

Liberty Mutual. INSURANCE

Combined Liability Policy

Here is your new Insurance Policy. Please examine it, together with The Schedule. Please make sure that it is correct and provides the agreed cover. If it is incorrect, please tell us and return it to us immediately.

Liberty Mutual Insurance Europe Limited (hereinafter referred to as the Company) in consideration of the Insured having paid or agreed to pay the premium, and on the basis that any information provided in connection with any proposal or submission made to the Company shall be the basis of, and incorporated into, this contract, will, subject to the terms, Exceptions, Conditions, Endorsements, and Limit of Indemnity of this Policy, and after application of the Self-Insured Retention, indemnify the Insured against all sums that the Insured shall become legally liable to pay as stated in any operative Section of this Policy, which arises in connection with the Business.

Signed on behalf of Liberty Mutual Insurance Europe Limited



Sean Patrick Rocks
Chief Underwriting Officer - Commercial
Liberty Mutual Insurance Europe Limited

Liberty Mutual Insurance Europe Limited

Registered Office: 20 Fenchurch Street, London EC3M 3AW

Registered in England and Wales Registered Number: 1088268





DEFENCE COSTS

The Company will, subject to the Self-Insured Retention, also pay:

- A. All other costs and expenses incurred with the Company s written consent in respect of any Event that may be the subject of indemnity under this Policy.
- B. Solicitor s fees incurred with the Company s written consent for representation of the Insured at:
 - (i) any coroner□s inquest or fatal accident inquiry in respect of any death; or
 - (ii) proceedings in any court of summary jurisdiction, arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of, or damage to, Property;

which may be the subject of indemnity under this Policy.

Payments stated in A and B above shall be payable in addition to the Limit of Indemnity, except where such payments are made in connection with legal proceedings that are or may be subject to the jurisdiction of the United States of America and/or Canada and/or their respective possessions or protectorates, where the Limit of Indemnity shall be inclusive of all payments.

GENERAL DEFINITIONS

1. **Insured** shall mean:

- (a) the party stated in The Schedule, hereinafter referred to as the Named Insured.
- (b) at the request of the Named Insured:
 - (i) any director, partner, or Employee of the Insured, while acting on behalf of, or in the course of his employment or engagement by, the Insured, in respect of liability for which the Insured would have been entitled to an indemnity under this Policy if the claim had been made against the Insured;
 - (ii) any officer, member, or Employee, of the Insured s canteen, social, sports, or welfare organisation, or fire, first aid, or ambulance services, in their respective capacities as such;
 - (iii) any director, partner, or senior official, of the Insured, in respect of private manual work, carried out by any Employee of the Insured for any such person, with the consent of the Insured;
 - (iv) any principal, in his capacity as such, for liability arising out of work performed for or on behalf of such principal by the Insured.
- (c) in the event of the death of the Insured; the personal representatives of the Insured in respect of liability incurred by the Insured.
- 2. **Business** is as described in The Schedule and shall also include:
 - (a) the ownership, including repair, maintenance, or use, of premises;
 - (b) the provision and management of canteen, social, sports, and welfare organisations, for the benefit of the Insured □s Employees;
 - (c) the provision and management of security, fire, first aid, and ambulance services;
 - (d) private manual work, carried out with the consent of the Named Insured, for any director, partner, or senior official, of the Insured, by any Employee.



- Bodily Injury shall mean death, injury, illness, or disease; and injury may also include nervous shock, mental anguish, and mental illness.
- Personal Injury shall mean Bodily Injury, and related wrongful arrest, detention, imprisonment, or eviction, of any person, and wrongful accusation of shoplifting.
- 5. Property shall mean tangible property, except in Section 2 where it includes rights of light, air, and water but, for the avoidance of doubt, shall not include information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein.
- 6. Employee shall mean:
 - (a) any person under a contract of service or apprenticeship with the Insured;
 - (b) (i) any labour master or labour only subcontractor or person supplied by any of them;
 - (ii) any self-employed person;
 - (iii) any person under a contract of service or apprenticeship with another employer, and who is hired to, or borrowed by, the Insured;
 - (iv) any person participating in any Government, or otherwise authorised work experience, training, study, exchange, or similar scheme;
 - (v) any voluntary persons;

while engaged in work for the Insured in connection with the Business.

- 7. Product shall mean any goods (including packaging, containers, labelling, instructions, or advice, provided in connection therewith):
 - (a) sold, supplied, distributed, by or on behalf of, the Insured;
 - (b) erected, repaired, serviced, altered, treated, or installed, by the Insured;

in the course of the Business, and which have left the care, custody, or control, of the Insured.

- 8. Pollution Hazard shall mean:
 - (a) actual, alleged, or threatened:

- (i) ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
- (ii) subsequent spread, migration, or movement of Pollutants following (i) above;
- (b) the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by the Insured or third parties.
- 9. Pollutants shall mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.
- 10. **Offshore** shall mean from the time of embarkation by an Employee onto a conveyance at the point of final departure, to either an offshore installation or vessel, until disembarkation by an Employee from a conveyance onto land upon return from either an offshore installation or vessel.
- 11. **Event** shall mean any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause.
- 12. Limit of Indemnity shall mean the total liability of the Company for all amounts payable in accordance with the Indemnity Agreement, and shall not exceed the amount(s) stated in The Schedule.
- 13. Self-Insured Retention shall mean the amount stated in The Schedule, which shall be payable by the Insured for each claim or Event in respect of all damages, claimant s costs, and defence costs and expenses (including investigation costs other than the Company s own salary and other internal costs), before the Company shall be liable to make any payment under this Policy.
- 14. **System Failure** shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:
 - (i) the response of a Computer to any date or date change; or
 - (ii) the failure of a Computer to respond to any date or date change; or



- (iii) any loss of, damage to, change or corruption in, data or software on a Computer or Computer system; or
- (iv) any Computer virus, or hacking into or degradation of, or breach of security in, or denial of access to, a Computer, Computer system, or Website.

Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment, and any device that gives or receives electronic instructions or information.

15. **Terrorism** shall mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.

Terrorism includes but shall not be limited to:

- (i) the use of violence against any person;
- (ii) the causing of loss of, or damage to, Property;
- (iii) acts which endanger a person□s life;
- (iv) acts involving the use of biological or chemical materials or weapons, or any nuclear device, nuclear material, or radioactive substance;
- (v) acts which create a risk to the health of an individual, the public, or any section of the public;
- (vi) acts designed or intended to interfere with, disrupt, or cause the malfunction of, any electronic or mechanical equipment.



SECTION 1 – EMPLOYERS□ LIABILITY

This Section shall cover, in accordance with the Indemnity Agreement, Bodily Injury to any Employee arising out of and in the course of his employment or engagement by the Insured, and caused during the Period of Insurance:

- (a) in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, or, in connection with offshore installations, within the Continental Shelf around those countries;
- (b) whilst temporarily outside the countries named in(a), provided that such Employee is ordinarily resident in any of the aforesaid countries.

RIGHTS OF RECOVERY

The indemnity provided under this Section is deemed to be in accordance with such provision as any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, may require but the Insured shall repay to the Company all sums paid by the Company, which the Company would not have been liable to pay but for the provisions of such law.

UNSATISFIED COURT JUDGEMENT EXTENSION

In the event that a judgement for damages against a third party is, in the first instance, obtained:

- (a) from, or under the jurisdiction of, a court in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man; and
- (b) by an Employee, or the personal representative(s) of an Employee; and
- (c) which is in respect of Bodily Injury, caused during the Period of Insurance and in the course of the Employee□s employment or engagement by the Insured; and
- (d) which remains unsatisfied in whole or in part six months after the date of such judgement;

then, at the request of the Named Insured, the Company will pay to the Employee, or the personal representative(s) of the Employee, the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding;
- (b) the Company shall be entitled to take over, and prosecute for its own benefit, any claim against any other person, and the Insured, the Employee, or the personal representative(s) of the Employee, shall give all information and assistance required by the Company.

EXCEPTIONS APPLICABLE TO SECTION 1 ONLY

The Company shall not indemnify the Insured under this Section against liability:

- in respect of which compulsory insurance or security is required to be arranged by the Insured under the Road Traffic Act 1988, or the Road Traffic (Northern Ireland) Order 1981, or any subsequent legislation amending or replacing such Act or Order;
- 2. that arises from visits, or work, Offshore;
- for sums in excess of the Sub-limit stated in The Schedule arising from Terrorism.





SECTION 2 – PUBLIC LIABILITY

This Section shall cover in accordance with the Indemnity Agreement:

- A. accidental Personal Injury to any person;
- B. accidental loss of, or damage to, Property;
- accidental obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water;

occurring during the Period of Insurance anywhere within the Geographical Limits defined below.

Geographical Limits

Shall mean for the purposes of this Section:

- (a) Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, or, in connection with offshore installations, within the Continental Shelf around those countries.
- (b) elsewhere in the World, excluding the United States of America and/or Canada and/or their respective possessions or protectorates, but only in connection with the Business carried on by the Insured at or from any premises situated in any of the countries specified in (a) above.
- (c) the United States of America and/or Canada and/or their respective possessions or protectorates arising out of temporary visits in connection with the Business by directors or non-manual Employees ordinarily resident in any of the countries specified in (a) above.

EXCEPTIONS APPLICABLE TO SECTION 2 ONLY

The Company shall not indemnify the Insured under this Section against liability:

- for loss of, or damage to, Property belonging to, or in the care, custody, or control, of the Insured other than:
 - (a) Employees□ or visitors□ personal effects;
 - (b) any premises (including contents), not being premises leased or rented to the Insured, which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises, but always excluding damage to Property being worked upon and arising out of such work.
- arising from the ownership, possession, or use by or on behalf of the Insured or an employee of the Insured, of:
 - (a) any mechanically propelled vehicle or attached trailer, whilst in use in circumstances where compulsory insurance or security is required by any road traffic legislation, but this exception shall not apply to liability caused by:
 - (i) the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;
 - (ii) any self propelled mechanical plant, or any machinery or apparatus attached to any other vehicle, whilst used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security.
 - (b) any aircraft or other aerial device, hovercraft, watercraft, or offshore installation but this exception shall not apply to liability caused by:
 - (i) hand propelled watercraft or sailing craft not exceeding 8 metres in length; or
 - (ii) watercraft not exceeding 25 metres in length, not owned by the Insured but used by the Insured for business entertainment purposes, with the exception of racing or trials;

provided always that the Insured is not entitled to an indemnity under any other policy.

3. arising from any Product, other than food or drink provided for consumption on the Insured spremises.





EXTENSIONS APPLICABLE TO SECTION 2 ONLY

1. Defective Premises Act

The indemnity provided under this Section shall extend to include liability attaching to the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in respect of the disposal of any premises which were occupied or owned by the Insured in connection with the Business.

Provided that the Company shall not be liable for the cost of remedying any defect, or alleged defect, in such premises.

