



# Policy Wording

Tour Operators and  
Travel Agents  
Combined Liability



**Touchstone**  
Underwriting

Insured by



# Tour Operators and Travel Agents Combined Liability Insurance

Underwritten and arranged by



## Touchstone Underwriting Tour Operators and Travel Agents Combined Liability Insurance

### Policy

This policy is a contract between the Policyholder and the Company. It is arranged through Touchstone Underwriting Limited on the Company behalf in accordance with the authority granted under the Contract Number stated in the Schedule.

This policy consists of the policy Definitions, Extensions, Exclusions and Conditions, the Schedule, the coverage Sections stated as operative in the Schedule and Endorsements, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium the Company has relied on the information which the Policyholder has provided to the Company.

The Company will, in consideration of the payment of the premium, insure the Policyholder, subject to the terms and conditions of this policy, against the events set out in the operative Sections and occurring in connection with the Business during the Period of Insurance or any subsequent period for which The Company agrees to accept payment of premium.

Please read this policy carefully and make sure that it meets the Policyholder needs. If any corrections are necessary the Policyholder should contact the Policyholder broker through whom this policy was arranged.

Please keep this policy in a safe place – the Policyholder may need to refer to it if the Policyholder has to make a Claim.

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## General Conditions

### 1 Reasonable Precautions

It is an important condition to the Company liability that the Policyholder at his own expense shall

- A) take all practicable steps to prevent or diminish loss destruction or damage or to prevent any circumstances or to cease any activity which may give rise to liability under this policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition.
- B) as soon as practicably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such practicable steps to be taken as the circumstances may require.

In the event of breach of above conditions, the Company shall have no liability under this policy, unless the Policyholder shows that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 2 Action by the Policyholder

It is an important condition to the Company liability The Policyholder shall give to the Company as soon as practicably possible written notice with full particulars of any claim or circumstances which may give rise to a claim (regardless of the Excess).

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company as soon as practicably possible.

Written notice shall also be given by the Policyholder to the Company as soon as practicably possible. The Policyholder shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this policy.

No admission offer promise payment or reimbursement shall be made or given by or on behalf of the Policyholder without the written consent of the Company which shall be entitled to take over and conduct in the name of the Policyholder the defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

The Policyholder shall give all such assistance as the Company may reasonably require, relating to the loss.

B) In the event of breach of above conditions, the Company shall have no liability under this policy, unless the Policyholder shows that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

### 3 Law Applicable

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy will be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this policy and all communications relating to it will be in English.

### 4 Cancellation and Cooling of Period

- (a) The Policyholder can cancel this policy by notifying the Company in writing, by email or by telephone within fourteen (14) days of either:
  - (i) the date the Policyholder receive this policy; or
  - (ii) the start of the Policyholder Period of Insurance;

whichever is the later.

A full refund of any premium paid will be made unless the Policyholder has made a Claim in which case the full annual premium is due.

#### (b) The Policyholder Right to Cancel after the Cooling-Off Period

The Policyholder can cancel this policy after the cooling-off period by notifying the Company in writing, by email or by telephone. Any return of premium due to the Policyholder will be calculated at a proportional daily rate depending on how long the policy has been in force unless the Policyholder have made a Claim in which case the full annual premium is due.

#### (c) The Company Right to Cancel

The Company can cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by the Policyholder to pay the premium; or
- (ii) a change in risk which means the Company can no longer provide the Policyholder with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation the Company request, such as details of a Claim;

by giving the Policyholder fourteen (14) days' notice in writing. Any return of premium due to the Policyholder will be calculated at a proportional daily rate depending on how long the policy has been in force unless the Policyholder have made a Claim in which case the full annual premium is due.

### 5 USA or Canada Costs Inclusive Limit of Liability

Despite anything contained in this policy to the contrary it is hereby noted and agreed that in respect of claim(s) made against the Policyholder in the United States of America and or Canada arising out of the Policyholder's legal liability any costs fees and expenses incurred with the Company's prior consent in the investigation defence or settlement of any claim made against the Policyholder and the costs of representation at any inquest inquiry or other proceeding which have direct relevance to any claim made or which might be made against the Policyholder in the United States of America and or Canada shall be included in the Limit of Liability stated in The Schedule

### 6 Third Party Rights

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 7 Sanctions

The Company shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### 8 Renewal Procedure

Prior to Renewal Date each year the Company will either request the Policyholder to complete a renewal declaration form or review a Disclosure Document

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured

Renewal will not be invited unless a renewal declaration form has been submitted or a Disclosure Document issued prior to renewal.

### 9 Information the Policyholder has given to the Company

In deciding to accept this Policy and in setting the terms including premium the Company has relied on the information which the Policyholder has provided to the Company. The Policyholder must take care when answering any questions the Company ask by ensuring that any information provided is accurate and complete.

