section does not cover liability in respect of

- a. loss 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 Personal 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 nuclear component thereof

#### **Terrorism**

This Section does not cover any liability caused by or arising from Terrorism.

#### **Vehicles and craft**

This Section does not cover any liability arising out of the ownership possession or use by or on behalf of the Insured of

- a. any mechanically propelled vehicle or trailer attached thereto
  - i. whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation excepting liability arising out of the operation (as a tool) of any mechanical plant

- ii. if such liability is insured by any other policy as required by any road traffic legislation to be subject of compulsory insurance or other security
- b. any vessel or craft designed to travel in on or through water air or space other than barges motor launches and non-powered craft not exceeding 10 metres in length used on inland or territorial waters.

### **War**

This Section does not cover liability in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

## **PROFESSIONAL INDEMNITY SECTION**

### **DEFINITIONS APPLICABLE ONLY TO THIS PROFESSIONAL INDEMNITY SECTION**

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

Additional definitions are stated elsewhere in the General Definitions Applying to This Policy.

**Agent** means

any person or firm including sub-consultants directly appointed by the Insured or the Predecessors to act on their behalf

**Excess** means

the first part of all

- a. compensation and claimant costs and expenses
- b. Other Costs and Expenses
- c. Legal Defence Costs
- d. Court Attendance Compensation

payable in respect of each and every Claim to be borne by the Named Insured before the Company shall be liable to make any payment.

**Financial Loss** means:

Any pecuniary loss cost or expense incurred by any person other than the Named Insured or a director or Employee of the Named Insured

**Intellectual Property Rights** means

Any patent trade mark copyright registered design technical or commercial information or other intellectual property

**Internet Liability** means

Any liability in respect of corruption, theft or destruction of

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

including but not limited to such corruption, theft or destruction caused by:

- a. Any breach of the security of any computer system used by the Named Insured due to unauthorised access to, use of, tampering with or the malicious introduction of code into such systems
- b. Transmission of any computer virus to any third party

**Other Costs and Expenses** means

reasonable costs and expenses incurred by the Company or with its written consent in connection with the defence of any claim which may be the subject of indemnity under this Section.

**Predecessors** means

any person practice or other firm to which the Named Insured has succeeded

**Territorial Limits** means

anywhere in the world

**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.

**Wrongful Act** means

neglect error or omission occurring or committed in good faith in the performance of the Business by

- a. the Named Insured
- b. any Employee
- c. any Agent
- d. any other person, firm or company acting jointly with the Named Insured

and not occurring or committed in connection with the manufacture construction erection or installation of Products or the supply of materials or equipment

## **COVERS PROVIDED BY THIS PROFESSIONAL INDEMNITY SECTION**

### **Professional Indemnity**

The Company will indemnify the Named Insured against legal liability to pay compensation and claimant's costs and expenses

- a. in respect of all Claims sustained within the Territorial Limits and incurred in connection with the Business

and

- b. for which such Claim is first made against the Named Insured during the Period of Insurance

and

- c. notified to the Company during or within thirty days after expiry of the same Period of Insurance

for

any breach of professional duty by reason of any Wrongful Act in the performance of the Business.

### **Other Costs and Expenses**

In addition the Company will pay Other Costs and Expenses

### **Claims Series Clause**

All claims attributable to the same act, error or omission or series of acts, errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim.

## **LIMITS OF INDEMNITY APPLYING TO THIS PROFESSIONAL INDEMNITY SECTION**

### **The Company's liability**

The Company's liability for all compensation payable in respect of all Claims made during any one Period of Insurance shall not exceed the Limit of Indemnity shown in the Schedule and shall be inclusive of the amount of all compensation claimants costs and expenses and Other Costs and Expenses

### **Aggregation of Limits**

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

### **Claims Series Clause**

All Claims which are attributable directly or indirectly or allegedly to

- a. one and the same Wrongful Act
- b. a series of Wrongful Acts arising out of the same source or original cause

shall be added together and treated as one Claim. All such Claims shall be deemed to have occurred on the day the first Claim is made.

The Company's liability for all compensation arising out of such claim or series of claims shall not exceed the Limit of Indemnity shown in the 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 PROFESSIONAL INDEMNITY SECTION**

### **Compensation for court attendance**

In the event of the legal advisers acting on behalf of the Named Insured with the consent of the Company requiring any of the Named Insured to attend court as a witness in connection with a claim made against the Named Insured and notified under this insurance the Company will provide compensation at the following rates of each day on which attendance is required.

- a. any principal partner or director of the Insured GBP 500
- b. any Employee GBP 250

### **Indemnities to other parties**

If the Named Insured so requests the Company will indemnify 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 Section if the claim had been made against the Named Insured as though each such party was individually named as the Named Insured in this Section

Provided that each such party shall observe fulfil and be subject to the terms and conditions of this Section insofar as they can apply



## **EXCLUSIONS APPLYING TO THIS PROFESSIONAL INDEMNITY SECTION**

### **Anti-trust laws**

This Section does not cover any liability arising out of any breach or alleged breach of anti-trust laws or competition laws or regulations

### **Asbestos**

This Section does not cover any liability directly or indirectly caused by or arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or material or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability

Provided that

- a. in respect of liability for Property Damage, only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing
- b. in respect of liability for Personal Injury, only that part of any such Injury which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

proviso a. and b. shall not apply to, and no indemnity shall be provided for, any claim made or suit brought against the Insured before any court arbitrator or tribunal in North America resulting from asbestos in any form

### **Delays Non-performance and Financial Default**

This Section does not cover any liability arising out of or in connection with:

- i. the failure or inability of any Product to perform the intended function or serve the purpose intended
- ii. non completion delay strikes labour disputes financial default or insolvency

### **Directors or Officers**

This Section does not cover any liability in respect of any actual or potential claim made or regulatory or administrative proceedings brought against any natural person in their capacity as a director or officer of any Insured.