2. Damage to leased or rented premises

Notwithstanding Exception 1 to this Section the indemnity provided under this Section shall extend to include liability for accidental loss of, or damage to, premises (including fixtures or fittings) leased or hired by, or rented to, the Insured under a contract or agreement, but this extension shall not apply to liability:

- (a) assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Company;
- (b) for fire or any other peril against which such contract or agreement requires that insurance is effected;
- (c) arising out of breach of any term, condition, or warranty, under any other applicable insurance policy.

3. Contingent Non-Owned Motor Vehicle

Notwithstanding Exception 2 (a) to this Section the Company will indemnify the Named Insured in respect of liability for Bodily Injury, or loss of, or damage to, Property, arising out of the use of any mechanically propelled vehicle or attached trailer, used in connection with the Business, which is not the property of or provided by the Named Insured or any subsidiary companies.

Provided always that the Company shall not be liable for:

 (a) loss of, or damage to, any such mechanically propelled vehicle, attached trailer, or to Property contained therein or thereon;

- (b) Bodily Injury, loss of, or damage to, Property resulting while such vehicle is being:
 - (i) driven by the Named Insured;
 - (ii) driven with the consent of the Named Insured, or of its representative, by any person who, to the knowledge of the Named Insured or of such representative, does not hold a licence to drive such vehicle; unless such person has held and is not disqualified from holding or obtaining such a licence;
 - (iii) used in circumstances in which it is compulsory for the Named Insured to insure or provide security as a requirement of any road traffic legislation;
 - (iv) used outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

SECTION 3 - PRODUCTS LIABILITY

This section shall cover in accordance with the Indemnity Agreement:

- A. accidental Bodily Injury to any person;
- B. accidental loss of, or damage to, Property;

caused by any Product of the Insured during the Period of Insurance.

EXCEPTIONS APPLICABLE TO SECTION 3 ONLY

The Company shall not indemnify the Insured under this Section against liability:

- (a) arising from any Product exported directly to the United States of America and/or Canada and/or their respective possessions or protectorates;
- (b) arising from any Product that is used on, or incorporated into or onto, any aircraft or aerial device, or is used to control the navigation or safety of any aircraft or aerial device.



GENERAL POLICY EXCEPTIONS

EXCEPTIONS APPLICABLE TO SECTIONS 2 AND 3 ONLY

The Company shall not indemnify the Insured under Sections 2 and 3 against liability:

War and Terrorism

 arising directly or indirectly in consequence of, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, sabotage, Terrorism, military or usurped power, confiscation or requisition by any competent authority, or nationalisation.

Employee

2. for Bodily Injury sustained by an Employee, which arises out of and/or in the course of his employment or engagement by the Insured.

Pollution

- 3. arising directly or indirectly from any Pollution Hazard arising:
 - (a) in the United States of America and/or Canada and/or their respective possessions or protectorates;
 - (b) elsewhere in the World, other than in those countries or territories referred to in (a) above, except where the Pollution Hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance.

The indemnity granted shall not extend to Events or claims, arising directly or indirectly from any Pollution Hazard, that involves moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

Contractual Liability

- that is assumed by the Insured under a contract or agreement, and:
 - (a) arises under any penalty clause or in respect of fines or liquidated damages;

or

(b) arises out of the sole negligence of third parties;

or

(c) attaches by virtue of any waiver of subrogation rights against third parties;

unless such liability would have attached to the Insured in the absence of the said contract or agreement.

Professional Services

5. arising out of any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification, but this Exception shall not apply to first aid activities.

Recall

6. arising out of recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any Product, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

Fines Penalties and Punitive

 for fines, penalties, punitive damages, or exemplary damages.

Advertising

- 8. arising out of any form of defamation or from malicious falsehood:
 - (a) made by, or at the direction of, the Insured, with knowledge of the falsity thereof, or
 - (b) related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on behalf of the Insured.



Toxic Substances

9. arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal, of asbestos, lead, formaldehyde, or polychlorinated biphenols, or other materials, which the Insured knows, or has reason to suspect, contains asbestos or lead or formaldehyde polychlorinated biphenols.

System Failure

10. associated with, or caused by, a System Failure, if a System Failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

Heat

11. arising out of the use of any heat or naked flame whilst being used away from the Insured s premises.

EXCEPTIONS APPLICABLE TO ALL SECTIONS

The Company shall not indemnify the Insured under this Policy against liability:

Radiation

- 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;

but as far as concerns Bodily Injury to any Employee, which arises out of and in the course of his employment or engagement by the Insured, this exception shall apply only in respect of:

- (i) liability of any principal;
- (ii) liability assumed by the Insured by agreement, which would not have attached in the absence of such agreement.

Court Rules

2. arising from any order of a Court made in consequence of the Insured s failure to comply with any procedural requirements of, or directions imposed by, the Court.

Self-Insured Retention

for the sum stated as the Self-Insured Retention shown in The Schedule.





GENERAL POLICY EXTENSIONS

1. Indemnity to Principal

The Company hereby agrees to indemnify the Named Insured, to the extent that any contract or agreement entered into by the Named Insured with any principal so requires, where liability arises out of the performance or non-performance by the Insured of such contract or agreement.

Provided that:

- the conduct and control of claims is vested in the Company;
- (ii) the principal shall be subject to, and comply with, the terms, Conditions, Exceptions, and Endorsements, of this Policy so far as they can apply, as though they were the Named Insured;
- (iii) the indemnity provided by Section 1 of this Policy shall only apply in respect of liability to any person who is an Employee of the Insured, and not to that of any principal.