## 2 | Touchstone Underwriting Tour Operators Liability Policy

If the Company establish that the Policyholder deliberately or recklessly provided the Company with untrue or misleading information the Company will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If the Company establish that the Policyholder carelessly provided the Company with untrue or misleading information the Company will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any Claim and return the premium the Policyholder has paid, if the Company would not have provided the Policyholder with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if the Company would have provided the Policyholder with cover on different terms;
- (iii) reduce the amount the Company pay on any Claim in the proportion that the premium the Policyholder has paid bears to the premium the Company would have charged the Policyholder, if the Company would have charged the Policyholder more.

The Company will notify the Policyholder in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding Claim and (ii) and/or (iii) apply, the Company will have the right to:

- (1) give Policyholder notice that the Company is terminating this policy; or
- (2) give the Policyholder notice that the Company will treat this policy and any future Claim in accordance with (ii) and/or (iii), in which case the Policyholder may then give the Company notice that the Policyholder is terminating this policy.

in accordance with the Cancellation and Cooling-Off Period Provisions.

### 10. Accessibility

Upon request Touchstone can provide Braille, audio or large print versions of the policy and the associated documentation. If the Policyholder require an alternative format the Policyholder should contact the Policyholder broker through whom this policy was arranged.

### 11. Change in Circumstances

You must tell Us as soon as practicably possible of any change in the information You have provided to Us which happens before or during any Period of Insurance.

When we are notified of a change we will tell you if this affects your policy. For example we may cancel your policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of your policy or require you to pay more for your insurance. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.

### 12. Fraud

If the Policyholder, or anyone acting for the Policyholder, makes a fraudulent Claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the Company:

- (a) will not be liable to pay the Claim; and
- (b) may recover from the Policyholder any sums paid by the Company to the Policyholder in respect of the Claim; and
- (c) may by notice to the Policyholder treat this policy as having been terminated with effect from the time of the fraudulent act.

If the Company exercise Company right under (c) above:

- (i) the Company shall not be liable to the Policyholder in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Company liability under this policy (such as the occurrence of a loss, the making of a Claim, or the notification of a potential Claim); and
- (ii) the Company need not return any of the premium paid.

### 13 Regulatory Information

- a) AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).  
Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.  
Registered in England Number 5328622.

You can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

- b) XL Catlin Services SE acts as an agent of AXA XL Insurance Company Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.  
Registered Office 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.  
Registered in Ireland Number 659610.

You can check this information on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate

Touchstone Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA No.477614).  
Registered in England No. 02264985  
Registered Office 156 South Street, Dorking, Surrey RH4 2HF

## General Exclusion

**This Exclusion applies to all policy sections except Section 4 Employers Liability**

### **CORONAVIRUS ABSOLUTE EXCLUSION**

Despite any other provision, no cover is provided under this policy for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-cov-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- i. Any fear or threat (whether actual or perceived) of; or
- ii. Any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-cov-2), or any mutation or variation thereof.

### **CYBER AND DATA EXCLUSION**

Despite any provision to the contrary within this Policy or any endorsement thereto this policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- A) Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
- B) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

For the purposes of this exclusion:

Computer System 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, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

- A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- B) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

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 a Computer System.

## Claims Conditions applicable to Liability Insurance

### **1 Contribution**

Other than in respect of Extension 3 to Section 2 if at the time of any claim there is or but for the existence of this policy there would be any other insurance covering the same legal liability the cover will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this policy not been effected

### **2 Notification**

The Policyholder shall advise the Company as soon as practicably possible of any incident that involves 5 or more passengers sustaining bodily injury, disease illness or death irrespective of whether a formal claim has been made against the Policyholder.

### **3 Cooperation**

The Policyholder will assist the Company in the collection of documentation and evidence as the Company may require, relating to the loss.



## Claims Conditions applicable to Professional Indemnity Insurance

- 1** If during the Period of Insurance the Policyholder receives any claim the Policyholder shall as an important condition give written notice of such claim to the Company as soon as practicably possible. All claims must be notified to the Company prior to the expiry of the Period of Insurance.

If during the Period of Insurance the Policyholder becomes aware of any circumstance which might reasonably be expected to produce a claim against the Policyholder the Policyholder shall as an important condition give written notice of such circumstance to the Company as soon as possible irrespective of either the Policyholder's views as to whether such claim will succeed or as to whether the amount of the claim will exceed the Excess All circumstances must be notified to the Company prior to the expiry of the Period of Insurance. Any claim arising from any circumstance notified to the Company in accordance with this Condition shall be deemed to have been made in the Period of Insurance.

