

# Public and Product Liability Insurance Policy

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning is attached in any of them shall bear such meaning throughout

XL Insurance Company SE (herein called the Insurer) will subject to the terms of this Policy indemnify

- |  |  |
|--|--|
| <b>Personal Representatives</b>                        | <ol style="list-style-type: none"> <li>1. the Insured</li> <li>2. the personal representatives of the Insured in respect of legal liability incurred by the Insured</li> <li>3. at the request of the Insured and in respect of legal liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured               <ol style="list-style-type: none"> <li>(a) any principal</li> <li>(b) any director or partner of the Insured or <b>Employee</b></li> <li>(c) any officer member or <b>Employee</b> of the Insured's canteen social sports and welfare organisations or ambulance fire security and first aid services in their respective capacities as such</li> </ol> </li> </ol> |
| <b>Indemnity To Principals</b>                         |  |
| <b>Indemnity To Directors Partners &amp; Employees</b> |  |

each of whom shall as though the Insured be subject to the terms of this Policy in so far as they can apply

**Disputes Clause**

Any dispute concerning the interpretation of the terms conditions limitations and/or exclusions contained herein is understood and agreed by both the Insured and the Insurer to be subject to English Law

Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court



Initialled

Date 20<sup>th</sup> September 2018

Signed for and on behalf of the Insurer

## Insurance Act 2015

Other than those terms listed below, which are listed for the purposes of the transparency requirements in section 17 of the Insurance Act 2015, no term of this Policy is intended to limit or affect the statutory rights or obligations of any of the parties to this Policy under, and/or the effect of, Parts 2, 3, 4, or 5 of the Insurance Act 2015 (the “2015 Act”)

### List of contracted-out terms:

Schedule 1, Part 1, Paragraph 6 of the 2015 Act (replaced by Condition 1, ‘Breach of the Duty of Fair Presentation’, Conditions)

Schedule 1, Part 1, Paragraph 11 of the 2015 Act (replaced by Condition 1, ‘Breach of the Duty of Fair Presentation’, Conditions)

Condition 1 of Conditions replaces the remedies set out in the 2015 Act, Schedule 1, Part 1, Paragraphs 6 and 11, which will not apply to this insurance contract:

- a) Under the 2015 Act Schedule 1, Part 1, Paragraphs 6 and 11, if additional premium would have been charged by the insurer, had the insured made a fair presentation, then the insurer may reduce any claim paid in proportion to the amount of premium that would have been charged (“the Proportionate Reduction of Claims”).
- b) The effect of Condition 1 is that, in place of the Proportionate Reduction of Claims, the insurer may charge the additional premium that would have been charged if the insured had made a fair presentation. In certain circumstances, it is possible that the additional premium charged may be more than the amount of any reduction in a claim or claims under the Proportionate Reduction of Claims.

## Definitions

1. **Business** includes the provision of catering social sports and welfare facilities for **Employees** ambulance fire security and first aid services and private work undertaken with the consent of the Insured by an **Employee** for a director or partner or **Employee** of the Insured
2. **Bodily Injury** includes death illness and disease
3. **Property** means physical **Property**
4. **Employee** means
  - (a) any person under a contract of service or apprenticeship with the Insured

- (b) any labour master or person supplied by him or any person supplied by a labour only sub-contractor
  - (c) any self employed person
  - (d) any person hired to or borrowed by the Insured
  - (e) any person under a work experience scheme working for the Insured in connection with the **Business**
5. **Product** shall mean any commodities or goods or any thing including packaging containers and labels sold supplied hired out constructed erected installed treated repaired serviced processed stored handled transported or disposed of by or on behalf of the Insured or any structure constructed erected or installed or contract work executed by or on behalf of the Insured in the course of the **Business** of the Insured
6. **Territorial Limits** shall mean
- (a) Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - (b) elsewhere in the world in respect of
    - (i) non manual work carried out during temporary visits by directors partners or **Employees** normally resident in the territories stated in (a) above
    - (ii) **Products** supplied from the territories stated in (a) above
7. **Event** shall mean any one or all occurrences of a series arising out of one original cause and shall include but not be restricted to several occurrences of **Bodily Injury** or loss of or damage to **Property** relating to the same fault in design manufacture instructions for use or labelling or attributable to supply of the same **Products** or **Products** showing the same defect or the same action or failure to act and shall be treated as one single occurrence irrespective of the number of injured parties actual claimants or eligible claimants
8. **Deductible** - the amount or amounts stated in the Schedule for which the Insured is responsible
9. **Pollutants** shall mean any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste
- Waste includes materials to be recycled reconditioned or reclaimed
10. **Financial Loss** shall mean a pecuniary loss cost or expense not arising out of **Bodily Injury** to any person or loss of or damage to **Property**

The Insurer will provide indemnity

1. up to the Limit of Indemnity against legal liability for compensation in respect of

- (a) accidental **Bodily Injury** to any person
- (b) accidental loss of or damage to **Property**
- (c) accidental obstruction nuisance or trespass

occurring during the Period of Insurance in the **Territorial Limits** and caused in connection with the **Business**

in respect of an **Event** all claims shall be deemed to have occurred at the point in time when the first of the claims notified to the Insurer occurred even if subsequent claims occur after the current Period of Insurance

provided that any Periods of Insurance subsequent to the date of occurrence as above shall exclude indemnity in respect of any claims arising out of such **Event**

2. against legal liability for claimants' costs and expenses in connection with 1 above