The indemnity provided to any principal under this Extension shall not increase the liability of the Company to pay any amount in respect of any one Event, or in the aggregate during any one Period of Insurance, as applicable, beyond the amount stated as the Limit of Indemnity.

2. Cross Liabilities

The Company hereby agrees that, if the Insured comprises more than one party, the Company will treat each party as though a separate policy had been issued to each of them; provided that the Company sliability in respect of any one Event, or in the aggregate during any one Period of Insurance, as applicable, shall not exceed the Limit of Indemnity.

3. Health and Safety at Work Act 1974

The Company hereby agrees to indemnify the Insured under any operative Section of this Policy against:

- costs and expenses incurred with the written consent of the Company;
- (ii) costs and expenses awarded against the Insured, or a director or Employee of the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the Period of Insurance under sections 2-8 of the Health and Safety at Work Act 1974, or the Construction (Design & Management) Regulations 2007, or equivalent safety legislation of Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, and where the circumstances of the alleged offence may be the subject of indemnity under any operative Section of this Policy.

Provided always that the Company shall not be liable:

- (i) for any fines or penalties imposed upon the Insured;
- (ii) for the Self-Insured Retention;
- (iii) where the prosecution results from a deliberate management decision, act, or omission.

4. Consumer Protection Act 1987

The Company hereby agrees to indemnify the Insured under Sections 2 and 3 of this Policy against:

- (i) costs and expenses incurred with the written consent of the Company;
- (ii) costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Consumer Protection Act 1987, which occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under this Policy.

Provided always that the Company shall not be liable:

- (i) for any fines or penalties imposed on the Insured;
- (ii) for the Self-Insured Retention;
- (iii) where the prosecution results from a deliberate management decision, act, or omission.



5. Food Safety Act 1990

The Company hereby agrees to indemnify the Insured under Sections 2 and 3 of this Policy against:

- costs and expenses incurred with the written consent of the Company;
- (ii) costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Food Safety Act 1990, which occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under this Policy.

Provided always that the Company shall not be liable:

- for any fines or penalties imposed on the Insured;
- (ii) for the Self-Insured Retention;
- (iii) where the prosecution results from a deliberate management decision, act, or omission.

6. Data Protection Act 1998

The Company will indemnify the Insured under all Sections of this Policy in respect of liability for claims arising under the Data Protection Act 1998, or any subsequent legislation amending, revising, or replacing such act, in respect of:

- (i) compensation payable for damage or distress under section 13 of Part II of the Act including claimant

 s costs and expenses:
- (ii) defence costs in relation to any prosecution or investigation brought under section 21 of Part III of the Act in relation to a claim made by an Employee.

Provided that:

- (a) the Insured has registered under the Act or commenced the process of registration and the Insured s application has not been refused or withdrawn.
- (b) the Company shall not be liable in respect of:
 - (i) the payment of fines or penalties;

- (ii) the Self-Insured Retention
- (iii) the cost of replacing, reinstating, rectifying, or erasing, any data;
- (iv) liability arising as a result of the provision by the Insured of the services of a computer bureau;
- (v) liability arising from the recording or provision of data for reward or for determining the financial status of any person;
- (vi) liability that arises as a result of a deliberate act or omission of the Insured, or persons acting on behalf of the Insured, and which will knowingly or could reasonably have been expected by the Insured, or those acting on the Insured s behalf, to result in a liability or the committing of an offence under the Act;
- (vii) liability for which the Insured is entitled to an indemnity under any other insurance.

7. Housing Grants Construction and Regeneration Act 1996

The Company shall not indemnify the Insured against:

- (i) liability that is determined and/or payment that is ordered by an adjudicator, consequent upon any adjudication as provided for by Section 108 of the Housing Grants Construction and Regeneration Act 1996 or either Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 or Part 1 of the Scheme for Construction Contracts (Scotland) Regulations 1998;
- (ii) liability for claimant
 □s or defence costs and expenses incurred in connection with any such adjudication;

unless such liability is one to which the Insured would otherwise be entitled to an indemnity under this Policy, and which is or becomes subject to a Dispute.

In such circumstances the following additional Conditions shall be applicable:

- (a) The Insured shall immediately give written notice to the Company:
 - (i) as soon as the Insured is aware of any Dispute which may give rise to a claim under this Policy;



(ii) on receipt of any notice of an intention to refer a Dispute for adjudication.

Notification to the Company shall be accompanied by full documentary particulars of the subject matter of the Dispute and, if applicable, the referral for adjudication.

- (b) The Company shall be entitled, at its discretion, to take over and conduct, in the name of the Insured, the proposed adjudication and all matters relating thereto. The Insured shall immediately give to the Company information, documentation, and assistance, in relation the Dispute to and proposed adjudication that the Company or representatives may require.
- (c) The Insured shall not, without the prior written consent of Insurers, suggest, propose, or refer, for adjudication any Dispute that may give rise to a claim for indemnity under this Policy.
- (d) If the parties to a Dispute have agreed to accept the decision of the adjudicator as being finally determinative of the Dispute, any indemnity to the Insured under this Policy shall be limited to the liability that would have attached to the Insured in the absence of such agreement.

Conditions (a), (b), and (c) are conditions precedent to the Company s liability to indemnify the Insured under this Extension.

Dispute shall mean a dispute (including any difference) arising under a construction contract as defined in Part II of the Housing Grants Construction and Regeneration Act 1996.

8. Court Attendance

The Company hereby agrees that, in the event of any of the undermentioned 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 any operative Section of this Policy, the Company will provide compensation to the Insured at the following rates for each day on which attendance is required:

A) any director or partner of the Insured £500.00 per day

B) any Employee £250.00 per day.