In the event of breach of this condition, the Company shall have no liability under this policy, unless the Policyholder shows that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

- 2** The Policyholder shall give all such assistance as the Company may require but the Policyholder shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Company a similar authority) shall advise that such proceedings could be contested with the probability of success,
- 3** In connection with any claims against the Policyholder the Company may at any time pay to the Policyholder the Limit of Liability (after deduction of any sums already paid during the Period of Insurance) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for costs and expenses for which the Company may be responsible under this insurance in respect of matters prior to the date of such payments
- 4** If at the time any claim arises under this policy the Policyholder is or would but for the existence of this insurance be entitled to reimbursement under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

## Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Claims Conditions pages of this Policy. It is important that you comply with all policy conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Claims Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as practicably possible although there are some situations where immediate notification is required.

If the Policyholder or any person insured fails to comply with the above duty, the Company shall be entitled to refuse to pay or reduce any claim under this policy

In the first instance you should contact:

### **Your nominated/appointed Insurance Advisor/Broker**

You should provide

- Your name, address and contact phone number(s)
- Policy number
- The date of the incident
- The circumstances of the incident
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and names and addresses of any witnesses (if known)

Your Insurance Advisor/Broker will then forward the claim details on to Touchstone Underwriting Limited and the Company

## Claims Crisis & Emergency

24/7 Crisis and Emergency calls.

For all current contact details and advice: Scan:



Visit: [t-u-l.co.uk/travel-crisis-line/](https://t-u-l.co.uk/travel-crisis-line/)

Telephone number: **+44 1923 298 457**

## General Definitions

Wherever the following words appear in capital, they will have the meanings shown

### **Policyholder/Insured**

The person(s) or company named as such in the Schedule or their successor in title, and any mortgagee or lessor whose interest is noted on the Schedule

### **Endorsement**

Additional terms and conditions, agreed by the Company, being applied to the policy document which could amend or restrict cover.

### **The Company/Insurer**

AXA XL Insurance Company Limited

### **Schedule**

The document showing an outline of the cover provided under your policy showing details of the Policyholder, relevant limits, applicable excesses and sums insured.

### **Period of Insurance**

The time for which this insurance is in place as shown in the Schedule

## Liability Insurance Definitions

Wherever the following words appear in capital in this Section, they will have the meanings shown below:

### 1 Person Entitled to Reimbursement shall mean

- A) the Policyholder
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
- C) at the request of the Policyholder
  - 1) any principal
  - 2) any director or partner of the Policyholder
  - 3) any Person Employed

against legal liability in respect of which the Policyholder would have been entitled to reimbursement under this policy if the claim had been made against the Policyholder

- 4) the officers committees and members of the Policyholder's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- 5) any director or partner of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Policyholder

each of whom shall as though the Policyholder be subject to the terms of this policy so far as they can apply

### 2 Employee shall mean any individual under a contract of service or apprenticeship with the Policyholder

### 3 Person Employed shall mean any

- A) Employee whilst under the direct control and supervision of the Policyholder
- B) labour master and individuals supplied by him whilst under the direct control and supervision of the Policyholder
- C) individual employed by labour only sub-contractors whilst under the direct control and supervision of the Policyholder
- D) self-employed individual (not being in partnership with the Policyholder) whilst under the direct control and supervision of the Policyholder
- E) individual hired to or borrowed by the Policyholder whilst under the direct control and supervision of the Policyholder
- F) individual undertaking study or work experience whilst under the supervision of the Policyholder
- G) any voluntary helper whilst engaged in activities for the benefit of the Policyholder against legal liability in respect of which the Policyholder would have been entitled to reimbursement under this Policy if the claim had been made against the Policyholder

### 4 Injury shall mean bodily injury mental injury death disease illness

### 5 Property shall mean material property but shall not include Data

### 6 Data shall mean information represented or stored electronically including for example code or series of instructions operating systems software programs and firmware

### 7 Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- A) ownership repair and maintenance of the Policyholder's own property
- B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Policyholder
- D) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder
- E) attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment

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

### 8 Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

### 9 Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

### 10 The Excess shall mean the amount or amounts specified in the Schedule which the Policyholder agrees to pay

### 11 Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

### 12 Terrorism shall mean an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### 13 Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

