
Certificate of Insurance

Effected by

Tokio Marine HCC

HCC International Insurance Company PLC

Certificate No. HCCI/084290/00/2022

Liability Insurance

SCHEDULE TO THE POLICY

Insurance Broker

Tysers
44166
Camomile Street
London
EC3A 7PG

Assured

HERO Events Ltd &/or HERO Club Ltd t/as HERO ERA
35 Dover Street
London
W15 4NQ

Business of the Assured

Event Organiser &/or Tour Operator &/or Travel Agent of Motor Rallies
(and no other for the purpose of this Policy)

Period of Insurance

From 03/02/2022 to 02/02/2023
both dates inclusive Local Standard Time

Limits of Indemnity

See Appendix 1

Excess

See Appendix 2

Applicable Wordings and Conditions

See Appendix 3

Premium (GBP)

Minimum & Deposit (subject to adjustment in accordance with General Condition 3)	Insurance Premium Tax
GBP11,750.00	GBP1,410.00

It is understood and agreed that Underwriters liability shall not exceed the limits of liability expressed in the Schedule or such other limits of liability as may be substituted by memorandum hereon or attached hereto signed by or on behalf of Underwriters

SEVERAL LIABILITY NOTICE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown below.

IN WITNESS WHEREOF this Policy has been signed as follows:

100.00 % HCC International Insurance Company PLC (the "Underwriters")

Important Notices

All claims and enquiries should be addressed to:

HCC International Insurance Company PLC
Fitzwilliam House
10 St Mary Axe
London
EC3A 8BF

Telephone: 020 7680 3000

The Proposal or any other information supplied by the Assured forms part of the contract of insurance.

You are reminded that a failure to comply with your duty to disclose all material facts accurately and completely at inception, and all material changes during the period of cover could result in the contract being avoided by Underwriters, and/or claims not being met. You are also reminded that claims must be promptly notified in accordance with the terms herein and that all material facts pertaining thereto must be disclosed.

The due observance and fulfilment of the terms and conditions of this Certificate insofar as they relate to anything to be done or complied with by the Assured shall be a condition precedent to any liability of Underwriters to make any payment under this Certificate.



HCC International Insurance Company PLC is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.

Please read this document carefully to ensure it meets your requirements. Please advise HCC International Insurance Company PLC immediately if any of the details contained herein are incorrect.

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Appendix 1 - Limits of Indemnity

Section 1 - Public / Products Liability

GBP 5,000,000 any one occurrence, and in all any period of insurance in respect of Products

Section 2 - Professional Indemnity

GBP 1,000,000 any one loss and in all any one period of insurance

Section 3 - Employers Liability

Not Insured

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Appendix 2 - Excesses

Section 1 - Public / Products Liability

GBP 1,000 per person (limited to GBP 5,000 any one occurrence)

GBP 250 each and every occurrence with respect of damage to Property

Section 2 - Professional Indemnity

GBP 250 per person

GBP 1,250 any one occurrence

Section 3 - Employers liability

N/A

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Appendix 3 - Applicable Wordings and Conditions

Policy Wording: Event CL01/22

Endorsements:

Title

Coronavirus Exclusion
Jurisdiction Clause (Worldwide Excluding USA & Australia)
Vehicle Exclusion
Motor Trade Exclusion (Tour Ops) - With £500k Buyback
Medical Malpractice Exclusion

Endorsements

Coronavirus Exclusion

The following exclusion is added to sections 1 and 2 of the Policy

This Section does not provide indemnity in respect of liability arising out of or in any way connected with the presence of or exposure to coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof and/or any action taken in controlling, preventing, suppressing or in any way relating to coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

Subject otherwise to the Policy terms Conditions Limitations and Exclusions

Jurisdiction Clause (Worldwide Excluding USA & Australia)

It is hereby understood and agreed that:-

- a) The Indemnity provided by this Insurance shall apply only to judgements of first instance against the Insured in the Courts of any Country in the World EXCLUDING the United States of America &/or Australia and not to judgements or orders obtained in the said Courts for the enforcement of foreign judgements whether by way of reciprocal agreements or otherwise,

And

- b) The premium for this Insurance has been calculated accordingly and no consideration has been paid in respect of liability arising under any other law or the jurisdiction of any other Courts.

Subject otherwise to the Policy terms Conditions Limitations and Exclusions

Vehicle Exclusion

Exclusion 3 to Section 1 shall be amended to read:

from Bodily Injury or damage to Property:

- a) that arises out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle or arises out of the ownership, possession or use of an mechanically propelled vehicle by any customer of the Insured unless arising out of the neglect, error, or omission of the Insured
- b) caused by any craft designed to travel in, or through, air, space or water, other than hand-propelled water craft. This exclusion shall not apply in respect of liability attaching to the Insured by virtue of the act or omission of any supplier of services to the Insured in connection with a contract with a consumer, to which 'The Package Travel, Package Holidays & Package Tours Regulations 1992' or 'The Package Travel and Linked Travel Arrangements Regulations 2018' apply, provided that the craft is not under the ownership or control of the Insured
- c) arising out or in connection with track and/or circuit or off-road vehicle driving activities

Extension 3 Car Parks and Extension 4 Contingent Motor Liability to Section 1 are deleted

Subject otherwise to Policy terms conditions and exclusions

Motor Trade Exclusion (Tour Ops) – With £500k Buyback

Insurers shall not provide indemnity in respect of liability arising out of:

- a) any Goods which are intended for use in a motor vehicle where such Goods are critical to the safety of the vehicle or
- b) the servicing alteration maintenance or repair of any motor vehicle where such work is critical to the safety of the vehicle