3. in respect of

- (a) the payment of solicitors fees for representation at any coroners inquest or fatal inquiry or 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 Policy
- (b) all other costs and expenses in relation to any matter which may form the subject for a claim under 1 above

incurred with the Insurer's written consent

The liability of the Insurer for all compensation payable by the Insured under this Policy to any claimant or number of claimants in respect of an **Event** shall not exceed the Limit of Indemnity

Where the Insurer is liable to indemnify more than one party the total amount of indemnity in respect of compensation shall not exceed the Limit of Indemnity

## Exceptions

The indemnity will not apply to legal liability

1. for **Bodily Injury** to any **Employee** arising out of and in the course of his employment or engagement by the Insured in the **Business**
2. arising 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 such vehicle as a tool of trade
    - (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 contract or where insurance or security is required by law
  - (b) craft designed to travel on or through water air or space other than watercraft up to 20 feet in length and pontoons which are not more specifically insured
  - (c) drilling platform rig or offshore installation
3. arising out of or in connection with advice design or specification given for a fee
4. (a) of whatsoever nature directly or indirectly caused by or contributed to by or arising out of
  - (i) seepage pollution or contamination actual alleged or threatened
  - (ii) any governmental direction or request that the Insured test for monitor clean up remove contain treat detoxify or neutralise **Pollutants**in the United States of America its territories and possessions Puerto Rico or Canada
- (b) of whatsoever nature directly or indirectly caused by or contributed to by or arising out of
  - (i) seepage pollution or contamination other than where such seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of this Insurance
  - (ii) the cost of removing nullifying or cleaning-up seeping polluting or contaminating substances other than where the seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of this Insuranceanywhere in the world other than the United States of America its territories and possessions Puerto Rico or Canada

- (c) for fines penalties punitive or exemplary damages awarded against the Insured or for any costs or interest associated with any such award arising directly or indirectly out of the discharge dispersal or escape of **Pollutants** anywhere in the world

The foregoing shall not extend the Policy to cover any liability which would not have been covered under the Policy had this not been included

5. in respect of loss of or damage to **Property** owned by or in the care custody or control of the Insured or any **Employee** other than
  - (a) **Employees** directors partners or visitors personal effects including vehicles and their contents
  - (b) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the **Business**
  - (c) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability attaches by virtue of agreement and would not have attached in the absence of the agreement
6. in respect of
  - (a) loss of or damage to any **Product**
  - (b) the costs of replacement reinstatement rectification repair recall of any **Product** caused by any defect therein or the unsuitability thereof for its intended purpose
7. assumed by the Insured under agreement in connection with any **Product** where such liability would not have attached in the absence of any agreement provided that this exception shall not apply to liability which attaches under any implied condition under any legislation or law in any territory regarding the sale or supply of goods or services
8. arising out of any **Product** which is incorporated in with the specific knowledge of the Insured or results in the grounding of any aircraft aero-spatial or aerial device
9. for punitive or exemplary damages awarded by any court in the United States of America its territories and possessions Puerto Rico or Canada or for any costs or interest associated with any such award
10. for **Financial Loss**
11. of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) Asbestos asbestos fibres asbestos dust any materials containing asbestos or any refractory ceramic fibres
  - (b) Dioxins or Furans
  - (c) Latex Gloves
  - (d) Polychlorinated Biphenyls (PCBs)
  - (e) any **Product** containing silicone which is in any form implanted or injected in the body
  - (f) tobacco or any tobacco **Products** (or ingredients thereof)

(g) Urea Formaldehyde Foam

Provided that this Exception shall not apply to actual or alleged **Bodily Injury** or damage to **Property** where such **Bodily Injury** or damage to **Property** is not related to the asbestos or refractory ceramic fibres or latex or silicone or tobacco content of buildings structures goods materials or **Products**

12. in respect of **Bodily Injury** to

- (a) any person arising out of any
  - (i) refusal to employ that person
  - (ii) termination of that person's employment
  - (iii) employment related practices policies acts or omissions such as coercion demotion evaluation reassignment discipline defamation harassment humiliation or discrimination directed at that person
- (b) the spouse child parent brother or sister of that person as a consequence of injury to that person at whom any of the employment related practices described above is directed

This exclusion applies

- (i) whether the Insured may be liable as an employer or in any other capacity
  - (ii) to any obligation to share damages with or repay someone else who must pay damages because of such **Bodily Injury**
13. arising out of 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
14. of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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

### 1. Cross Liabilities

If the Insured comprises more than one party the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of compensation shall not exceed the Limit of Indemnity

### 2. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Policy the Insurer 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 £250
- (b) any **E m p l o y e e** £ 1 0 0

### 3. Health and Safety at Work - Legal Defence Costs

The Insurer will provide indemnity to the Insured and if the Insured so requests any director or partner of the Insured or **Employee** in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation

Provided that

- (a) the proceedings relate to
  - (i) the health safety and welfare of any person other than an **Employee** and
  - (ii) an offence alleged to have been committed during the Period of Insurance and in the course of the Insured's **Business**
- (b) the indemnity will not apply
  - (i) to fines or penalties of any kind
  - (ii) where indemnity is provided by any other insurance
  - (iii) to proceedings consequent upon any deliberate act or omission



#### 4. **Consumer Protection Act - Legal Defence Costs**

The Insurer will provide indemnity to the Insured and if the Insured so requests any director or partner of the Insured or **Employee** in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or similar legislation