### 14 Asbestos Dust shall mean fibres or particles of Asbestos

### 15 Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

### 16 Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's business activities

## 10 | Touchstone Underwriting Tour Operators Liability Policy

- 17 System shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation
- 18 Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers
- 19 Virus shall mean programming code or series of instructions designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or through floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not
- 20 Employment-Related Practices shall mean any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Insured in connection with any actual or alleged
- A) unlawful or unfair dismissal discharge or termination of employment
  - B) breach of any written or oral employment contract or quasi-employment contract
  - C) employment-related misrepresentation
  - D) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin sex sexual orientation religion maternity pregnancy age and disability)
  - E) violation or non-compliance with legislation regulating working hours
  - F) failure to employ or promote
  - G) demotion
  - H) discipline
  - I) deprivation of a career opportunity
  - J) failure to grant tenure
  - K) failure to adopt adequate workplace or employment policies and procedures
  - L) retaliatory treatment of whistleblowers and others
  - M) negligent evaluation
  - N) employment-related invasion of privacy
  - O) employment-related breach of data protection legislation
  - P) employment-related libel slander humiliation and defamation
  - Q) failure to furnish job references or accurate job references
  - R) employment-related infliction of mental anguish or emotional distress
- 21 Crisis shall mean any Event which involves
- A) Death
- or
- B) serious injury which is life threatening or involves emergency hospitalisation
- 22 CVA Abuse shall mean
- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use
  - B) acts of forcing sexual activity rape or molestation or
  - C) repeated or continuing contemptuous coarse or insulting words or behaviours
- of any Child or Vulnerable Adult.
- 23 Child shall mean a person under the age of 18
- 24 Vulnerable Adult shall mean any person aged 18 or over who
- A) is in need of assistance by reason of mental, physical or learning disability, age or illness and who
  - B) is unable to take care of him or herself or unable to protect him or herself against significant harm or serious exploitation which may be occasioned by the acts or omissions of other people
- 25 Statement of Fact shall mean the document setting out information provided by the Policyholder or their representative as being relevant to the cover applied for and assumptions the Company has made about factual circumstances relevant to the cover and which are confirmed by the Policyholder as true and correct

**THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE SCHEDULE**

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

**Section 1 - Employers' Liability**

The Company will provide cover to any Person Entitled to Reimbursement

1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance

A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man

or

B) while temporarily outside these territories

arising out of and in the course of employment by the Policyholder in the Business

2 against legal liability for claimant's costs and expenses in connection with 1 above

3 in respect of

A) costs of legal representation at

- 1) any coroner's inquest or inquiry in respect of any death
- 2) the defence of any criminal proceedings brought or in appeal against the Policyholder director or partner or Employee of the Policyholder for an offence of manslaughter
- 3) proceedings in any court arising out of any alleged breach of statutory duty (including the Corporate Manslaughter and Corporate Homicide Act 2007) resulting in Injury

which may be the subject of reimbursement under this Section

B) all other costs and expenses in relation to any matter which may form the subject of a claim for reimbursement under 1 above

incurred with the Company's written consent

**General Provisions**

Provided that in respect of any one Event

1 the total amount payable under this Section (including all Extensions Additional Clauses and Memoranda) shall not exceed the Limit of Liability

2 the Company may at any time pay the Limit of Liability (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled

The Company will then relinquish control of such claims and be under no further liability in respect thereof

3 the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Reimbursement having a claim under this policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Liability stated in the Schedule

For the purposes of the Limit of Liability all of the Persons Entitled to Reimbursement under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

4 the total amount payable under this Section shall not exceed £5,000,000 in respect of any one Event arising directly or indirectly out of Terrorism

The cover granted applies only to such liability:

(a) United Kingdom

as is compulsorily insurable under the Employers' Liability (Compulsory Insurance) Act 1969 as amended and any corresponding legislation applicable in Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney, except as specially extended by this Section. Where the policy Exclusions and policy Conditions would operate to provide less cover than is compulsory under the above Act, then this Section is extended to provide the cover compulsorily insurable subject always to the Limit of Liability stated in the Schedule.

(b) Work Overseas

as would otherwise be covered under the United Kingdom section above but for Injury caused to an Employee whilst temporarily engaged in non-manual work anywhere else in the world.

Provided that:

- (i) such Employee is ordinarily resident within the United Kingdom;
- (ii) the Insurer shall not provide cover in respect of any amount payable under Workmen's Compensation, Social Security or Health Insurance legislation;
- (iii) such temporary work does not exceed six (6) consecutive months in duration.

**Exclusions to Section 1**

This policy does not cover any loss or damage, liability, cost or expense whether directly or indirectly caused by, arising from or in any way connected or relating to:

1 Radioactive Contamination

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

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof where such legal liability is
  - 1) that of any principal
  - 2) accepted under agreement and would not have attached in the absence of such agreement

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### 2 Road Traffic Legislation

in respect of Injury for which the Policyholder is required to arrange motor insurance or security in accordance with any road traffic legislation within the United Kingdom and the European Union

### 3 Fines and Penalties

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction
- C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

## Extensions to Section 1

(each of which is subject otherwise to the terms of this policy)

### 1 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Policyholder in the Business
- B) against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgment

at the request of the Policyholder the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- A) there is no appeal outstanding
- B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company

### 2 Compensation for Court Attendance

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 Policyholder is entitled to reimbursement under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- A) any director or partner of the Policyholder £500
- B) any Employee £250

## Employers' Liability Tracing Office Notice

Certain information relating to this section, namely:

- A) the policy Number
- B) employers' names and addresses, including subsidiaries and any relevant changes of name
- C) coverage dates and
- D) if relevant, the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by the Policyholder that the above named information provided to the Company will be processed by the Company for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance



**THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE SCHEDULE**

**Section 2 - Public/Products Liability**

The Company will provide cover to any Person Entitled to Reimbursement

- 1 up to the Limit of Liability against legal liability for damages in respect of
  - A) accidental Injury of any person
  - B) accidental loss of or damage to Property
  - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

- 2 against legal liability for claimant's costs and expenses in connection with 1 above

- 3 in respect of

- A) costs of legal representation at
  - 1) any coroner's inquest or inquiry in respect of any death
  - 2) the defence of any criminal proceedings brought or in appeal against the Insured director or partner or Employee of the Insured for an offence of manslaughter
  - 3) proceedings in any court arising out of any alleged breach of statutory duty (including the Corporate Manslaughter and Corporate Homicide Act 2007) resulting in any occurrence specified in 1 above

which may be the subject of cover under this Section

- B)
  - 1) other costs and expenses reasonably incurred in relation to a Crisis
  - 2) all other costs and expenses in relation to any matter which may form the subject of a claim for cover under 1 above

incurred with the Company's written consent

**General Provisions**

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by the Company in respect of 1 above and all Extensions additional clauses and memoranda shall not exceed the Limit of Liability
- 2 the Excess in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment
- 3 the Company may at any time pay the Limit of Liability (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled the Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
- 4 where the Company is liable to cover more than one person the total amount of reimbursement in respect of damages shall not exceed the Limit of liability
- 5 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Reimbursement having a claim under this policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Liability stated in the Schedule

The total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Reimbursement having claims under this policy in respect of those sources or original causes shall not exceed the appropriate Limit of Liability stated in the Schedule

For the purposes of the Limit of Liability all of the Persons Entitled to Reimbursement under this policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

**Exclusions to Section 2**

This Section does not cover any loss or damage, liability, cost or expense whether directly or indirectly caused by, arising from or in any way connected directly or indirectly by or relating to

- 1 Mechanical Vehicles
  - arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to Reimbursement of any
    - A) mechanically propelled vehicle other than legal liability arising out of
      - 1) the use of plant as a tool of trade on site
      - 2) the use of plant at the premises of the Policyholder
      - 3) the loading or unloading of any vehicle
 except where reimbursement is provided by any motor insurance contract or where insurance or security is required by law
    - B) aircraft or other aerial device
    - C) aerospace device
    - D) hovercraft
    - E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

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### 2 Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Policyholder in the Business

### 3 Property in the Policyholder's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder other than

- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Policyholder unless such legal liability
  - 1) has been accepted by agreement in which case the reimbursement will only be provided to the extent that such liability would have attached in the absence of such agreement
  - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

### 4 Pollution or Contamination caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

### 5 Product Defects and Recall

- A) in respect of loss of or damage to any
  - 1) product supplied by the Policyholder
  - 2) contract work executed by the Policyholdercaused by any defect therein or the unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any
  - 1) product supplied by the Policyholder
  - 2) contract work executed by the Policyholdernecessitated by any defect therein or the unsuitability thereof for its intended purpose

### 6 Professional Risks

arising out of or in connection with any breach of professional duty

### 7 Contractual Liability

arising from or in connection with any

- 1) product supplied by the Policyholder
- 2) contract work executed by the Policyholder

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

### 8 Disposed Premises

for the costs of remedying

- A) any defect or alleged defect
- B) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials in premises disposed of by the Policyholder

### 9 Fines or Penalties

for

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction
- C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

### 10 Radioactive Contamination

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

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### 11 War and Allied Risks

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### 12 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

### 13 Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

### 14 Overseas Premises

arising out of any premises owned or occupied by the Policyholder outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

### 15 CVA Abuse

arising from CVA Abuse

## 16 pollution or Contamination United States or America or Canada

in respect of

- A) accidental Injury
- B) accidental loss of or damage to Property

happening during any Period of Insurance within the United States of America or Canada directly or indirectly caused by or arising from pollution or contamination

## Extensions to Section 2

(each of which is subject otherwise to the terms of this policy)

### 1 Cross Liabilities

If the Policyholder comprises more than one party the Company will provide coverage to each in the same manner and to the same extent as if a separate policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Liability

### 2 Compensation for Court Attendance

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 Policyholder is entitled to reimburse under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- |  |      |
|--|------|
| A) any director or partner of the Policyholder | £500 |
| B) any Employee                                | £250 |

### 3 Contingent Motor Liability

Despite Exclusion 1 A) the Company will provide cover to the Policyholder against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Policyholder

The cover will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Policyholder
- C) in respect of which the Policyholder is entitled to reimbursement under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

### 4 Overseas Personal Liability

The Company will provide reimbursement to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The cover will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where reimbursement is provided by any other insurance

### 5 Data Protection

This Section extends to cover the Policyholder for legal liability in respect of any claim for compensation as a result of Injury and/or Damage under Section 169 of the Data Protection Act 2018 or under Article 82 of the General Data Protection Regulation (EU) 2016/679.