9. Manslaughter and Culpable Homicide

The Company hereby agrees to indemnify the Insured under any operative Section of this Policy against:

- costs and expenses incurred with the written consent of the Company;
- (ii) costs and expenses awarded against the Insured, or a director or Employee of the Insured;

In connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the Period of Insurance:

- (a) of manslaughter or culpable homicide; or
- (b) of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007

and where the circumstances of the alleged offence may be the subject of indemnity under any operative Section of this Policy.

Provided that the Company shall not be liable:

- (i) for any fines or penalties imposed upon the Insured;
- (ii) for the Self-Insured Retention;
- (iii) where the prosecution results from a deliberate management decision, act, or omission.





GENERAL POLICY CONDITIONS

Observance of Terms

1. The Insured shall fulfil all terms, Conditions, and Endorsements, of this Policy in so far as they relate to anything to be done or complied with by the Insured.

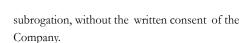
The truth of the statements, answers, and information, supplied in connection with this Policy, shall be a condition precedent to any liability of the Company to indemnify the Insured.

Claims Notification

- 2. It shall be a condition precedent to liability that the Insured shall:
 - (a) as soon as reasonably practicable give written notice to the Company of any circumstance(s) that may give rise to a claim being made against the Insured, and for which there may be liability under this Policy;
 - (b) immediately give written notice to the Company when a claim is actually made against the Insured (whether written or oral), and for which there may be liability under this Policy;
 - (c) advise the Company in writing immediately the Insured has knowledge of any impending prosecution, inquest, or fatal accident inquiry, in connection with any circumstance(s) or claim(s) notified under (a) or (b).

Claims Co-operation

- 3. It shall be a condition precedent to liability that the Insured, as regards circumstances of which the Insured is aware may give rise to any claim(s) against the Insured, shall:
 - (a) provide the Company with such particulars and information as the Company may require, immediately on request;
 - (b) forward to the Company any communication, court process or documentation, or any other documents received relating to such circumstance(s) or claim(s) immediately on receipt;
 - (c) give to the Company all information and assistance required as soon as practicable, and, where the Company has conduct of proceedings, within such time limits as are specified by the Company□s legal representatives;
 - (d) make no admission of liability, payment, offer or promise of payment, or indemnity, or waiver of



Claims Control

4. The Company shall be entitled, at its own discretion, to take over and conduct in the name of the Insured the defence or settlement of any claim, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

Fraud

5. The right to an indemnity under this Policy shall be forfeited if a claim is fraudulent in any respect.

Self-Insured Retention

- 6. The Self-Insured Retention shall be subject to the following provisions:
 - (a) Where the Company has incurred expenditure in the defence and/or settlement of any claim the Self-Insured Retention shall be payable in whole or in part:
 - (i) at any stage when in respect of a claim or Event sums have been paid in respect of damages, claimant
 □s and/or defence costs, and loss adjusting expenses; or
 - (ii) at the settlement or closure of any claim; or
 - (iii) where at its own discretion the Company so requires.
 - (b) The Company may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the Self-Insured Retention to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured shall immediately reimburse the Company for the payment.
 - (c) The terms of this Policy, including without limitation those governing the Company s rights in relation to the conduct and defence of claims and the Insured s duties in the event of a claim, shall not be affected or modified in any way by the existence or application of the Self-Insured Retention.

Discharge of Liability

7. The Company may at any time, at its own discretion, pay to the Insured the Limit of Indemnity under this Policy, or any lesser sums for which any claim(s) can be settled, and the Company, after the deduction of any sum(s) already paid in connection with such claim(s), shall not be under further liability, except for the payment of defence costs and expenses already agreed and incurred.



Provided that in the event of any claim(s) or series of claims resulting in a liability of the Insured to pay in excess of the Limit of Indemnity, the Company sliability by virtue of a judgement or settlement for such costs and expenses, shall not exceed an amount being in the same proportion as the Limit of Indemnity bears to the total payment made by or on behalf of the Insured in settlement of the claim(s).

Reasonable Precautions

8. The Insured shall at their own expense take all reasonable care to prevent accidents and maintain their premises, plant, vehicles, and anything else used in connection with the Business, in proper repair.

The Insured shall make good or remedy any defect and danger which becomes apparent, or take such additional precautions as the circumstance may require.

Alteration of Risk

- 9. The Insured shall give the Company immediate written notice of any alteration which materially affects the risk insured, and the Company shall not be under any obligation to indemnify the Insured in respect of any claim(s):
 - (i) until the Company has agreed in writing to accept the altered risk; and
 - (ii) the Insured has paid or agreed to pay any additional premium required by the Company.

Non-Disclosure

10. This Policy shall be voidable by the Company in the event of any misrepresentation, misdescription, or non-disclosure of any material fact, by or on behalf of the Insured.

Operation of the Policy

11. This Policy and its terms, including The Schedule, Definitions, Sections, Extensions, Exceptions, Conditions, and Endorsements, shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear.

Headings in this Policy are included for convenience only and do not affect the construction of it.

Other Insurances

12. If at the time of any claim(s) there is, or, but for the existence of this Policy would be, any other policy of indemnity or insurance in favour of, or effected by or on behalf of, the Insured, applicable to such claim(s), the Company shall not be liable under this Policy to indemnify the Insured in respect of such claim(s), except in respect of any amount in excess

of that which would be payable under such policy of indemnity or insurance had this Policy not been effected, subject always to the Limit of Indemnity.