Provided that

- (a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Insured's **Business**
- (b) the indemnity will not apply
  - (i) to fines or penalties of any kind
  - (ii) where indemnity is provided by any other insurance
  - (iii) to proceedings consequent upon any deliberate act or omission by any party seeking indemnity

#### 5. **Contingent Motor (Non-owned Vehicles)**

Notwithstanding Exception 2 to this Policy the Insurer will indemnify the Insured and no other party or person in the terms of this Policy in respect of legal liability for **Bodily Injury** or loss of or damage to **Property** as defined arising out of the use of any motor vehicle not the property of nor provided by the Insured and being used in connection with the Business

The Insurer shall not be liable for

- (a) **Bodily Injury** or loss of or damage to **Property** arising while such vehicle is being driven by any person who to the knowledge of the Insured does not hold a licence to drive or is disqualified from holding or obtaining such a licence.
- (b) loss of or damage to any such vehicle or its contents

Provided that the Insured is not entitled to indemnity under any other Policy

#### 6. **Overseas Personal Liability**

The Insurer will provide indemnity to the Insured and if the Insured so requests any director or partner of the Insured or **Employee** or their spouse against legal liability incurred in a personal capacity while temporarily outside the normal country of residence in connection with the **Business**

The indemnity will not apply

- (a) to legal liability arising out of the ownership or occupation of land or buildings
- (b) where indemnity is provided by any other insurance

#### 7. **Defective Premises Act 1972**

Provided that the Insured is not entitled to indemnity under any other Policy the Insurer will subject to the terms of this Policy indemnify the Insured against legal liability incurred by him under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or similar legislation in respect of **Bodily Injury** or loss of or damage to **Property** occurring within a period of seven years from the cancellation or expiry of this Policy

#### 8. **Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs**

The Insurer will provide indemnity to the Insured and if the Insured so requests any director or partner of the Insured or **Employee** in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- (a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Insured's **Business** and result from an incident which is the subject of indemnity under this Policy
- (b) the indemnity will not apply
  - (i) to fines or penalties of any kind or any costs of prosecution awarded against the Insured
  - (ii) where indemnity is provided by any other insurance
  - (iii) to proceedings consequent upon any deliberate act or omission by any party seeking indemnity hereunder
  - (iv) to any amounts in excess of £1,000,000 any one breach and in total during any one Period of Insurance

## Memoranda (each of which is subject otherwise to the terms of this Policy)

### Memorandum A: USA/Canada Costs and Expenses

The Limits of Indemnity in respect of any action or suit brought in the United States of America its territories and possessions Puerto Rico or Canada are inclusive of all costs and expenses as stated in 2 and 3 of the operative clause of this Policy

### Memorandum B: Right of Third Parties

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 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 that Act

### Memorandum C: Trading Restrictions and Sanctions

The Insurer shall not be deemed to provide cover and shall not 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 the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

### Memorandum D: Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs

The Insurer will provide indemnity to the Insured and if the Insured so requests any director or partner of the Insured or **Employee** in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- (a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Insured's **Business** and result from an incident which is the subject of indemnity under this Policy
- (b) the indemnity will not apply
  - (ii) to fines or penalties of any kind or any costs of prosecution awarded against the Insured
  - (ii) where indemnity is provided by any other insurance

- (iii) to proceedings consequent upon any deliberate act or omission by any party seeking indemnity hereunder
- (v) to any amounts in excess of £1,000,000 any one breach and in total during any one Period of Insurance

#### **Memorandum E: Data Protection Act 1998**

The Insurer will indemnify the Insured in respect of damages and claimants' costs and expenses arising from any claim or claims under Section 13 of the Data Protection Act 1998 or any subsequent or amending legislation or any similar overseas legislation first made against the Insured in writing during the Period of Insurance

Provided always that

- (a) the Insured is registered in accordance with the Act
- (b) the indemnity will not apply
  - (i) to liability caused by or arising from any incident or circumstances known to the Insured at inception of this Policy and which could seriously and reasonably be expected to give rise to a claim
  - (ii) to any claim or claims made by or on behalf of any director partner or **Employee** of the Insured in connection with employment in the **Business**
  - (iii) to proceedings consequent upon any deliberate act or omission by or on behalf of the Insured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - (iv) to any fines or penalties of any kind
  - (v) where indemnity is provided by any other insurance
  - (vi) to the costs and expenses of rectifying re-writing or erasing data
  - (vii) to any data supplied for a fee by the Insured
  - (viii) to any amounts in excess of £50,000 during any one Period of Insurance

## Memorandum F: Food Safety Act 1990

The Insurer will provide indemnity to the Insured and if the Insured so requests any director or partner of the Insured or **Employee** in respect of

- (a) legal costs and expenses reasonably incurred with the Insurer's written consent
- (b) costs awarded against the Insured or any director or partner of the Insured or **Employee**

in connection with the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Food Safety Act 1990 or similar legislation anywhere in the world

The Insurer will also pay legal costs and expenses incurred with the Insurer's written consent in respect of appeals against prohibition notices

Provided that

- (i) the proceedings relate to
  - (A) the health safety and welfare of any person other than an **Employee**
  - (B) an offence alleged to have been committed during the Period of Insurance and in the course of the Insured's **Business**
- (ii) the indemnity will not apply
  - (A) to fines or penalties of any kind
  - (B) where indemnity is provided by any other insurance
  - (C) in respect of proceedings brought against a director or partner of the Insured or **Employee** which result from the deliberate or intentional criminal act of such person