Cover in respect of such claims shall be available only under the terms and conditions of this extension and nowhere else in this policy.

For the purposes of this extension non-material damage which is the subject of such claim shall be considered as Injury and will be treated as having occurred when the claimant first had knowledge or alleges that they had knowledge of the event giving rise to that Injury.

This extension applies where Claims are made against the Policyholder during the Period of Insurance arising from Injury and/or Damage occurring on or after the Retroactive Date specified in the Schedule and before the expiry date of the policy. If a circumstance occurring subsequent to the Retroactive Date and before the expiry date of the policy is notified to the Insurer in accordance with Claim Notification, the Insurers will not deny any subsequent claim arising out of that circumstance solely because the claim was made after the expiry date of the policy.

The Company's liability under this extension shall be limited to GBP 250,000 any one Occurrence and in the aggregate, inclusive of Defence Costs, which shall be a part of and not in addition to the Limit of Liability stated in the Schedule.

The Excess under this extension shall be 10% of each Claim subject to a minimum of GBP 1,000 and shall be applicable to Defence Costs.

#### Additional Exclusions

The Company shall not provide cover:

- (a) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this policy if the result could have been expected having regard to the nature and circumstances of such act or omission;
- (b) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in Data Protection Act 2018;
- (c) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or
- (d) against liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

#### Fee Payment Condition

The Insurer shall be entitled to refuse to pay any claim under this extension in its entirety if the Insured has not paid any fees required to be paid by any data protection authority.

#### Additional Definitions:

Damage: means accidental loss of, accidental loss of possession of or physical damage to tangible property.

"Defence Costs" means costs, fees and expenses incurred by or on behalf of the Policyholder with the written consent of the Insurer in the investigation, defence or settlement of any claim, suit or proceedings which are or would, if successful, be covered under this policy. Defence Costs also includes legal expenses in respect of representation at any

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inquest or inquiry or in respect of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of cover by this policy.

Defence Costs do not include:

- (a) the Policyholder's own costs, fees or expenses or value attributable to the time spent in dealing with a claim or a circumstance; or
- (b) legal costs and expenses incurred in the defence of any

criminal proceedings brought against the Policyholder or in an appeal against conviction by the Policyholder.

### 6 Tour Operator Liability

Despite Exclusion 1 the Company will provide cover to the Policyholder against legal liability arising from or out of the ownership or use of mechanically propelled vehicles aircraft hovercraft or water-borne craft by independent carriers in connection with the Policyholder's Business

Provided that

- A) the Policyholder shall have no control over the driving or navigation of such mechanically propelled vehicles aircraft hovercraft or water-borne craft
- B) cover is not provided by any other insurance
- C) legal liability is limited in accordance with relevant international conventions
- D) the cover will not apply to legal liability arising directly or indirectly
  - 1) out of Terrorism
  - 2) where the Policyholder has reduced amended waived or in any way compromised any rights of recovery against any owner or user or aircraft or provider of air services or operator of hovercraft or water-borne craft

### 7 "Code Civile" Extension

This section is extended to reimburse the Policyholder for contractual liability and obligations in respect of Recours de Voisin (articles 1382, 1383 and 1385 of the French Code Civile) and Risque Locatif (articles 1733, 1734 and 1735 of the French Code Civile).

### 8 Legionella Extension

The Public Liability Section extends to include the Policyholder's legal liability to pay damages (including claimants' costs, fees and expenses) for and/or arising out of Injury happening during the Period of Insurance and caused by the release of any disease or disease carrying pollutants or water droplets or water vapour into the atmosphere or water courses from air conditioning or water or air heating or cooling systems.

Provided that any Claim for Injury is first made against the Policyholder during the Period of Insurance and is notified to the Insurer before or within sixty (60) days after the expiry date of the policy.

The Insurer's liability under this extension shall be limited to GBP 1,000,000 any one Occurrence and in the aggregate which shall be part of and not in addition to the limit of liability stated in the Schedule.

It is an important condition of this extension that if the Policyholder owns, operates or is responsible for any water or air systems or installations including air conditioning or water or air cooling or heating systems:

- A) A written risk assessment must be undertaken, and controls put in place, to prevent the growth of biological agents that may cause disease or illness,
- B) An independent inspection of such systems must be undertaken at least annually and all recommendations from such inspections must be implemented; and
- C) The Policyholder must comply with all local regulations and requirements in relation to the inspection and maintenance of such systems.