Adjustments

- 13. Where the premium is calculated on the statements and estimates furnished by the Insured, it is a requirement that the Insured shall:
 - (a) keep an accurate record of all relevant particulars and at any reasonable time allow the Company to inspect such record;
 - (b) within one month of the expiry of each Period of Insurance furnish to the Company such information as the Company requires for such expired period and the premium for such period shall thereupon be adjusted by the Company and the difference be paid by, or allowed to, the Insured as the case may be subject to any agreed minimum premium.

Cancellation

14. The Company may cancel this Policy by sending thirty days notice by registered letter to the Insured at their last known address, or that of their agent or intermediary. In such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance, less any sums due from the Insured to the Company; provided always that no claim(s) or circumstance(s) have been notified to the Company.

In the event that any claims or circumstances have been advised to the Company, then the Company reserves the right to withhold such return premium until such claims or circumstances are settled or a release from liability is received from the Insured.

If the sum total of all claims paid exceeds the calculated pro rata time on risk charge, the Company reserves the right to deduct the amount of the excess from the return premium which would have been allowable.

Law

15. This Policy is subject to the law of England and Wales

Alternative Dispute Resolution

- 16. If any dispute arises in relation to this Policy it shall be resolved as follows:
 - (i) unless the dispute falls within the provisions of Condition 16 (ii) the parties will initially try to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.



To start mediation a party must serve on the other party an Alternative Dispute Resolution notice (ADR).

No later than 28 days after service of the ADR notice the parties shall start the mediation.

If the dispute cannot be resolved by mediation, the dispute shall be referred to arbitration in London by a tribunal of three arbitrators, under the provisions (both mandatory and non-mandatory) of the Arbitration Act 1996.

- (ii) in relation to any dispute about the payment and recovery of any premium, additional premium, and/or the Self-Insured Retention (including whether any such sums are due under the terms of this Policy):
 - (a) the Company may commence proceedings at its own discretion in any competent court in England and Wales or in the jurisdiction where the Insured is domiciled; and
 - (b) the Insured agrees to submit irrevocably to such jurisdiction as set out above, and to waive any objection to it on any ground.

Offset of Premium

17. The Company shall be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Company under Sections 2 and 3 of this Policy, any sums owed to the Company by the Insured in respect of Premium(s) due under this Policy.

Contracts (Rights of Third Parties) Act 1999

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

Employers' Liability Tracing Office

19. Where the Company provides indemnity under Section 1 – Employers□ Liability the Company is required by regulation to maintain a database of the companies and subsidiary companies covered by this Policy and to add details of all the Insured□ s company names to the Employers□ Liability Tracing Office database. Therefore, it shall be a condition precedent to liability that the Insured supplies full details, as required by the Employers Liability Tracing Office, of the companies and all subsidiary companies to the Company at inception of this Policy and promptly thereafter following acquisition or removal of any subsidiary company.



COMPLAINTS PROCEDURE

It is the Company□ s intention to provide a first class standard of service.

However, in the event you consider that there is any cause for complaint, in the first instance contact the intermediary who arranged the Policy.

If the matter is not resolved to your satisfaction, please write to our Compliance Officer at:

Liberty Mutual Insurance Europe Limited 20 Fenchurch Street London EC3M 3AW

Telephone +44 (0)20 3758 0000

Please have ready the details of the Policy, and, in particular, the Policy number to help ensure a speedy response.

If you remain dissatisfied, you may contact The Financial Ombudsman Service for assistance at the following address:

The Financial Ombudsman Service

South Quay Plaza 183 Marsh Wall London E14 9SR

Telephone 0800 0 234 567 (free for people phoning from a "fixed line" (for example, a landline at home))

0300 129 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers

starting 01 or 02)

Email complaint.info@financial-ombudsman.org.uk

Making a complaint to The Financial Ombudsman Service does not affect your rights under this Policy.

DATA PROTECTION NOTICE

Who is responsible for your personal information?

Liberty Mutual Insurance Europe Limited ("Liberty") is the registered data controller for personal information held by it about you for the purposes of the Data Protection Act 1998 or similar provision applying in any amending or replacing legislation. You should show this notice to anyone who may also be covered by your insurance policy with us.

"You" shall include, as relevant, individual insured customers (including prospective customers) such as sole traders, a company sowners, partners and/or any individual who may be covered by an insurance policy with Liberty.

What details do we collect and why?

We will use the information you provide or we collect to manage and handle your insurance queries, applications and any policy and related claims. This includes underwriting and handling claims with help from other Liberty Mutual Insurance Group companies. To provide you with products and services, we hold information in our data systems or it is held by our agents or subcontractors or by other Liberty Mutual Insurance Group companies. We may use your personal information for our business processes and activities including analysis, review, planning and business transactions, dealing with insurance and/or legal claims; and for compliance with our legal and regulatory obligations.



Sensitive details

We may need to collect sensitive personal information (such as information about physical or mental health or medical conditions, criminal and/or motor convictions and pending proceedings, and bankruptcy/debt details) about you and others named on the insurance policy and third parties involved in a claim. By going ahead with a Liberty insurance policy or by giving us your personal information including sensitive personal information you will be agreeing to us, our agents, other insurers and the other persons who we describe in this notice processing this information including sensitive personal information for all purposes as are relevant to your relationship with Liberty.

Before you provide information about others, you should make sure they are aware of how we will use their information and have given their permission.