This Exclusion shall not apply provided that

- i. Insurers' total liability to pay Damages (including claimants' costs fees and expenses and Defence Costs shall not exceed £500,000 in the aggregate respect of all occurrences or series of occurrences arising out of one originating cause during the Period of Insurance
- ii. the Insured shall be responsible for the first £10,000 of each and every claim
- iii. the Insured will at all times retain full rights of recourse against those supplying any Goods or otherwise providing to the Insured a service in connection with any Goods or any component part thereof

Subject otherwise to the Policy terms, conditions, limitations and exclusions

Medical Malpractice Exclusion

Insurers shall not indemnify the Insured in respect of liability arising out of or in connection with

- a) the provision of or omission to provide any medical clinical or surgical diagnosis advice treatment remedy or prescription

or

- b) any other breach of professional duty

Subject otherwise to all the Terms, Conditions, Limitations and Exclusions of the Insurance

EVENT ORGANISERS AND/OR TOUR OPERATORS AND/OR TRAVEL AGENTS COMBINED LIABILITY INSURANCE

POLICY WORDING

POLICY DEFINITIONS

1. **Business** is as stated in the Schedule and, for the purposes of Section 3 of this Insurance only, shall include:
 - (a) the provision and management for the benefit of the **Insured's Employees** of canteen, social, sports and welfare organisations, and first aid, fire and ambulance services;
 - (b) the ownership, repair and maintenance of the **Insured's** premises;
 - (c) private work carried out with the consent of the **Insured** for directors, partners or senior officials of the **Insured** by any **Employee**.
2. **Bodily Injury** means death, injury, illness, or disease, nervous shock, mental anguish, and mental illness.
3. **Property** means physical and tangible property.
4. **Goods** means any product, or any part of any product, manufactured, sold, supplied, repaired, serviced, altered, treated or processed by the **Insured** in connection with the **Business**.
5. **Employee** means any:
 - (a) person under a contract of service or apprenticeship with the **Insured**;
 - (b) self-employed person;
 - (c) person hired to or borrowed by the **Insured** from another employer;
 - (d) person undertaking study or work experience or youth training scheme;
 - (e) a voluntary helper;while working for the **Insured** at their direction, control and supervision in connection with the **Business**.
6. **Insured** means the person, persons, or corporate body named in the Schedule.
7. **Insurers** means HCC International Insurance Company PLC.
8. **Excess** means the amount(s) stated in the Schedule, which shall be payable by the **Insured** for each claim or **Occurrence** in respect of all damages, claimant's costs and expenses, and defence costs and expenses, before the **Insurers** shall be liable to make any payment under this Insurance.
9. **Territorial Limits** means Worldwide, unless otherwise endorsed on the Schedule.
10. **Occurrence** means an event or series of events emanating from or attributable to one originating cause.
11. **Pollutants** means 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.
12. **Limit of Liability** means the total liability of **Insurers** for all amounts payable in accordance with the terms of this Insurance, and shall not exceed the amount(s) stated in the Schedule.
13. **Period of Insurance** means the period stated in the Schedule.
14. **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.
15. **Europe** means any country in the European Union, Channel Islands, Iceland, Monaco, Norway, Switzerland, Andorra, Lichtenstein and San Marino

SECTION 1 - PUBLIC/PRODUCT LIABILITY INSURANCE

OPERATIVE CLAUSE

Insurers will indemnify the **Insured** against all sums that the **Insured** shall become legally liable to pay as damages, including claimants' costs and expenses, in respect of:

- (i) accidental **Bodily Injury** to any person;
- (ii) accidental damage to **Property**;

that occurs during the **Period of Insurance**, in connection with the **Business** and happening anywhere within the **Territorial Limits**

Provided that:

- (1) The liability of **Insurers** in respect of all claims arising out of any **Occurrence** shall not exceed the **Limit of Liability** specified in the Schedule.
- (2) Where the **Bodily Injury** or damage to **Property** is caused by **Goods**, **Insurers'** liability shall not exceed in aggregate the **Limit of Liability** specified in the Schedule in any one **Period of Insurance**

DEFENCE COSTS AND EXPENSES

In respect of a claim for which indemnity is provided **Insurers** will indemnify the **Insured** against:

- (1) all other costs and expenses incurred with **Insurers'** prior written consent in connection with the investigation, defence and/or settlement of any claim(s); and
- (2) costs incurred with **Insurers'** prior written consent for representation of the **Insured** in any proceedings in a coroner's court fatal accident enquiry, or similar forum or any court of summary jurisdiction, arising out of any death or alleged breach of statutory duty, the circumstances of which may be the subject of indemnity under this Insurance

Such payments shall be payable:

- (a) in addition to the **Limit of Liability** in respect of claims made or brought against the **Insured** other than in the United States of America and/or Canada; or
- (b) in diminution of the **Limit of Liability** in respect of claims made or brought against the **Insured** in the United States or America and/or Canada

EXCLUSIONS TO SECTION 1

Insurers shall not indemnify the **Insured** in respect of liability arising directly or indirectly:

1. from **Bodily Injury** to any **Employee** arising out of or in the course of employment by the **Insured** in the **Business**.
2. from damage to **Property** belonging to, or in the care, custody or control of the **Insured**, other than personal effects belonging to an **Employee** or visitor, but this exclusion shall not apply to baggage belonging to clients or customers of the **Insured**
3. from **Bodily Injury** or damage to **Property**:
 - (a) that arises out of the ownership, possession, or use, by or on behalf of the **Insured** of any mechanically propelled vehicle, when such vehicle is being used in circumstances that would require insurance or security to be effected by reason of any road traffic or similar legislation or regulation;
 - (b) caused by any craft designed to travel in, or through, air, space or water, other than hand-propelled water craftThis exclusion shall not apply in respect of liability attaching to the **Insured** by virtue of the act or omission of any supplier of services to the **Insured** in connection with a contract with a consumer, to which 'The Package Travel, Package Holidays & Package Tours Regulations 1992' or 'The Package Travel and Linked Travel Arrangements Regulations 2018' apply, provided that the vehicle or craft is not under the ownership or control of the **Insured** that attaches by virtue of an agreement but would not have attached in the absence of such agreement
4. out of the ownership, occupation or management by the **Insured** of any premises outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
5. from **Goods** in respect of:
 - (a) any loss, cost or expense incurred in replacing, repairing, recalling, maintaining, reconditioning or modifying the **goods**, or any part of the **goods**
 - (b) any refund or repayment, in whole or in part, of the purchase price or any part thereof in respect of the **goods**
 - (c) design, specification, instructions or advice provided other than as part of the **Insured's** contract for the manufacture, sale, supply, repair, service, alteration, treatment or processing of the **goods**.
 - (d) arising out of the incorporation of **goods** into the structure, machinery or controls of any aircraft.
6. arising from exposure or alleged exposure to asbestos or materials or products containing asbestos.
7. for loss of, damage to, deterioration or corruption (whether permanent or temporary) of, loss of use of, reduction in functionality of, repair of, replacement of, or restoration or reproduction of any "Data", or for any monetary amount pertaining to the value of such "Data".
- 8.

For the purpose of this Exclusion the following definitions apply:

"Computer Systems" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, "Data" storage device, networking equipment or back up facility.

"Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by "Computer Systems".

EXTENSIONS TO SECTION 1

1. **Tenant's Liability**

Exclusion 2 to Section 1 shall not apply to liability for damage to **Property**, including fixtures or fittings, leased or rented to the **Insured**. Provided that this extension shall not apply to liability assumed by the **Insured** under a tenancy or other agreement which would not have attached in the absence of such agreement.

2. **Defective Premises Act, 1972**

The indemnity provided by this section shall extend to liability incurred by virtue of Section 3 of the Defective Premises Act, 1972 or Section 3 of the Defective Premises Measure (Northern Ireland) 1974, or any amendment or replacement thereto, in connection with premises which have been disposed of by the **Insured**. **Insurers** will not provide an indemnity:

- (a) for the costs of remedying any defect or alleged defect in such premises;
- (b) where the **Insured** is entitled to indemnity from any other source, in which case the indemnity afforded by this Extension shall only indemnify the **Insured** in respect of amounts in excess of the amounts payable from such other source.

3. **Car Parks**

Exclusion 2 to Section 1 shall not apply in respect of liability for damage to visitors' or **Employees'** motor vehicles (including contents or accessories) whilst within any car park for which the **Insured** is responsible, provided that:

- (a) such vehicle is not lent or hired to the **Insured**;
- (b) if any charge be made for the parking of the vehicles a ticket bearing a disclaimer of liability shall be issued to every person paying such charge;
- (c) this extension shall not apply to loss or damage due to the driving of any vehicle by any **Employee** of the **Insured**.

4. **Contingent Motor Liability**

Notwithstanding Exclusion 3 to Section 1 **Insurers** will indemnify the **Insured** in respect of legal liability for **Bodily Injury** or damage to **Property** caused by or arising from any motor vehicle, not belonging to or provided by the **Insured**, being used in the course of the **Business**, except that **Insurers** shall not provide indemnity against liability in respect of damage to any such vehicle:

- (a) for which indemnity is provided by any other insurance; or
- (b) caused or arising whilst such vehicle is:
 - i. engaged in racing, pace-making, reliability trials or speed testing; or
 - ii. being driven by the **Insured**; or
 - iii. being driven with the general consent of the **Insured** or of his representative by any person who, to the knowledge of the **Insured** or 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; or
 - iv. being used outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.

5. **Emergency Assistance**

Insurers will indemnify the **Insured** in respect of costs and expenses incurred by the **Insured** in providing emergency assistance to any customer or, in the event of the death of the customer, the customer's legal representatives, where such customer:

- (a) suffers **Bodily Injury** arising out of an activity that does not form part of a package travel arrangement or an excursion or other service sold or supplied by the **Insured** in connection therewith; and
- (b) such **Bodily Injury** has resulted other than through fault on the part of the **Insured**, their agents or authorised representatives.

Provided that:

- (a) the indemnity shall not apply in respect of any solicitors' or other legal costs or expenses incurred without **Insurers'** prior consent;
- (b) the indemnity shall not apply to the first £250 in respect of any one customer or the first £1,000 in respect of all customers on any one booking form, whichever is the less;
- (c) **Insurers** shall be entitled to take over and prosecute for their own benefit any claim for the recovery of any sums which have been paid under the terms of this Extension against any person, including the customer or, in the event of the death of the customer, his legal personal representatives, and the **Insured** shall give all information and assistance required by **Insurers** to enable them to pursue any recovery.

The liability of **Insurers** under this Extension for all sums payable by the **Insured** in respect of costs and expenses incurred in respect of all customers on any one booking form shall not exceed the sum of £5,000.

6. **French Civil Code**

Insurers will indemnify the **Insured** in respect of liability incurred under the following sections of the French Civil Code:

Recours de voisin (Articles 1382, 1383 and 1385)

Risque locative (Articles 1733, 1734 and 1735)

SECTION 2 - PROFESSIONAL INDEMNITY INSURANCE

OPERATIVE CLAUSE

Insurers will indemnify the **Insured** against:

- (i) damages, including claimants' costs and expenses, arising from any claim or claims first made against the **Insured** by a client or customer and notified to **Insurers** during the **Period of Insurance**, as a direct result of negligence and/or breach of contract in the conduct of the **Insured's Business**; and
- (ii) costs and expenses incurred by or on behalf of the **Insured** with **Insurers'** prior written consent in the investigation, defence and/or settlement of any claim(s).
- (ii) **Insurers** will in addition pay all other costs and expenses (other than costs incurred in endeavouring to effect recovery in accordance with Extensions to Section 2, Extension 1 Dishonesty of Employees Extension) incurred with **Insurers'** written consent in the investigation, defence or settlement of any claim

Provided always that **Insurers'** total liability under this Section shall not exceed in aggregate the **Limit of Liability** specified in the Schedule in respect of all claims made against the **Insured** during any one **Period of Insurance**.
The excess shall not apply to Other Costs.