In the event of breach any of the above condition, the Company shall have no liability under this policy, unless the Policyholder show that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Section 3 - Legal Defence Costs

The Company will provide cover to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder

up to the Limit of Liability in respect of

- A) legal costs and other expenses incurred with the Company's written consent
- B) costs awarded against the Policyholder or any director partner or Person Employed

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

#### Part A

In respect of a breach of

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

#### Part B

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Policyholder
- 2 Part II of the Consumer Protection Act 1987
- 3 the Trade Descriptions Act 1968
- 4 The Package Travel and Linked Travel Arrangements Regulations 2018

#### General Provisions

Provided that in respect of Part A and B

- 1 the cover will not apply
  - A) to fines or penalties of any kind
  - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) where Injury of any person or loss of or damage to Property has occurred
  - D) where cover is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - 1) the Policyholder
    - 2) any partner or director of the Policyholder
    - 3) any Employee with any specific responsibility for compliance with the legislation specified in this Section

which could reasonably have been expected to constitute a breach of the legislation specified in this Section

- F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- 2 the cover will apply only where shown in The Schedule
- 3 the Company may at any time pay the Limit of Liability (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment
 

The Company will then relinquish control of such claims and be under no further liability in respect thereof
- 4 where the Company is liable to cover more than one person the total amount of reimbursement shall not exceed the Limit of Liability

#### Special Provision

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf

**THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE SCHEDULE**

## Section 4 - Professional Indemnity Insurance

**This is a 'claims made' insurance**

This policy covers claims first made against the Insured and notified to the Company during the Period of Insurance

The Company will reimburse the Insured against liability at law for damages and claimant's costs and expenses in respect of claims arising out of the conduct of the Business made against the Insured and notified to the Company during any Period of Insurance for

**1. breach of professional duty by reason of any neglect error or omission occurring or committed in good faith by**

- A) the Insured
- B) any Employee
- C) any Agent

Limit of Liability applying to Insurance Clause 1. above

The liability of the Company shall not exceed the Limit of Liability specified in The Schedule Provided that where the Company is liable to cover more than one person firm company or body the total amount of reimbursement payable under this insurance shall not exceed the Limit of Liability

However the liability of the Company for damages and claimant's costs and expenses and all other costs and expenses incurred by the Company or by the Insured with the Company's written consent arising out of claims made and suits brought against the Insured in a court of the United States of America its territories and possessions or Canada shall not exceed the Limit of Liability Provided that the Company shall not be liable

- 1) for punitive and exemplary damages
- 2) to cover the Insured against any claim or claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving
  - A) any actual or alleged violation of any responsibilities obligations or duties imposed by the Employee Retirement Income Security Act of 1974 or any amendment thereof
  - B) any actual or alleged violation of any of the provisions of the Securities Act of 1933 the Securities Exchange Act 1934 or any similar Federal or State Law or any common law relating thereto
  - C) any actual or alleged violation of the Racketeer Influenced and Corrupt Organisations Act 18 USC Section 1961 ET SEQ and any amendments thereto or any rules or regulations promulgated thereunder
  - D) seepage pollution or contamination of any kind

**2 Compensation for court attendance**

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

- A) Any principal partner or director of the Insured £500
- B) Any Employee £250

Other costs

Other than as detailed above the Company will in addition pay all other costs and expenses which are incurred by the Company or by the Insured with the Company's written consent in connection with any claim made against the Insured and notified under this insurance

Provided that if the amount of such claim exceeds the amount available under this insurance the liability of the Company for other costs and expenses shall be only that proportion which the amount available bears to the total amount payable to dispose of such claim

The Insured's Contribution shall not apply to Other costs

## Exclusions to Section 4

This policy does not cover any loss or damage, liability, cost or expense whether directly or indirectly caused by, arising from or in any way connected directly or indirectly by or relating to

**1 Insured's Contribution**

the Insured's Contribution

**2 Death, Disease, Illness or Bodily Injury to Employees**

any liability arising out of the death disease or illness of or bodily injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured

**3 Death, Disease, Illness or Bodily Injury to Others or Damage to Property**

any liability arising out of the death disease or illness of or bodily injury to any other person or loss of or damage to property unless arising out of the Insureds failure to arrange adequate travel insurance

The above exclusion shall not apply provided the Sale of Insurance Extension is specified in the schedule as Insured

**4 Design and Construct/Supply**

any claim arising from the provision of advice design or specification where the Insured contracts to

- A) manufacture construct erect or install

or

- B) supply materials or equipment

**5 Penalties and Liquidated Damages**

any claim arising from an agreement by the Insured to pay penalties or liquidated damages in so far as liability under such agreement exceeds the amount of the Insured's liability in the absence of such agreement

**6 Employment**

any claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct

**7 Previous Claims or Circumstances**

the consequence of any circumstance

- A) notified under any policy which was in force prior to the inception of this insurance or
- B) known to the Insured at the inception of this insurance which might reasonably be expected to produce a claim

**8 Nuclear and Pressure Waves**

A) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other loss that arises directly or indirectly or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

B) loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

**9 Insolvency of the Insured**

any claim or costs or expenses arising from

- A) the insolvency or bankruptcy of the Insured
- B) the insolvency or bankruptcy of any other tour operator or any travel agent or any supplier of services

**10 Dishonesty**

any claim or costs or expenses arising out of any dishonest or fraudulent act or omission on the part of any partner or principal of the Insured or any Employee or Agent

**11 Libel Slander and Intellectual Property Rights**

any claim or costs or expenses arising out of any libel or slander or passing off or infringement of patent copyright registered design trademark or trade name committed by any partner former partner or principal of the Insured or any Agent Employee or any other person firm or company acting jointly with the Insured

**12 Pollution**

any claim or claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind.