Credit reference checks and fraud prevention, anti-money laundering and counter terrorism financing checks

We may check the information you provide against other information available to the public (such as on the electoral roll and court judgments, bankruptcy or repossession and other insurance industry databases, and this may involve carrying out bankruptcy/judgment debt checks, fraud prevention, anti-money laundering and counter terrorism financing checks, subject to data protection law and with your consent if required). Subject to data protection law, we may share information with others as set out below. We may use this information in order to help with risk and credit assessment and decisions, to comply with our legal and regulatory obligations and other Liberty Mutual Insurance Group companies may do the same for their own compliance purposes.

Statistics

We may amend the personal information so that you cannot be identified from the data either by itself or when combined with any other data we hold. That data will then not be subject to this notice or data protection law. We may use it for insurance administration purposes including analysis of trends, carrying out actuarial work, planning service delivery, risk assessment and costs and charges.

What details do we share, who with and why?

We may share information about you and your claims history with:

- · our agents and service providers;
- · other insurers, either directly or through people acting for us and them (such as loss adjusters);
- · other Liberty Mutual Insurance Group companies (both inside and outside the EEA);
- · any agent or representative acting for you;
- · recognised trade, governing and regulatory organisations we belong to or are governed by;
- the police, other law-enforcement agencies, government agencies or regulatory authorities, and any other person or organisation to comply with insurance law; and
- any other person where necessary to perform any insurance contract with you, in order to protect ourselves from risk
 or to ensure regulatory compliance or good governance.

We may exchange information with the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us check information and to prevent fraudulent claims. When we deal with your request for insurance, we may search these registers.

Under the conditions of your policy, you must tell us about any incident which may lead to a claim.

More information and contacting us

You can ask us for a copy of the information we hold about you by writing to our Data Protection Officer (see contact details below) and enclosing a cheque for £10. Please allow up to 40 days for us to send this information to you. You may also ask us to change or delete any information we hold about you.

For a full copy of this notice including further details on how your personal information may be used for credit reference and fraud prevention purposes, please see the **Privacy Policy** which you can view by visiting www.liueurope.com/privacy-policy, or if you wish to request a hard copy or have any questions about this notice, please contact our Data Protection Officer at Liberty Mutual Insurance Europe Limited, 20 Fenchurch Street, London EC3M 3AW.



CORPORATE INFORMATION

Liberty Mutual Insurance is a trading name of Liberty Mutual Insurance Europe Limited, a firm authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number 202205). Registered in England and Wales at 20 Fenchurch Street, London EC3M 3AW. Registered Number: 1088268.





THE SCHEDULE

POLICY NUMBER:	LOAANFCM004			
INSURED:	The individual officers, committee and members for the time being of the British Cycling Federation Limited and as more fully described in Endorsement No 1			
ADDRESS:	DDRESS: National Cycling Centre Stuart Street Manchester M11 4DQ			
BUSINESS:	Governing Body for all forms of cycling approved by the British Cycling Federation including the management of registered events. Track repair/maintenance			
PERIOD OF INSURA	NCE: From: 1st April	2015 To:	31st March 2016	
	(Both Dates Inclusive	2)		
	Renewal Date:	1st April 2016		
PREMIUM: Section	1 £xxxxx	minimum & deposit adjust	minimum & deposit adjustable at	
	0.10% on clerical wag	0.10% on clerical wages		
		1.00% on coaches/mechanics/other wages		
	and as more fully desc	cribed in Endorsement No 1		
Section	2 & 3 £ xxxxx	£ xxxxx minimum & deposit adjustable at		
			x	
	and as more fully desc	cribed in Endorsement No 1		
	Plus Insurance Premi	um Tax £ xxxxx		
SELF-INSURED RETI	ENTION:			
Section	1 £0.00	each and every claim as mo General Definitions	ore fully described in	
Section	2 & 3 £2,000.00	· ·	pect of third party property ribed in General Definitions	
LIMIT OF INDEMNIT	ΓY: Section 1	£10,000,000.00	any one Event	
	Sublimit-Terrorism	£5,000,000.00	any one Event	
	Section 2	£10,000,000.00	any one Event	
	Section 3	£10,000,000.00	any one Event and in	
			the aggregate for the Period of Insurance	



ENDORSEMENTS:	ENDORSEMENT NO.1: Abuse/Molestation Extension - Claims Made, Claims	
	Condition, Coaching Exception, Commercial Organisations Extension, Cover	
	Extension, Cycling for Business Exception, Dernys Extension, Dernys on Public	
	Highway Exception, Invited Guests Extension, Libel and Slander Extension, Member	
	to Member Exception, Named Insured, Other Insurances Condition (Amended),	
	Premium Payment and Unauthorised Movement of Vehicles Extension	





Endorsement No.1

Effective Date: 1st April 2015 Policy Number: LOAANFCM004

Issued to: The individual officers, committee and members for the time being of the British

Cycling Federation Limited and as more fully described in Endorsement No 1

With effect from 1st April 2015, the undernoted amendments are made to the Policy

1. The Named Insured shown in The Schedule is deleted and re-stated as follows:

The individual officers, committee and members for the time being of the British Cycling Federation Limited, and clubs, organisations and events (including officials and participants) affiliated to and registered with the British Cycling Federation Limited who have applied to the British Cycling Federation Limited and have been accepted for cover within the terms of the Policy

Also including British Cycling Events Limited and/or The British Cycling Federation Promotions Limited and/or English Cycling Union Limited