EXTENSIONS TO SECTION 2

Subject otherwise to the terms and conditions of this insurance **Insurers** will indemnify the **Insured** against liability at law for damages and claimants' costs and expenses in respect of claims arising out of the conduct of the **Business** made against the **Insured** and notified to **Insurers** during the **Period of Insurance** arising from the following where shown as included in the Schedule:

1. Dishonesty of Employees

Any dishonest or fraudulent act or omission on the part of any Employee provided that:

- a) No person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity
- b) If **Insurers** so request the **Insured** shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the legal representatives of such person
- c) The following shall be deducted from any amount payable under this Extension:
 - Any monies which but for such dishonest or fraudulent act or omission would be due from the **Insured** to the person committing or condoning such act or omission
 - Any monies held by the **Insured** and belonging to such person
 - Any monies recovered following action as described in b) above
- d) **Insurers** shall not be liable for any claim arising from any dishonest or fraudulent act or omission committed by:
 - Any person after the discovery in relation to that person of reasonable cause for suspicion of fraud or dishonest
 - Any director of the **Insured**

2. Loss of or Damage to Documents

- a) All sums which the **Insured** shall become legally liable to pay up to £5,000 any one claim
- b) All costs and expenses reasonably incurred by the **Insured** in replacing or restoration up to a maximum of £5,000

In consequence of and in respect of loss of or damage to Documents sustained whilst the Documents are in transit or in the custody of the **Insured** or of any person to whom the **Insured** has entrusted them.

Documents shall mean:

- c) Documents (excluding bearer bonds, coupons, bank or currency notes or other negotiable instruments)
- d) Paper computer systems records

Not the property of the **Insured** but for which the **Insured** is responsible.

Rectification

For claims first notified by the **Insured** during the **Period of insurance** relating to additional expenses directly incurred, with the prior written consent of the **Insurers**, in successfully rectifying a problem which otherwise would lead to a claim in excess of such expenses under Operative Clause (i) of this Policy.

If the **Insured** is unable to get approval from the **Insurers** due to time constraints or lack of detailed information, the **Insurers** will pay such expenses provided that the **Insured** can demonstrate that:

- a) Such expenses were less than the amount of a potential claim; and
- b) The amount is reasonable; and
- c) The **Insured's** client has received the same level and quality of service or deliverables that they were originally entitled to receive.

Any payment made under this Clause will exclude the **Insured's** lost profit, mark-up, or VAT or its equivalent and compensation for management time or any lost files or commissions from any other client or potential client. If a claim should later be made the amount of expenses paid under this section will be deducted from the Indemnity limit for that claim.

EXCLUSIONS TO SECTION 2

Insurers shall not be liable to indemnify the **Insured** against any liability arising directly or indirectly:

1. from the ownership, possession, or use, by the **Insured** of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle.
2. from dishonest, fraudulent, malicious, or illegal act or omission of the **Insured** or their **Employees**.
3. from Libel, Slander or Malicious Falsehood.
4. from Passing Off or Infringement of Patent, Copyright, Registered Design, Trademark or Trade Name.
5. which attaches by virtue of an agreement but which would not have attached in the absence of such an agreement.
6. from the insolvency or bankruptcy of the **Insured** or any other party involved in supplying any part of any travel or accommodation or other services booked through the **Insured**.
7. from **Bodily Injury** or damage to **Property** unless arising out of the **Insured's** failure to arrange adequate connected travel insurance.
8. from any circumstance(s) that might give rise to a claim against the **Insured**, of which the **Insured** is or are aware, or ought reasonably to be aware, at inception or renewal of this Insurance, whether notified under any other insurance or not.
9. for loss of, damage to, deterioration or corruption (whether permanent or temporary) of, loss of use of, reduction in functionality of, repair of, replacement of, or restoration or reproduction of any "Data", or for any monetary amount pertaining to the value of such "Data".

For the purpose of this Exclusion the following definitions apply:

"Computer Systems" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, "Data" storage device, networking equipment or back up facility.

"Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by "Computer Systems".

SECTION 3 - EMPLOYER'S LIABILITY INSURANCE

OPERATIVE CLAUSE

Insurers will indemnify the **Insured** in respect of all sums that the **Insured** shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of **Bodily Injury** caused to any **Employee** that occurs during the **Period of Insurance**. Provided that:

1. such **Employee** is either:
 - (a) in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man; or
 - (b) temporarily outside the countries named in (a), provided that such **Employee** is ordinarily resident in any of the aforesaid countries or
 - (c) any other person employed by the **Insured**, provided that:
 - i. they are employed under a contract of employment with the **Insured** made in **Europe**
 - ii. they are ordinarily resident in **Europe**; and
 - iii. irrespective of whether they are resident in the country in which they are employed, suffer **Bodily Injury**.
2. **Insurers** shall not provide indemnity in respect of any amount payable:
 - (a) under any Workmen's Compensation, Social Security, Health Insurance or similar legislation
 - (b) in respect of claims made under proviso 1 (c) above, pursuant to any judgment or award made by a court or tribunal whose seat is outside **Europe**

The indemnity provided by this Section is deemed to be in accordance and comply with that required by the provisions of any law relating to the compulsory insurance by employers of liability to **employees** in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, but the **Insured** shall indemnify **Insurers** in respect any sums **Insurers** have to pay, which **Insurers** would not have been liable to pay but for the provisions of such law(s).

