

Combined Liability Insurance

General Conditions/Claims Conditions

- 1 Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.
- 2 The Insured at his own expense shall:
 - (a) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this insurance and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition.
 - (b) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- 3 Insured shall give to the Company immediate written notice with full particulars of any claim or circumstances which may give rise to a claim (regardless of the Insured's Contribution).
Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company immediately on receipt.
Written notice shall also be given by the Insured to the Company immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this insurance
No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute any claim in the name of the insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
The Insured shall give all such assistance as the Company may require.
- 4 If at the time of any claim there is or but for the existence of this insurance there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other Insurance had this policy not been effected.
- 5 Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

Combined Liability Insurance Definitions

- 1 Person Entitled to Indemnity shall mean:
 - (a) the Insured.
 - (b) each member of the Club each of whom shall separately be deemed to be the Insured.
 - (c) at the request of the Insured.
 - (i) any principal for whom the Insured is carrying out work in connection with the Club's business.
 - (ii) any director of the Insured.
 - (iii) any Person Employed against legal liability in respect of which the Insured would have been entitled to indemnity under this insurance if the claim had been made against the Insured.
 - (iv) the officers committees and members of the insured's canteen sports and welfare organisations and first aid fire and ambulance services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided each of whom shall as though the insured be subject to the terms of this insurance as far as they can apply.
- 2 Employee shall mean any individual under a contract of service or apprenticeship with the Insured.
- 3 Person employed shall mean any:
 - (a) Employee.
 - (b) labour master and individuals supplied by him.
 - (c) individual employed by labour only sub-contractors.
 - (d) self-employed individual (not being in partnership with the insured).
 - (e) individual hired to or borrowed by the Insured.
 - (f) individual undertaking study or work experience.
 - (g) Authorised voluntary worker.
- 4 Injury shall mean:
Section 1 - Employers Liability
 - bodily injury death disease or illness.Sections 2 3 and 4 - Public / Products Liability and Legal Defence Costs
 - bodily injury mental injury death disease illness wrongful arrest or false imprisonment.
- 5 Property shall mean material property but shall not include Data.
- 6 Data shall mean information represented or stored electronically including but not limited to Code or series of instructions operating systems software programmes and firmware.
- 7 Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.
- 8 Asbestos Dust shall mean fibres or particles of Asbestos.
- 9 Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust.
- 10 Business shall mean that which is specified in the Certificate and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include:
 - (a) ownership repair and maintenance of the Insured's own property.
 - (b) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed.

} while under the direct control and supervision of the Insured

- (c) fire and security services maintained solely for the protection of premises owned or occupied by the Insured.
- (d) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured.

but in respect of Section 1 shall not include any work Offshore.

- 11 Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.
- 12 Insured's Contribution shall mean the amount or amounts specified in the Certificate or elsewhere in this Policy which the Insured agrees to pay.
- 13 Abuse shall mean:
 - (a) acts of hurting or injuring mentally or physically by maltreatment or ill-use.
 - (b) acts of forcing sexual activity rape or molestation or
 - (c) repeated or continuing contemptuous coarse or insulting words or behaviours.
- 14 Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property.
- 15 Authorised voluntary worker shall mean any individual undertaking work on behalf of the Insured which involves spending time unpaid (except for travelling and other approved out of pocket expenses) undertaking such work in connection with the business.

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

Section 1 Employers' Liability

The Company will provide indemnity to any Person Entitled to Indemnity.

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance:
 - (a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man, or
 - (b) while temporarily outside these territoriesarising out of and in the course of employment by the Insured in the Business.
- 2 against legal liability for claimant's costs and expenses in connection with 1 above.
- 3 in respect of:
 - (a) costs of legal representation at:
 - (i) any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this Section.
 - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity under this Section.
 - (b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred with the Company's written consent.

Provided that in respect of any one Event:

- 1 the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity.
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof.

Exclusions to Section 1

The indemnity will not apply to legal liability

- 1 of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (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 thereofwhere such legal liability is:
 - (a) that of any principal.
 - (b) accepted under agreement and would not have attached in the absence of such agreement.
- 2 in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Community.

Extensions to Section 1 (each of which is subject otherwise to the terms of this Policy)

- 1 Unsatisfied Court Judgements
 - In the event of a judgement for damages being obtained:
 - (a) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business
 - (b) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in the territories specified in B) above and
 - (c) remaining unsatisfied in whole or in part six months after the date of such judgementat the request of the Insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied
 - Provided that:
 - (a) there is no appeal outstanding
 - (b) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company
- 2 Compensation for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- (a) any director or partner of the Insured £500.
- (b) any Employee £250.