## Memorandum G: Premium Payment Clause (LSW3001)

Notwithstanding any provision to the contrary within this Policy or any endorsement hereto in respect of non-payment of premium only the following clause will apply

The Insured undertakes that premium will be paid in full to the Insurer within 60 days of inception of this Policy (or in respect of instalment premiums when due)

If the premium due under this Policy has not been so paid to the Insurer by the 60th day from the inception of this Policy (and in respect of instalment premiums by the date they are due) the Insurer shall have the right to cancel this Policy by notifying the Insured via the broker in writing. In the event of cancellation premium is due to the Insurer on a pro rata basis for the period that the Insurer is on risk but the full policy premium shall be payable to the Insurer in the event of a loss or occurrence prior to the date of the termination which gives rise to a valid claim under this Policy

It is agreed that the Insurer shall give not less than 15 days prior notice of cancellation to the Insured via the broker If premium due is paid in full to the Insurer before the notice period expires notice of cancellation shall automatically be revoked If not the Policy shall automatically terminate at the end of the notice period

If any provision of this clause 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 clause which will remain in full force and effect

#### **Memorandum H: Contractual Liability**

The Insurer will provide indemnity in respect of legal liability assumed by the Insured under agreement and which would not have attached in the absence of any agreement

Provided that the indemnity will not apply to any liability arising

- (a) in respect of liquidated damages fines or any sum payable under any penalty clause
- (b) from loss of or damage to **Property** caused by any risk against which the Insured is required to effect insurance by the conditions of any contract
- (c) from the sole negligence of third parties
- (d) by virtue of waiver(s) of subrogation rights against third parties
- (e) by reason of **Bodily Injury** to any employee(s) of a third party

#### **Memorandum I: Libel And Slander**

The Insurer will indemnify the Insured in respect of legal liability to pay compensation and costs and expenses incurred with the Insurer's written consent for

1. libels contained in any Publication produced in the normal conduct of the Insured's **Business**
2. slanders in oral utterances made in the conduct of the Insured's **Business**
3. infringement of trade mark registered design copyright or patent rights arising from matter contained in any of the Insured's Publications
4. slander to title of goods

Provided that the Insurer shall not be liable in respect of

- a) the publication or utterance of a libel and slander

- i) made prior to the effective date of this Policy
  - ii) made at the direction of the Insured with the knowledge of the falsity thereof
  - iii) related to advertising broadcasting or telecasting activities conducted by or on behalf of the Insured
- b) withdrawal recall or replacement of Publications
- c) liability assumed by agreement which would not have arisen in the absence of such agreement

For the purpose of this Memorandum the term Publication shall include any notice agenda minutes or reports of meetings of the Insured and correspondence relating to the Insured's activities

#### **Memorandum J: Professional Indemnity**

This Memorandum will subject to the terms limitations and provisions herein contained indemnify the Insured in respect of their legal liability for compensation and claimants costs and expenses in respect of claims first made in writing against the Insured (or any other party entitled to indemnity under this Policy) or circumstances which can seriously and reasonably be expected to give rise to a claim under this Policy of which the Insured (or any other party entitled to indemnity under this Policy) is first aware during the Period of Insurance stated in the Schedule arising out of any act of neglect error or omission breach of contract guarantee or warranty in respect of **Professional Conduct** of the **Business** as herein defined or breach of warranty of authority

in respect of an **Event** all claims shall

- (a) be deemed to have been made at the point in time when the first of the claims was made in writing or when the Insured first became aware of circumstances likely to give rise to a claim
- (b) only be the subject of indemnity if they are first made against the Insured within sixty months of the first claim or notification of circumstances

Provided always that

- (1) this Memorandum shall apply only in respect of claims or circumstances notified to the Insurer during the currency of this Memorandum irrespective of when the neglect error or omission was or may have been committed or alleged to have been committed
- (2) this Memorandum shall additionally apply to the Insured's predecessors in business
- (3) the Insured shall bear the first £ Nil of each and every loss and shall reimburse the Insurer in respect of all claims payments (including costs and expenses) up to that amount

- (4) the Insured shall include any director or **Employee** of the Insured in respect of liability for which the Insured would have been entitled to claim under this Memorandum if the claim had been made against the Insured
- (5) the liability of the Insurer hereunder shall not exceed £10,000,000 in the aggregate for all claims (including costs and expenses) arising under this Memorandum in any one Period of Insurance
- (6) this Memorandum shall not apply in respect of liability arising out of any claim made against the Insured by any subsidiary associate or parent company

### **Jurisdiction/Geographical Clause**

It is understood and agreed that this insurance shall indemnify the Insured against

- (a) any claim arising in connection with contracts
- (b) any claim made against the Insured in any judicial court
- (c) any judgement related to the laws of any country  
anywhere in the world

### **Definition**

The **Professional Conduct** of the **Business** in respect of which cover is granted by this Memorandum shall mean the performance by the Insured of any

Guidance for, delivery and development of clay pigeon shooting and all other authorised activities including promotion of the sport, reviewing guidelines, rules and procedures, provision of training, coaching, instruction and activities to develop individual and team performance, refereeing, judging, acting as jury members, acting as safety officers, competitions, administrative and all other associated supporting activities

undertaken only by or under the direction and direct control of a qualified or authorised member of the Insured.