PAYMENT OF OTHER COSTS AND EXPENSES

Insurers will also pay:

- (a) all other costs and expenses incurred with their prior written consent in connection with the investigation, defence or settlement of any claim covered by this Insurance; and
- (b) costs incurred with **Insurers'** prior written consent for representation of the **Insured** in any proceedings in a coroner's court, fatal accident enquiry, or similar forum or any court of summary jurisdiction, arising out of any death or alleged breach of statutory duty the circumstances of which may be the subject of indemnity under this Insurance.

Such payments shall be included within the **Limit of Liability** stated in the Schedule.

EXCLUSION TO SECTION 3

Insurers shall not provide an indemnity against liability in respect of which compulsory insurance or security is required:

- (i) under the Road Traffic Act 1988 of the Road Traffic Act (Northern Ireland) Order 1981 or any subsequent Legislation amending or replacing such Act or Order, or
- (ii) under any other road traffic legislation.

EXTENSIONS TO SECTION 3

1. Overseas Contingent Employers' Liability

Insurers will indemnify the **Insured** against liability for **Bodily Injury**:

- (a) sustained by an **Employee** arising out of and in the course of his employment by the **Insured**; and
- (b) which occurs outside the United Kingdom in a country where such liability is compulsorily insurable or subject to any Workman's Compensation or similar legislation.

Provided that the indemnity afforded by this Extension shall only apply to any amount payable in excess of any limits applicable under any compensation or similar scheme or any policy of insurance effected to comply with the requirements of the country where the **Bodily Injury** was sustained.

2. Unsatisfied Court Judgments

Where a judgment for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee**:

- (a) in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of employment by the **Insured**;
- (b) against any individual resident in premises within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man in any court situate in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment, **Insurers** will, at the **Insured's** request, pay to the **Employee**, or the legal personal representatives of the **Employee**, the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- (i) there is no appeal against the judgment outstanding;
- (ii) if **Insurers** make payment the **Employee** or the said legal personal representatives shall assign the judgment to the **Insurers**;
- (iii) Section 3 of this Insurance is operative at the time that such **Bodily Injury** is caused;
- (iv) **Insurers'** liability for damages, costs, and expenses shall not exceed the **Limit of Liability** stated in the Schedule.

GENERAL EXTENSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

1. **Consortium Clause**

Insurers will indemnify the **Insured** whilst in a Consortium or Joint Venture with others, but **Insurers'** liability shall be limited to that part of the work done by the **Insured** and not such liability as is assumed by the **Insured** under contract within the Consortium or Joint Venture.
2. **Cross Liabilities**

Where more than one party comprises "The **Insured**", **Insurers** will provide indemnity to each in the same manner and to the same extent as if a separate insurance had been issued to each provided that the total amount payable in respect of damages shall not exceed the **Limit of Liability** specified in the Schedule.
3. **Indemnity to Directors, Executives and Employees**

At the request of the **Insured**, **Insurers** will also indemnify:

 - (a) any director of the **Insured** or **Employee** while acting in the course of the **Business** in respect of liability for which the **Insured** would have been entitled to indemnity under this Policy if the claim against any such person had been made against the **Insured**;
 - (b) any officer member or **Employee** of the **Insured's** social sports or welfare organisation or first aid or ambulance service in his or her respective capacity as such;
 - (c) any director, partner or senior official of the **Insured** in respect of private work carried out by any **Employee** for any such person with the consent of the **Insured**;
 - (d) in the event of the death of the **Insured**; the personal representatives of the **Insured** in respect of liability incurred by the **Insured**.

Provided that:

 - (i) such person shall act as though they were the **Insured**, and shall be subject to, observe, and comply with the terms, exceptions and conditions of this Insurance so far as they can apply; and
 - (ii) the indemnity provided to any such person shall not in any circumstances increase Insurers' liability to pay more than the **Limit of Liability** in respect of an **Occurrence** or in the aggregate in any one **Period of Insurance**, whichever is applicable.
4. **Indemnity to Principals**

Where any contract or agreement entered into by the **Insured** for the performance of work so requires Insurers will indemnify the principal in like manner to the **Insured** in respect of the principal's liability arising from the performance of work by the **Insured** provided that:

 - (a) the conduct and control of claims is vested in Insurers;
 - (b) the principal shall be subject to, observe, and comply with the terms, exceptions and conditions of this Insurance in so far as they can apply;
 - (c) the indemnity provided to any principal shall not in any circumstances increase Insurers' liability to pay more than the **Limit of Liability** in respect of an **Occurrence** or in the aggregate in any one **Period of Insurance**, whichever is applicable.
5. **Indemnity to Venue Owners or Operators**

Where required by the terms of any contract or agreement entered into by the **Insured** for the hire of a venue, **Insurers** will indemnify the owners and/or operators of the venue under Sections 1 and 2 of the Policy against liability that arises solely out of the negligence of the **Insured** and in connection with the **Insured's** use of the venue.