- 2. The Policy is extended to include indemnity to the following principals:
 - (i) Group Lotus plc only in respect of use by the Insured of the Group Lotus test track situate Potash Lane, Hethel, Norwich NR14 8EZ and the surrounding facilities
 - (ii) Ministry of Defence and Qinetiq only in respect of use by the Insured of the Barnsfield Heath, Nr Christchurch Hampshire SO21 3NP and the surrounding facilities
 - (111) Ford Motor Company Ltd only in respect of use by the Insured of the Ford Test Track situate Dunton Technical Centre, Laindon, Basildon, Essex SS15 6EE and the surrounding facilities
- 3. The Premium shown in The Schedule is to be paid in instalments as shown below on or by the following dates:
 - 1st April 2015 50% of the Premium
 - 1st August 2015 25% of the Premium
 - 1st December 2015 25% of the Premium
- Exception 4 is added to Exceptions applicable to Section 2 Public Liability
 - 4. arising from one individual member to any other member of an Insured party:
 - whilst both members are participating in a race, time trial, or timed event; (a)
 - (b) from cycling and where both members are of the same immediate family.



- 5. Extensions 4, 5 and 6 are added to Extensions applicable to Section 2 Public Liability
 - 4. Abuse/Molestation Extension

This Extension is written on a 'CLAIMS MADE' basis and only covers Events that occur after the Retroactive Date and during the Period of Insurance

and

in respect of which a claim is both first made against the Insured and notified to the Company during the Period of Insurance.

This Section is extended to indemnify the Insured against all sums that the Insured shall become legally liable to pay, in respect of actual or alleged:

(i) abuse or bullying, whether physical or verbal, of;

or

 (ii) criminal acts, improper behaviour, or gross misconduct, involving sexual activity, sexual abuse, or molestation, involving;

any individual who is, or was at any time, in the care, custody, or control of the Insured, or any Employee of the Insured, which occurs after the Retroactive Date, and for which a claim is first made against the Insured and notified to the Company during the Period of Insurance.

For the purpose of this Extension such liability shall include any related claims alleging, or arising from, a failure on the part of the Insured, or the Insured s Employees, or persons working on behalf of the Insured, to protect and/or supervise adequately such individuals.

The indemnity granted under this Extension is subject to the following:

(i) Limit of Indemnity: £2,000,000.00 in the aggregate

(ii) Self-Insured Retention: £2,000.00 each and every claim as more fully described

in General Definitions

(iii) Retroactive Date: as stated in The Schedule

- (iv) If the Policy is not renewed or is cancelled, then, in respect of claims falling within the indemnity granted by this Extension, the Insured shall have 30 days beyond the expiry date of the Period of Insurance in which to notify the Company of either:
 - (a) any claim made against the Insured, received prior to the expiry date of the Policy; or
 - (b) any circumstance that may give rise to a claim being made against the Insured, of which the Insured became aware prior to the expiry date of the Policy;

arising from an Event that happened after the Retroactive Date and during the Period of Insurance.

5. Exception 2 (a) applicable to Section 2 – Public Liability shall not apply to liability arising from any vehicle not owned, hired by, or lent to the Insured which is being driven by the Insured or an employee of the Insured with the Insured s permission, whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle or bicycle owned, hired by, or lent to the Insured, any employee of the Insured, or any member.



Provided always that:

- (i) movements are limited to vehicles parked on, or obstructing, the Insured□s own premises or any site at which the Insured are working;
- (ii) the vehicle causing the obstruction will only be driven by a person competent to drive the vehicle;
- (iii) the vehicle causing the obstruction is driven using the owner□s ignition key.

Further, the Company shall not indemnify the Insured against:

(a) damage to the vehicle;

or

- (b) where compulsory insurance or security is available under any road traffic legislation governing the use of the vehicle
- 6. The indemnity provided under Section 2 Public Liability shall extend to include:
 - (a) Invited Guests;
 - For the purpose of this Extension Invited Guests shall mean guest members of the British Cycling Federation.
 - (b) registered events by commercial organisations including "The Tour of Britain";
 - (c) the use of dernys and motorcycles to a maximum of 125 c.c. whilst on track.
- 6. Exception 11 of General Policy Exceptions Exceptions applicable to Sections 2 and 3 is deleted.
- 7. Exceptions 12, 13 and 14 are added to General Policy Exceptions Exceptions applicable to Sections 2 and 3
 - 12. arising from the use of any derny and/or small moped and/or motorcycle to a maximum of 125 c.c. on any Public Highway.
 - 13. arising from or out of any cycling used for business purposes.
 - 14. arising from or in connection with any coaching activities where any individual is earning more than £15,000.00 per annum from such activities other than those declared to the Company for which an additional premium may be charged.
- 8. Extension 10 is added to General Policy Extensions
 - 10. The Company hereby agrees to indemnify the Insured against all sums that the Insured shall become legally liable to pay in respect of any act of libel or slander committed or uttered in good faith by the Insured that arises in connection with the Business from an Event that occurs during the Period of Insurance, and for which a claim is first made against the Insured and notified to the Company during the Period of Insurance.

Limit of Liability:

£250,000.00 any one Event and in the aggregate for the Period of Insurance

Provided that the Company shall not be liable for the first 10% of the amount payable in respect of any claim, including claimant□ s costs and expenses

Condition 12 of General Policy Conditions is deleted other than in respect of legal proceedings that are or
may be subject to the jurisdiction of the United States of America and/or Canada and/or their respective
possessions or protectorates.



10. This Policy shall not indemnify any individual who is not a Gold, Silver or Ride member of the British Cycling Federation Limited at the time of an incident giving rise to a claim

Subject to the terms, Conditions, limits and Exceptions of this Policy

Authorised Representative of Liberty Mutual Insurance Europe Limited



Date : 26th May 2015