### **Additional Exceptions Applicable to Memorandum J**

This Memorandum shall not apply in respect of liability for

- (1) libel slander or defamation
- (2) any claim brought about or contributed to by the dishonest fraudulent criminal malicious or deliberate illegal act or omission of the Insured or of any person in the employment of the Insured



- (3) **Bodily Injury** to any **Employee** arising out of and in the course of his employment or engagement by the Insured in the Business
- (4) fines penalties or liquidated damages in respect of contracts undertaken by the Insured but this exclusion will not apply in respect of liability which would have attached to the Insured in the absence of any fines penalty or liquidated damages clause in any contract
- (5) any **Bodily Injury** or loss of or damage to **Property**
- (6) any negligence on the part of the Insured in connection with the effecting or maintenance of insurance and/or in connection with the provision of finance or advice on financial matters
- (7) any negligence on the part of the Insured in connection with the estimate of construction or manufacturing costs being exceeded
- (8) Passing Off or Infringement of Patent Copyright Design Trademark or Trade Name
- (9) the insolvency of the Insured
- (10) the cost of replacing documents which have been lost mislaid or destroyed to extent otherwise insured
- (11) circumstances where the Insured are entitled to indemnity under any other Insurance
- (12) faulty manufacture and/or the supervision thereof
- (13) the supervision by the Insured of their own or sub-contractor's work where such supervision is undertaken in their capacity as Building or Engineering Contractors
- (14) any express term which constitutes an express warranty or guarantee whereby the Insured assumes a liability which having regard to the circumstances of the contract and the law customs and the Professional standards of the country by whose laws the contract is governed is greater than that of which it would be reasonable for the Insured to accept in relation to the contract in question
- (15) any negligence on the part of the Insured arising out of or in connection with advice or assistance given for the design planning and introduction of data processing and automation systems
- (16) failure to observe agreed contract periods and to comply with agreed delivery times
- (17) losses incurred by licensees under licence agreements or other third parties under contract concerning the transfer of research results or formulae
- (18) the ownership use occupation or leasing of **Property** to or on behalf of the Insured
- (19) arising out of any breach of trust or breach of duty owed to shareholders investors partners of any other third party by any director or officer of the Insured
- (20) arising out of any **Event** happening prior to 1<sup>st</sup> September 2014 (or date of acquisition for any entities acquired by the Insured after that date) or for claims which arise out of circumstances 17

notified to previous Insurers or known to the Insured at inception of this Policy (or date of acquisition for any entities acquired by the Insured after that date)

#### **Additional Conditions Applicable to Memorandum J**

- (1) The Insured shall give immediate written notice to the Insurer after receiving information of any claim or loss or any occurrence for which there may be liability under this Memorandum Every letter claim writ summons and process shall be forwarded on receipt to the Insurer No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurer which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim
- (2) If during the Period of Insurance the Insured shall become aware of any occurrence which may subsequently give rise to a claim against the Insured by reason of any neglect error or omission and shall during the Period of Insurance give written notice to the Insurer of such occurrence then any such claim which may subsequently be made against the Insured arising out of that neglect error or omission provided that it is made within sixty months of the first claim or notification of circumstances shall for the purposes of this Memorandum be deemed to have been made during that Period of Insurance
- (3) The Insured shall give all such assistance as the Insurer may require but the Insured shall not be required to contest any legal proceedings unless a Queen's Counsel or similar authority (to be mutually agreed upon by the Insured and the Insurer) shall advise that such proceedings should be contested with the probability of success
- (4) In connection with any claims against the Insured the Insurer may at any time pay to the Insured the Limit of Indemnity stated herein (after deduction of any sums already paid during the Period of Insurance as damages) or any less amount for which such claims can be settled and thereupon the Insurer shall relinquish the control of such claims and be under no further liability in connection therewith except for costs and expenses for which the Insurer may be responsible in respect of matters prior to the date of such payment
- (5) If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Memorandum all benefit hereunder shall be forfeited
- (6) If at the time any claim arises under this Memorandum the Insured is or would but for the existence of this insurance be entitled to indemnity under any other policy or policies the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected
- (7) It is hereby agreed that if any payment is made under this insurance in respect of a claim the Insurer is thereupon subrogated to all the Insured's rights of recovery in relation thereto. However the Insurer shall not exercise any such rights against any **Employee** of the Insured unless the claim has been brought about or contributed to by the dishonest fraudulent criminal or malicious act or omission of the **Employee**
- (8) This insurance will not apply to claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of the insurance provided by this Memorandum

## **Additional Extensions Applicable to Memorandum J**

### **1. Cost And Expenses Of Mitigation Of Loss**

The Insurer will subject to the terms exclusions and conditions of this Memorandum indemnify the Insured against costs and expenses necessarily incurred in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a claim under this Memorandum. The onus of proving a claim under this extension shall be upon the Insured who will be obliged to give prior written notice to the Insurer during the Period of Insurance of the intention to take action that will incur such loss.

### **2. Specialist Designers Consultants and Sub-Contractors**

The Insurer will subject to the terms exclusions and conditions and of this Memorandum indemnify the Insured in respect of liability arising out of any act of negligence by specialist designers consultants or sub-contractors of the Insured and engaged in the performance of the **Professional Conduct** of the **Business** defined herein provided that the rights of recourse against such specialist designers consultants or sub-contractors are not waived or otherwise impaired.