Provided that:

 - (a) the conduct and control of any claim is vested in **Insurers**;
 - (b) the owners and/or operators of the venue shall be subject to, and observe and comply with, the terms, exclusions, and conditions of the Policy insofar as they can apply;
 - (c) the indemnity granted under this extension shall not apply to liquidated damages or damages awarded under a penalty clause;
 - (d) if there is more than one venue owner or operator, **Insurers** will provide indemnity to each in the same manner and to the same extent as if a separate insurance had been issued to each; and
 - (e) in no circumstances shall the indemnity granted under this extension increase **Insurers** liability above the Limit of Liability in respect of any Occurrence or in the aggregate for any **Period of Insurance**.
6. **Health and Safety at Work etc. Act**

Insurers will at their discretion indemnify the **Insured**, or any **Employee** of the **Insured**, against costs and expenses incurred with the written consent of Insurers in connection with the defence of a prosecution (including any appeal, where Counsel advises there are reasonable prospects of success in an appeal against any 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 equivalent safety legislation of Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

Provided that:

 - (i) the proceedings relate to an offence alleged to have been committed during the course of the **Business**, and the circumstances of which may be the subject of indemnity under this Insurance;
 - (ii) should Insurers agree to provide an indemnity under this Extension, Insurers shall not in any circumstances be liable:
 - (a) for any fines or penalties imposed upon the **Insured** or any **Employee**;
 - (b) for the **Excess**;
 - (c) where the prosecution results from a deliberate management decision, act, or omission.
 - (iii) Insurers' liability under this Extension shall not exceed £250,000 in the aggregate during the **Period of Insurance**.
7. **Unsatisfied Court Judgments**

In the event of:

 - (a) the **Insured** being awarded damages and assessed costs by judgment in any Court within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man ("the Territories") in respect of Personal Injury or damage to **Property** sustained within the Territories; and
 - (b) the damages and costs are awarded in circumstances which, had the position of the **Insured** and the responsible party been reversed, would have entitled the **Insured** to an Indemnity under this Insurance; and
 - (c) the judgment remains unsatisfied in whole or in part six months after the date of the said award;

Insurers will pay to the **Insured** the outstanding amount of the Judgment.

Provided that:

 - (i) there is no appeal against the judgment outstanding;
 - (ii) having made such payment Insurers shall be entitled at their own expense and for their own benefit to enforce the **Insured's** unsatisfied rights against the judgment debtor;
 - (iii) Insurers' liability for damages and costs shall not exceed the **Limit of Liability** stated in the Schedule;
 - (iv) this extension does not apply to Section 3 - Employers' Liability, of this Insurance.

8. **Data Protection**

Insurers will also indemnify the **Insured** against their legal liability to pay damages including claimants' costs fees and expenses arising from any claim or claims for material or non-material damage under the General Data Protection Regulations and/or any equivalent law enacted in the United Kingdom and/or any subsequent similar legislation first made against the **Insured** in writing during the **Period of Insurance** provided always that the indemnity shall not apply to

- (i) liability caused by or arising from any incident or circumstances known to the **Insured** at the inception of this cover and which could reasonably have been expected to give rise to a claim
- (ii) any claim or claims made by or on behalf of any director partner or **Employee** of the **Insured** in connection with their employment in the **Business**
- (iii) 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) any fines or penalties of any kind

It is a condition precedent to liability under this Extension that the **Insured** can demonstrate it has taken reasonable steps to comply with the requirements of the Regulations and/or any equivalent law enacted in the United Kingdom and/or any subsequent similar

The **Limit of Liability** under this extension in respect of any one claim or series of claims arising out of any **Occurrence** shall not exceed £50,000 and **Insurers'** liability shall not exceed £250,000 in the aggregate in any one **Period of Insurance**.

The **Insured** shall pay the first 10% or £1,000 (whichever is the greater) each and every claimant in respect of all damages, claimant's costs and expenses, and defence costs and expenses, before the **Insurers** shall be liable to make any payment under this Extension.

9. **Legal Defence Costs - Prosecutions**

Insurers will at their discretion indemnify the **Insured**, or any **Employee** of the **Insured**, against costs and expenses incurred with the written consent of **Insurers** in connection with the defence of a prosecution (including any appeal, where Counsel advises there are reasonable prospects of success in an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under:

- (a) Part II of the Consumer Protection Act 1987
- (b) The Trade Descriptions Act 1968
- (c) The Consumer Protection from Unfair Trading Regulations 2008
- (d) The Package Travel and Linked Travel Arrangements Regulations 2018

Provided that:

- (i) the proceedings relate to an offence alleged to have been committed during the course of the **Business**, and the circumstances of which may be the subject of indemnity under this Insurance
- (ii) should **Insurers** agree to provide an indemnity under this Extension, **Insurers** shall not in any circumstances be liable:
 - (a) for any fines or penalties imposed upon the **Insured** or any **Employee**;
 - (b) for the **Excess**;
 - (c) where the prosecution results from a deliberate management decision, act, or omission.
- (iii) **Insurers'** liability under this Extension shall not exceed £100,000 in the aggregate during the **Period of Insurance**.

10. **Compensation for Court Attendance**

In the event of any of the under mentioned persons attending court as a witness at the request of **Insurers** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Insurance **Insurers** will provide compensation to the **Insured** at the following daily rates for days on which attendance is required:

Any director or partner of the Insured	£250
Any Employee	£100

11. **Manslaughter And Corporate Homicide – Legal Defence Costs**

Insurers will at their discretion indemnify the **Insured**, or any **Employee** of the **Insured**, against costs and expenses incurred with the written consent of **Insurers** in connection with the defence of a prosecution arising from allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against the **Insured** provided always that:

- a) the prosecution or proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and arise out of or in connection with the **Business**
- b) the prosecution or proceedings do not relate to any **Employee**
- c) the indemnity shall not apply
 - (i) to any fines or penalties of any kind
 - (ii) where indemnity is provided by any other insurance
 - (iii) to proceedings which arise out of any activity or risk excluded by this Section
 - (iv) to any Deductible stated in the Cover Details
- d) nothing in this Extension shall increase **Insurers** liability to pay any amount in excess of the Maximum Payable under any Section of this Policy
- e) the Maximum Payable under this extension shall be £250,000 any one claim or series of claims arising out of the same prosecution or proceedings and in all any one **Period of Insurance**

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

Insurers shall not be liable for:

1. **Radioactive Contamination**

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by, or arising from, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. **War**

Legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- (i) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or military or usurped power, riot or civil commotion
- (ii) act of **Terrorism** unless the **Insured** can provide written evidence that they
 - (a) consulted any relevant and up to date Foreign and Commonwealth Office ("FCO") travel advice and
 - (b) communicated in writing to the customer any warnings or travel restrictions contained therein and
 - (c) recommended in writing to the customer that they follow the FCO travel advice and
 - (d) in the event that the FCO advice was not followed by the customer obtained from the customer a written agreement in a format approved by **Insurers** to hold the **Insured** harmless in respect of liability arising out of acts of **Terrorism**.