Section 2 Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 Up to the Limit of Indemnity against legal liability for damages in respect of accidental:
 - (a) injury (means bodily injury mental injury death disease illness wrongful arrest or false imprisonment) of any person
 - (b) loss of or damage to Property happening during any Period of Insurance in connection with the Business.
 - (c) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission happening during any Period of Insurance in connection with the Business.
- 2 against legal liability for claimant's costs and expenses in connection with 1 above.
- 3 in respect of:
 - (a) costs of legal representation at:
 - (i) any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this Section.
 - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above which may be the subject of indemnity under this Section.
 - (b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred with the Company's written consent.

Provided that in respect of:

- (a) any one Event (meaning one occurrence or all occurrences or a series consequent on or attributable to one source or original cause).
- (b) all events happening during any Period of Insurance in respect of products supplied.
- (c) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere.

the following shall apply:

- (i) the total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity.
- (ii) the Insured's Contribution (being the first £100 of each and every claim in respect of damages and claimant's costs or any greater amount specified in the Certificate) shall be payable before the Company shall be liable to make any payment .
- (iii) the Company may at any time pay the limit of indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event 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 .
- (iv) where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity.

Exclusions to Section 2 Public/Products Liability

The indemnity will not apply to legal liability

- 1 arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any:
 - (a) mechanically propelled vehicle other than legal liability arising out of :
 - (i) the use of plant as a tool of trade on site
 - (ii) the use of plant at the premises of the Insured
 - (iii) the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance or security is required by law
 - (b) aircraft or other aerial device.
 - (c) aerospace device.
 - (d) hovercraft.
 - (e) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).
 - (f) bouncy castle.
- 2 for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business.
- 3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured or the individual members other than:
 - (a) Employees' effects.
 - (b) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability:
 - (i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement.
 - (ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.
- 4 (a) in respect of loss of or damage to any product supplied or contract work executed by the insured caused by any defect therein or the unsuitability thereof for its intended purpose.

- (b) for the costs of recall removal repair alteration replacement or reinstatement of any product supplied or contract work executed by the insured necessitated by any defect therein or the unsuitability thereof for its intended purpose.
- 5 assumed by the Insured under agreement in connection with any product supplied unless such liability would have attached in
- (a) the absence of such agreement.
- 6 arising from or in connection with advice design or specification provided for a fee.
- 7 for the costs of remedying:
- (a) any defect or alleged defect in premises disposed of by the insured.
- (b) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials in premises disposed of by the insured.
- 8 of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustions of nuclear fuel.
- (b) the radioactive toxic explosive or other hazardous properties of an explosive nuclear assembly or nuclear component thereof.
- 9 arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
- 10 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance. Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place.
- 11 for:
- (a) fines or penalties.
- (b) compensation ordered or awarded by a Court of Criminal Jurisdiction.
- (c) aggravated exemplary or punitive damages awarded by any Court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man.
- 12 for:
- (a) mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.
- (b) the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.
- 13 arising from or in connection with bonfire night firework or pyrotechnic displays or the burning of debris at public events howsoever caused.
- 14 arising from Abuse.
- 15 arising out of bodily injury or death disease or illness of any player or match official caused or in any way contributed to by any player whilst taking part in any match or any training or coaching session.

Section 3 – Legal Defence Costs

The Company will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured up to the Limit of Indemnity in respect of:

- (a) legal costs and other expenses incurred with the Company's written consent
- (b) costs awarded against the Insured or any director partner or Person Employed

In connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts A and B below

Part A

In respect of a breach of:

- 1 The Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured

Part B

In respect of a breach of:

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured.
- 2 Part II of the Consumer Protection Act 1987

Provided that in respect of Part A and B

- 1 the indemnity will not apply:-
- (a) to fines or penalties of any kind
- (b) to compensation ordered or awarded by a Court of Criminal Jurisdiction
- (c) where Injury of any person or loss of or damage to Property has occurred
- (d) where indemnity is provided by any other insurance
- (e) to 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 specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section
- 2 the indemnity will apply only where shown in the Schedule

- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment. The Company will then relinquish control of such claims and be under no further liability in respect thereof.
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

Special Provision

The Company shall pass notification to a third party service provider approved by the company which shall thereafter administer claims settlement on the Company's behalf

Claims Procedure

In the event of a claim under this Insurance, then notice must be given as soon as possible to:

Customer Services Manager
Sagicor Underwriting Ltd
1 Great Tower Street
London
EC3R 5AA

Complaints Procedure:

Customer Services Manager
Sagicor Underwriting Ltd
1 Great Tower Street
London
EC3R 5AA

If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department at Lloyd's:

Their address is

Complaints Department
Lloyd's
One Lime Street
London
EC3M 7HA

Tel No: 020 7327 5693
Fax No: 020 7327 5225
Email: Complaints@Lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service.

Further details will be provided at the appropriate stage of the complaints process.