### **3. Joint Venture and/or Consortium Clause**

Coverage under this Memorandum is extended to indemnify the Insured at their request in respect of any liability for work undertaken by any firm company or individual with whom the Insured is operating jointly and any joint venture and/or consortium which includes the Insured.

### **4. Innocent Non-Disclosure Extension**

The Insurer will not exercise their rights to avoid this Insurance where it is alleged that there has been non-disclosure or mis-representation of facts or untrue statements in the proposal form or in any other information which may have been supplied to the Insurer provided always that the Insured shall establish to the Insurer's satisfaction that such alleged non-disclosure mis-representation or untrue statement was free of any fraudulent conduct or intent to deceive.

However

- (a) In any case where the Insured should have notified under any preceding insurance a loss or a claim made against them or circumstances which could give rise to a loss by or claim against them and the indemnity or cover available under this Insurance is greater or wider in scope than the indemnity to which the Insured would have been entitled under such preceding insurance (whether with other Insurers or not) then the Insurer shall only be liable to indemnify the Insured in respect to that loss or claim to the extent of the indemnity which would have been afforded by such preceding insurance.

- (b) Where the Insured's breach of or non-compliance with any condition of this Insurance has resulted in prejudice to the handling or settlement of any loss or claim the indemnity afforded by this Insurance in respect of such loss or claim (including costs and expenses) shall be reduced to such sum as in the Insurer's opinion would have been payable by them in the absence of such prejudice

## 5. **Loss of Documents**

Notwithstanding anything contained herein to the contrary it is understood and agreed that if during the currency of this Memorandum the Insured shall discover and shall within seven days of the date of discovery give written notice thereof to the Insurer that any Documents (as hereinafter defined) the property of or entrusted to the Insured which now or hereafter are or are by them supposed or believed to be in their hands or in the hands of any other Party or Parties to or with whom such Documents have been entrusted lodged or deposited by the Insured in the ordinary course of business have whilst anywhere in the United Kingdom been destroyed or damaged or lost or mislaid and after diligent search cannot be found this Memorandum shall indemnify the Insured for

- a) any liabilities of whatsoever which they may incur to third parties in consequence of such Documents having been so destroyed damaged lost or mislaid
- b) all costs charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring such Documents

### **Provided always that**

- 1. The amount of any claim for costs and expenses as above shall be supported by Bills and/or Accounts which shall be subject to approval by some competent person to be nominated by the Insurer with the approval of the Insured
- 2. No liability shall attach hereto for any loss brought about or contributed to by the dishonesty of any of the Insured's partners
- 3. The Insurer's liability in respect of any losses hereunder shall be limited to the sum of £100,000 each and every claim
- 4. Documents shall mean Computer Systems Records Deeds Wills Agreements Maps Plans Records written or printed Books Letters Certificates or written or printed Documents and/or Forms of any nature whatsoever (excluding however any Bearer Bonds or Coupons Bank or Currency Notes or other negotiable paper) used in connection with the Insured's **Business**
- 5. It is understood and agreed that the limit of liability under this Loss of Documents Extension is in addition to the limit of liability as stated in the Schedule

## Memorandum K – Abuse Limitation

1. The Limit of Indemnity in respect of Abuse is £10,000,000 each every Event and in the aggregate during any Period of Insurance and not as otherwise stated in the Schedule.

For the purposes of this Endorsement Abuse is defined as:

- a) abuse or molestation or bullying whether physical or verbal of  
or
- b) criminal acts or improper behaviour or gross misconduct involving sexual activity or sexual abuse or molesation involving

any individual who is or was at any time in the care and/or custody and/or control of the Insured or any Employee of the Insured and which occurs after the 1<sup>st</sup> September 1998 and for which a claim is first made against the Insured and notified to the Insurer within the Period of Insurance.

2. This extension shall not provide indemnity in respect of:
  - a) any person committing or alleged to have committed Abuse against any other person
  - b) any Person who has or has been alleged to have
    - 1) authorised or permitted Abuse
    - 2) disregarded knowledge of Abuse
    - 3) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults
    - 4) aided or contributed to or supported Abuse or
    - 5) intentionally or willfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse.
3. If any claim falling within the parameters of clause 1 above arises, Insurers shall only be liable for such claim arising from such circumstances provided that:
  - a. there is no coverage under such prior year's policies for such claim arising; and
  - b. the Insured has provided a copy of such prior year's policies to the Insurer; and

- c. if the indemnity under the terms of this Policy is greater or wider in scope than that to which the Insured would have been entitled under any prior year's policies the Insurer shall only be liable to indemnify the insured for such amount and on such terms as would have been available to the Insured under such preceding policy of indemnity; save that nothing in this clause shall entitle the insured to indemnity wider or more extensive than is available to the Insured under this Policy

### **Memorandum L – Member to Member**

The Insurer agrees to indemnify the Insured against legal liability for Bodily Injury or loss of or Damage to Property caused by one member of the Insured to another member, only whilst undertaking clay pigeon shooting and other recognised and associated activities, as though a separate policy had been issued to each of them

Provided that

- a) each of whom shall as though the Insured be subject to the terms of this Policy in so far as they can apply
  - b) such member is not entitled to indemnity under any other policy
- and
- c) the total amount payable in respect of compensation shall not exceed the Limit of Indemnity

### **Memorandum M - Pollution Clean Up Costs**

The indemnity provided by this Policy in respect of any claim or claims for **Bodily Injury** or damage to **Property** caused by or contributed to or arising out of the discharge dispersal release or escape of **Pollutants** into or upon land the atmosphere or any water course or body of water shall include **Clean Up** to the extent not already included elsewhere within this Policy