In any claim, suit or other proceedings where **Insurers** allege that by reason of this Exception any liability is not covered by this Insurance the burden of proving that such liability is covered shall be upon the **Insured**.

3. **Punitive Damages**

Any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.

4. **Gradual Environmental Impairment**

Liability arising from **Occurrences** happening

- (a) anywhere in the **Territorial Limits** other than in the United States of America and/or Canada in respect of:
 - (i) **Bodily Injury** or damage to **Property** directly or indirectly arising out of dispersal, release or escape of **Pollutants**
 - (ii) the cost of removing, nullifying or cleaning up **Pollutants** fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of **Pollutants**

Notwithstanding the foregoing, this Insurance shall cover liability otherwise excluded under paragraph (A) above which arises from a sudden identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the Period of this Insurance, and provided that all discharges, dispersals, release or escape of **Pollutants** arising from one incident shall be deemed for the purposes of this insurance to have occurred at the time such incident takes place.

The liability of **Insurers** for all compensation payable in respect of all discharges, dispersals, release or escape of **Pollutants** which are deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the **Limit of Liability** stated in the Schedule.

This clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this clause not been attached and nothing contained in the foregoing shall be deemed to increase the **Limit of Liability** beyond the amount stated in the Schedule.

- (b) in the United States of America and/or Canada in respect of:
 - (i) **Bodily Injury** or damage to **Property** directly or indirectly arising out of the discharge, dispersal, release or escape of **Pollutants**
 - (ii) the cost of removing, nullifying or cleaning up **Pollutants**
 - (iii) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of any **Pollutants**

5. **Insurers** shall be deemed to provide no cover nor shall **Insurers** 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 **Insurers** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

6. The **Excess(es)** stated in the Schedule.

GENERAL CONDITION APPLICABLE TO ALL SECTIONS OF THE INSURANCE

General Condition 1 shall not apply to Section 3 - Employers' Liability Insurance.

General Condition 8 shall apply only to Section 2 - Professional Indemnity Insurance.

1. The **Insured** shall exercise reasonable care in the selection and supervision of **Employees**, and the **Insured** and/or any person claiming to be indemnified under this Insurance shall take all reasonable steps to:
 - (i) prevent any **Occurrence** which may give rise to a claim under this Insurance; and
 - (ii) comply with all statutory and other obligations and regulations imposed by any authority.
2. **Insurers** may cancel this Insurance by giving 30 days' notice by recorded delivery letter to the last known address of the **Insured** and in such case the **Insured** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance**.
3. **Insurers** may at any time pay to the **Insured** the amount of the **Limit of Liability** (after deduction of any sum or sums already paid as damages) or any lesser amount for which any claim or claims may then be settled, and upon such payment being made:
 - (a) **Insurers** shall, if relevant, relinquish conduct and control of such claim or claims except for expenses of litigation recoverable; and
 - (b) **Insurers** shall be under no further liability in connection with such claim or claims except for other costs and expenses incurred with their written consent in respect of matters prior to the date of such payment.
4. **Insurers** will not make any payment hereunder until such time as the **Insured** has paid and exhausted the **Excess**.
5. If a payment in excess of the amount of indemnity available under this Insurance is required to dispose of a claim, **Insurers'** liability for the costs and expenses incurred shall be such proportion thereof as the amount of indemnity available under this Insurance bears to the amount paid to dispose of the claim.
6. If any part of the premium is calculated on estimates furnished to **Insurers** the **Insured** shall keep accurate records containing all particulars relevant thereto and shall at all times allow **Insurers** to inspect such records.