### **Employment Practices Liability**

This Section does not cover any claim

- i. made by any Employee arising out of employment in the business
- or
- ii. for any employment-related practices policies acts or omissions
- or
- iii. for a refusal to employ any person or the termination of any person's employment

### **ERISA and Pension Trustees Liability**

This Policy does not cover any liability arising out of or attributable to:

- a. Employee Retirement Income Security Act of 1974
- b. The activities of any Pension Fund provided or managed by the Insured and Extension 2 of this Section shall exclude indemnity to any Trustee of any Pension Fund in their capacity as such

### **Excess Clause**

This Section does not cover the amount of the Excess specified in the Policy Schedule

### **Fraud and dishonesty**

This Section does not cover liability arising out of any act of fraud or dishonesty by the Insured or any partner or director of the Insured

### **Injury and Damage**

This Section does not cover liability in respect of any

- a. Personal Injury mental anguish discrimination or humiliation
- b. Property Damage
- c. nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way
- d. libel slander or defamation of character

unless such liability arises out of advice design specification inspection certification or testing provided or performed solely for a fee and not connected with the supply or intended supply of the Insured's Products materials or equipment

### **Intellectual Property Rights**

This Section does not cover liability in respect of any infringement of Intellectual Property Rights

### **Inter company actions**

This Section does not cover any liability toward any entity

- a. which is owned or controlled by the Insured or in which the Insured owns a shareholding greater than 10%
- b. which owns or controls the Insured
- c. which is affiliated with the Insured through common ownership

### **Internet Liabilities**

This Section does not cover any Internet Liability

### **Manufacture and Supply**

This Section does not cover any liability arising from the provision of advice, design or specification where the Insured contracts to

- a. manufacture, construct, erect or install any Product

or

- b. supply materials or equipment

### **Non-performance**

any claim due or alleged to be due to non-performance of any contractual obligation to a third party unless such non-performance is due to a Wrongful Act

### **Penalties Liquidated and Punitive damages**

This Section does not cover any liability in respect of

- a. fines penalties or liquidated damages
- b. punitive exemplary or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages
- c. compensation ordered or awarded by any Court of Criminal Jurisdiction

### **Pollution and Contamination**

This Section does not cover any liability in respect of Pollution or Contamination of any kind.

### **Racketeering in North America**

This Section does not provide an indemnity in respect of any liability arising out of or attributable to any actual violation of the Racketeer Influenced and Corrupt Organisations Act 18 USC Sections 1961 et seq. and any amendments thereto or any rules or regulations promulgated thereunder.

### **Radioactive Contamination**

This Section does not cover liability in respect of

- a. loss 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 Personal 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 nuclear component thereof

**Retroactive Date**

This Section does not cover liability arising out of any cause occurring before the Retroactive Date specified in the Policy Schedule

**Statutory and Regulatory Authorities**

This Section does not cover any liability

- a. toward any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties
- b. arising from the obligations imposed on the Insured by any statutory or regulatory body

**Terrorism**

This Section does not cover any liability caused by or arising from Terrorism.

**War**

This Section does not cover liability in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

## **GENERAL CONDITIONS TO THIS POLICY**

Additional conditions are stated in the Section wordings.

### **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 a 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 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.

### **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 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.

### **Choice of Law and Jurisdiction**

In the event that the Arbitration provisions in this Policy shall be held to be invalid in whole or in part all disputes arising under out of or in connection with or in relation to this Policy shall be subject to the exclusive jurisdiction of the Courts of England and Wales and the law applicable to the construction and interpretation of the Policy and governing all such disputes shall in any event be the law of England and Wales

### **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.

### **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.

#### **Maximum Overall Aggregate Contribution**

The maximum amount to be borne by, or reimbursed by, the Insured during any Period of Insurance under all Sections of this Policy shall not exceed the Maximum Overall Aggregate Contribution specified in the Policy Schedule

#### **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 agreed the construction interpretation and meaning of the provisions of this Policy shall be determined in accordance with the Law of England
- 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 Named Insured shall take all reasonable precautions to prevent or cease any activity which may give rise to a liability 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 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.

### **Sanctions**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This policy does also not provide any insurance coverage or other benefits, if and to the extent, there is no insurance coverage in the master policy or reinsurance contract, subject to any applicable sanction laws.



### **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 premium due under this Policy has not been so paid to the Company by the 60th day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due) the Company shall have the right to cancel this Policy by notifying the Insured in writing direct or via the broker or agent as appropriate. 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.

It is agreed that the Company shall give not less than 7 days prior notice of cancellation to the Insured via the broker or agent or direct. If premium due is paid in full to the Company before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate and be of no effect at the end of the notice period.

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.

## **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.