Provided always that the Insurer will not indemnify the Insured in respect of **Clean Up** of any site or land owned occupied leased or rented by or under the control of the Insured or any water course or body of water located in on or under any site or land owned occupied leased or rented by or under the control of the Insured and shall not apply to any claim which occurs or any site or land which is located outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

**Clean Up** shall mean the cost of **Remediation** necessarily incurred by the Insured (or for which the Insured is legally liable to pay including any statutory debt) as required by any **Enforcing Authority** to a standard reasonably achievable at a reasonable cost by the methods available when such **Remediation** commences but shall not include the costs of achieving any improvement or alteration in the condition of the site the land the atmosphere or any water course or body of water beyond that required by the relevant **Enforcing Authority** under the relevant and applicable law statutory enactment or guidance at the time **Remediation** commences

**Enforcing Authority** shall mean any government or statutory authority or body implementing or enforcing environmental protection legislation in Great Britain Northern Ireland the Channel Islands or the Isle of Man

**Remediation** shall mean the investigation monitoring assessment mitigation curtailment or minimisation of any discharge dispersal release or escape of **Pollutants** into or upon the land the atmosphere any water course or body of water which has caused significant harm or which poses a significant risk of causing further significant harm to **Property** not owned occupied leased or rented by or under the control of the Insured or **Bodily Injury** to any person but only to the extent that the Insured is required to take such action by an **Enforcing Authority**

The indemnity provided will not apply to any liability for **Clean Up** costs in relation to the reinstatement or reintroduction of flora or fauna

The indemnity provided will not apply to any liability arising from Directive 2004/35/CE of the European Parliament and of the Council of 21 April 2004 on environmental liability with regard to the prevention and remedying of environmental damage or any legislation transposing Directive 2004/35/CE into domestic legislation including but not limited to any liability for primary complementary or compensatory **Remediation** or any interim losses as described in Annex II of that Directive

Nothing herein contained in this Extension shall in any way be held or construed to alter or waive or vary the exception(s) of this Policy that relate to the exclusion of seepage pollution or contamination other than where such seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of this Insurance or the cost of removing nullifying or cleaning-up seeping polluting or contaminating substances other than where the seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of this Insurance

The maximum payable by the Insurer under this Extension shall not exceed £1,000,000 inclusive of costs and inclusive of any **Deductible(s)** for all claims during the Period of Insurance

## Memorandum N – Claims Made Extension

### **Memorandum O – Recognised Activities**

For the purposes of this Policy a “Recognised Activity” of a CPSA member means;

- a) the ownership, cleaning and maintenance of legally held firearms or ammunition;
- b) clay target shooting;
- c) rifle, game or rough shooting;
- d) air weapons shooting (including FAC);
- e) wildfowling, stalking, beating/loading and picking up;
- f) muzzle loading, including use of black powder;
- g) vermin and pest control; and
- h) archery and crossbow shooting (including FAC);
- i) angling from dry land, including wading.

### **Memorandum P – Amended Coverage for Non UK Residents**

In respect of members residing outside of the member countries of the European Economic Area the indemnity provided by this Policy is restricted to the recognised activity of clay target shooting only.





**Memorandum Q : 3 Year Agreement**

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## Conditions

### 1. Breach of the Duty of Fair Presentation

If, prior to entering into this Policy, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below

- (a) If the Insured's breach of the duty of fair presentation is deliberate or reckless:
  - (i) the Insurer may avoid this Policy, and refuse to pay all claims; and,
  - (ii) the Insurer need not return any of the premiums paid
- (b) If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
  - (i) If the Insurer would not have entered into this Policy at all, the Insurer may avoid this Policy and refuse all claims, but must return the premiums paid
  - (ii) If the Insurer would have entered into this Policy, but on different terms (other than terms relating to the premium), this Policy is to be treated as if it had been entered into on those different terms from the outset, if the Insurer so requires
  - (iii) In addition, if the Insurer would have entered into this Policy, but would have charged the Insured a higher premium, the Insurer may charge the Insured the additional premium which the Insured must pay in full. This replaces the remedy set out in the 2015 Act, Schedule 1, Part 1, Paragraph 6.

If, prior to entering into a variation to this Policy, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below

- (a) If the Insured's breach of the duty of fair presentation is deliberate or reckless:
  - (i) the Insurer may by notice to the Insured treat this Policy as having been terminated from the time when the variation was concluded; and,
  - (ii) the Insurer need not return any of the premiums paid
- (b) If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
  - (i) If the Insurer would not have agreed the variation to this Policy at all, the Insurer may treat this Policy as though the variation was never made, but must in that event return any extra premium paid.
  - (ii) If the Insurer would have agreed to the variation to this Policy, but on different terms (other than terms relating to the premium), the variation is to

be treated as if it had been entered into on those different terms, if the Insurer so requires

- iii) In addition, if the Insurer would have entered into the variation to this Policy but (i) would have charged the Insured a higher premium; or (ii) would not have reduced the premium; or (iii) would have reduced it by less than it did the Insurer may charge the Insured the additional or difference in premium which the Insured must pay in full so that the Insurer is put in the position that it would have been if the Insured had complied with the duty of fair presentation. This replaces the remedy set out in the 2015 Act, Schedule 1, Part 1, Paragraph 11.