The **Insured** shall within one month from the expiry of each **Period of Insurance** furnish to **Insurers** such particulars and information as they may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the **Insured** as the case may be.
7. It is a condition precedent to **Insurers'** liability under this Insurance that the **Insured** shall immediately:
 - (a) give written notice to **Insurers** of the occurrence of any **Bodily Injury** or damage to **Property**, or of any circumstance(s) that might give rise to a claim against the **Insured**, and for which there may be liability under this Insurance;
 - (b) give written notice to **Insurers** when a claim is actually made against the **Insured** (whether written or oral), and for which there may be liability under this Insurance;
 - (c) advise **Insurers** in writing when the **Insured** has knowledge of any impending prosecution, inquest, fatal accident enquiry, or other similar process, in connection with any **Occurrence(s)**, circumstance(s) or claim(s) notified under (a) or (b) above.
8. In relation to Section 2 of this Insurance only, if during the **Period of Insurance** the **Insured** gives notice to **Insurers** of any **Occurrence** or circumstance that might give rise to a claim against the **Insured** in accordance with General Condition 7 (a) of this Insurance, then any claim subsequently made against the **Insured** arising from such circumstance shall be deemed to have been made during the **Period of Insurance**.
9. It is a condition precedent to **Insurers'** liability under this Insurance that the **Insured** shall as regards any **Occurrence(s)** circumstance(s) or claim(s) notified to **Insurers**:
 - (a) provide **Insurers** with such particulars and information as **Insurers** may require, immediately on request;
 - (b) forward to **Insurers** unanswered any communication, court process or documentation, or any other documents relating to such **Occurrence(s)** circumstance(s) or claim(s), immediately on receipt;
 - (c) give **Insurers** all information and assistance required as soon as practicable, and, where **Insurers** have conduct of proceedings, within such time limits as are specified by any legal advisers appointed by **Insurers**;
 - (d) make no admission of liability, payment, offer or promise of payment or indemnity, settlement, or waiver of subrogation, without **Insurers'** written consent.
10. **Insurers** shall be entitled, if they so desire, 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 their own benefit and at their own expense, any claim for indemnity, damages or otherwise.
11. The **Insured** shall give immediate notice to **Insurers** of any alteration or circumstance which materially affects the risks insured by this Insurance. Until **Insurers** have been advised of such an alteration or circumstance, and shall have expressly agreed, in writing, to accept liability for such altered risk, and the **Insured** has paid any additional premium required, **Insurers** shall not be liable in respect of any claim(s) due directly to any such alteration or circumstance.
12. Insofar as is reasonably practicable the **Insured** shall seek to ensure that no alteration or repair shall, without **Insurers'** consent, be made to any works, machinery, plant, equipment commodities and **Goods** that are in any way connected with any **Occurrence**, claim or circumstance notified to **Insurers**, until **Insurers** have had an opportunity of examining the same.
13. If at the time of any claim(s) there is, or, but for the existence of this Insurance, would be any other policy of indemnity or insurance available to the **Insured** in respect of any **Occurrence(s)** circumstance(s) or claim(s) notified to **Insurers** under this Insurance, **Insurers** shall not be liable to provide indemnity under this Insurance, except in respect of any excess beyond the amount that is or would be payable under such other policy of indemnity or insurance had this Insurance not been in existence.
14. Any dispute between **Insurers** and the **Insured** concerning this Insurance, its validity, or the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be decided in accordance with English Law and the courts of England and Wales shall have exclusive jurisdiction in any dispute. Both parties agree to comply with all necessary requirements to give jurisdiction to such courts and to waive irrevocably any rights to challenge such jurisdiction whether on the grounds of forum non conveniens or otherwise.
15. If any payment is made under this Insurance in respect of a claim, and **Insurers** are thereupon subrogated to the **Insured's** rights of recovery in relation thereto, **Insurers** shall not exercise any such rights against any **Employee** unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the **Employee**.
16. If the **Insured** does not comply with any part of any condition which makes payment of any claim conditional upon such compliance **Insurers** will not pay the claim except where:
 - (a) compliance would tend to reduce the risk of loss of a particular kind, or at a particular time or location and
 - (b) the **Insured** has demonstrated that the non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

17. If the **Insured** shall make any claim knowing the same to be fraudulent or false as regards to the amount or otherwise (including the provision of false or fraudulent documents or statements) then the **Insured** will:
- (a) have no cover under the Policy from the date of the termination and
 - (b) not be entitled to any refund of premium
- Insurers** will:
- (a) refuse to pay the whole of the claim and
 - (b) recover from the **Insured** any sums that it has already paid in respect of the claim
- Insurers** may also notify the **Insured** that it will be treating all sections of this policy as having terminated with effect from the date of the earliest of any of the fraudulent act. In that event the **Insured** will:
- (a) have no cover under the Policy from the date of termination and
 - (b) not be entitled to any refund of premium
18. It is a condition precedent to **Insurers** liability under this Insurance that all Premiums due to the **Insurers** are paid within 60 days of inception of this Policy. Nonreceipt by **Insurers** of such Premiums by midnight of the Premium Due Date shall render this Policy void with effect from inception

NOTICE

The **Insured** must make a fair presentation of the risk at inception renewal and variation of this Policy

If the **Insured** fails to make such a fair presentation of the risk:

- (a) **Insurers** may avoid this Policy and refuse all claims if:
 - (i) such failure was deliberate or reckless and/or
 - (ii) **Insurers** would not have entered into this Policy on any terms if the **Insured** had made a fair presentation of the risk

Should **Insurers** avoid the Policy **Insurers** shall return the premium paid to the **Insured** unless such failure was deliberate or reckless

If **Insurers** would have entered into the Policy but on different terms had the **Insured** made a fair presentation of the risk **Insurers** may:

- (b) reduce proportionately the amount to be paid on any claim if **Insurers** would have charged a higher premium calculated by applying the percentage that the actual premium charged bears to the premium that would have been charged had the **Insured** made a fair presentation of the risk and/or treat the Policy as entered into on any such different terms (other than relating to the premium) that **Insurers** would have entered into had the **Insured** made a fair presentation of risk

CLAIMS PROCEDURE

Subject to the terms and conditions contained in this Insurance, claims shall be notified in writing to HCC Claims Services Limited, PO Box 201, Bridgend, CF31 9BX.

COMPLAINTS PROCEDURE

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact

*Compliance Officer
Tokio Marine HCC
1 Aldgate
London
EC3N 1RE*

The Financial Ombudsman Service (FOS)

Should you be dissatisfied with the outcome of your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect your right to take legal action.

The FOS's contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email: complaint.info@financialombudsman.org.uk
Telephone: +44 (0)30 0123 9123
Website: www.financialombudsman.org.uk

The European Commission Online Dispute Resolution Platform (ODR)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>. This platform will direct insurance complaints to the Financial Ombudsman Service. However, you may contact the FOS directly if you prefer, using the details as shown above.

DATA PROTECTION NOTICE

Tokio Marine HCC respects your right to privacy. In our Privacy Policy (available at <https://www.tmhcc.com/en/legal/privacy-policy>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact DPO@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (please note that reference to "you" or "your" herein encompasses non-exhaustively "you, your company, employees and / or customers").

We may disclose your personal information to:

- our **group companies**;
- **third party services providers and partners** who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Policy or notified to you when we collect your personal information;
- any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our **business**, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Policy; or
- any **other person with your consent** to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a **Data Subject Access Request ('DSAR')**. You are also entitled to request that your data be corrected in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on your rights is included in our Privacy Policy.

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.