## 2. Reasonable Precautions

The Insured at his own expense shall

- (a) take reasonable precautions to prevent any occurrence which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in sound condition and to act in accordance with all statutory obligations and regulations
- (b) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

If the Insured fails to comply with any of its obligations under (a) or (b), the Insurer shall have no liability under this Policy, unless the Insured shows that non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## 3. Alteration of Risk

The Insured shall give notice as soon as reasonably practicable of any alteration which materially affects the risks covered by this Policy

If the Insured fails to give notice as soon as reasonably practicable, and until the Insurer is advised of such alteration and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium, if any, the Insurer shall not be liable in respect of any claim due wholly or partially to any such alteration

## 4. Claims - Responsibilities of the Insured

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall

- (a) without unnecessary delay give notice and full particulars thereof in writing to the Insurer
- (b) retain anything connected therewith for such time as the Insurer may reasonably require
- (c) as soon as reasonably practicable forward to the Insurer upon receipt every letter claim writ summons or process in connection therewith
- (d) as soon as reasonably practicable notify the Insurer when the Insured has knowledge of any impending prosecution inquest Fatal Accident or Ministry Inquiry

If the Insured fails to comply with any of its obligations under (a), (b), (c) or (d) then the Insurer shall have no liability under the Policy in connection with that claim.

#### **5. Control of Claims**

- a) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured in connection with any claim without the written consent of the Insurer
- b) The Insured shall give all information and assistance as the Insurer may require
- c) The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

If the Insured fails with any of its obligations under (a), (b) or (c) then the Insurer shall have no liability under the Policy in connection with that claim

#### **6. Discharge of Liability**

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment

#### **7. Other Insurance**

If at the time any claim arises under this Policy there be any other insurance covering the same liability the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

## 8. Adjustment of Premium

If the premium for this Policy is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurer to inspect such record

The Insured shall within one month from the expiry of each Period of Insurance furnish such particulars and information as the Insurer may require

The premium for each period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to any minimum premium required

## 9. Cancellation

The Insurer may cancel this Policy by sending thirty days' notice by recorded delivery to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance

## 10. Fraudulent Claims

(a) If the Insured makes a fraudulent claim under this Policy, the Insurer:

- (i) is not liable to pay the claim; and
- (ii) may recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
- (iii) may by notice to the Insured treat the Policy as having been terminated with effect from the time of the fraudulent act

(b) If the Insurer exercises its right under clause (a)(iii) above:

- (i) the Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (ii) the Insurer need not return any of the premiums paid

Nothing in this Condition 10 is intended to vary the position under the Insurance Act 2015.

## Schedule

Policy No. GB00042824LI18A

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**Agency** Romero Insurance Brokers Ltd

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**Insured** Clay Pigeon Shooting Association Ltd and any affiliated member of the association

**of** Edmonton House, Bisley Camp, Brookwood, Woking, Surrey GU24 0NP

operating from premises in Great Britain Northern Ireland the Channel islands or the Isle of Man

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**Business** The National Governing Body for Clay Target Shooting and all recognised activities

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### Public/Products Liability

### Limit of Indemnity

( a ) A n y o n e **E v e n t** £ 1 0 , 0 0 0 , 0 0 0

( b ) All **Events** happening during  
any Period of Insurance in  
respect of **Products**

£ 10,000,000

**Deductible** £ Nil

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### Premium

which the Insured agrees to pay as consideration for this insurance

Subject to adjustment in the terms of Condition 8

### Period of Insurance

**Renewal Date** 1<sup>st</sup> September 2019

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From 1<sup>st</sup> September 2018

To 31<sup>st</sup> August 2019

Both dates inclusive

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XL Insurance Company SE, XL House, 70 Gracechurch Street, London, EC3V 0XL, United Kingdom

Registered Office: as above

Registered Number: SE000080

An XL Group company

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 202695). Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

## Complaints

We are dedicated to providing a high quality service and we want to ensure that we maintain this at all times. If you have any questions or concerns about the policy or the handling of a claim please contact your broker through whom this policy was arranged.

If you wish to make a complaint you can do so at any time by referring the matter to:

Complaints Manager

XL Insurance Company SE

20 Gracechurch Street, London, EC3V 0XL

E-mail: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)

Telephone Number: +44 (0) 20 7743 8487

If you remain dissatisfied after the Complaints Manager has considered your complaint, or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Ombudsman Service at:

Exchange Tower, London, E14 9SR

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000

Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small Businesses. For more information contact them on the above number or address, or view their website: [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Insurance Company SE is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

## Use of Personal Information



Personal information that the Insurer obtains (including relating to beneficiaries and third party claimants) may be used in accordance with XL Group's Privacy Policy which can be found at <http://xlgroup.com/footer/privacy-and-cookies> It is recommended that you and they read the Insurer's Privacy Policy.

Use of information may include processing and/or sharing with other XL Group companies, as well as with third parties, to:

- (a) evaluate whether to enter into a particular transaction and to administer such transaction, including underwriting and claims handling;
- (b) combat money-laundering, terrorism, corruption and fraud; and
- (c) participate in regulatory investigations or litigation.

Prior to, or as soon as reasonably practicable after notifying a claim to the Insurer, you agree that you will inform and obtain the consent of any employee and any potential beneficiary or claimant whose personal information has been provided to the *Insurer* in connection with this Policy to the extent necessary to enable the Insurer to use (including processing) their personal information as set out in, and in accordance with, the XL Group Privacy Policy.