**13 Transportation or Property**

any claim or expenses arising out of or relating directly or indirectly from the ownership possession or use by or on behalf of the Insured of any land buildings aircraft watercraft vessel or mechanically propelled vehicle This exclusion shall not apply to liability arising from deficiency in services provided by the Insured which relate to the ownership possession or use by or on behalf of the Insured of any land buildings aircraft watercraft vessel or mechanically propelled vehicle.

**14 War Risks and Terrorism**

any of the following:

- (a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
- (b) insurrection, rebellion, civil war, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
- (c) discharge, explosion, or use of a weapon of mass destruction (whether or not employing nuclear fission or fusion), or chemical, biological, radioactive or similar agents, by any party at any time for any reason.

**15 Overseas Booking Offices**

the operations of any director employee agent branch subsidiary or parent company in respect of any booking office owned or operated other than in the United Kingdom.

**16 Any claim arising out of or connected to refunds of any nature.**

17 Any claim or cost or expense arising out of or based upon or attributable to trading debt or personal debt of the Policyholder.

**18. Terrorism**

any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

**Extension to Section 4****Sale of Insurance Extension**

Section 4 of the policy shall extend in respect of any claim or claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving mediation activities of general insurance for which the Insured has been granted permission by the Financial Conduct Authority or is an Appointed Representative

1. the liability of the Company for damages claimant's costs and expenses and all other costs and expenses incurred by the Company or by the Insured with the Company's written consent arising out of all claims in the aggregate notified during any Period of Insurance shall not exceed the limit as stated in the policy Schedule

In the event of any reduction in the Limit of Liability on account of any claim the Limit of Liability shall be automatically reinstated subject to the Company's liability for any one claim not exceeding the Limit of Liability and the maximum payable under this insurance during any Period of Insurance being limited to twice the amount of the Limit of Liability

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

2. the Insured's Contribution is £1,000
3. the Company shall not be liable in respect of any claims or costs and expenses arising out of
  1. the failure to provide finance



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2. the provision of financial or investment advice
3. the insolvency or bankruptcy of the Insured any Agent of the Insured or any insurance company
4. the Company's liability shall be limited to that stated in the schedule under Sale of Insurance Extension.

### Extensions to Section 4 (continued)

#### Special Benefit to Section 4

1. In the event of the Company being entitled to avoid this insurance from inception or from the time of any variation in cover (including at renewal) the Company may at its discretion maintain this insurance in full force but exclude the consequences of any matter which ought to have been disclosed at inception or at the time of any variation in cover (including at renewal)
2. In the event described in Information You Have Given Us and Cancellation and Cooling-Off Period Provisions at any renewal the Company will waive its rights to avoid this insurance provided that
  - a) the Policyholder is able to establish to the satisfaction of the Company that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
  - b) the Premium and terms shall be adjusted at the discretion of the Company to those which would have applied had such circumstances been disclosed
  - c) where the Policyholder should have notified during a preceding Period of Insurance either a claim made against the Policyholder or circumstances which could give rise to a claim and the indemnity or cover to which the Policyholder would have been entitled was in any way more restricted than that provided at the date of notification the Company shall be liable only to the extent applicable during such preceding Period of Insurance

For the purposes of this Special Benefit this insurance shall be deemed to be a renewal of any immediately preceding Professional Indemnity policy issued by the Company under which the Policyholder was entitled to indemnity

## Interpretations

For the purposes of Professional Indemnity Insurance

### 1 Insured's Contribution

the amount for which the Insured is responsible under Insurance Clause 1 of this insurance in respect of any one claim made against the Insured for damages and claimant's costs and expenses All claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim

### 2 Employee

any person including any trainee or consultant under a contract of service with the Insured at the time of any neglect error or omission giving rise to a claim against the Insured

### 3 Agent

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

### 4 The Insured

the Policyholder as named in the Schedule Each of the following parties will in addition be deemed the Insured in respect of claims

arising out of the conduct of the Business provided that each shall be subject to the terms of this insurance so far as they can apply

A) any director partner or former director partner of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of liability at law incurred by such director partner or former partner

B) at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives

### 5 Business

The Business as stated in the schedule

### 6 War Risks

war invasion act of foreign or foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### 7 Terrorism

act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.



**THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE SCHEDULE**

## Section 5 - Emergency Assistance

The Company will provide cover to the Policyholder to the Limit of Liability in respect of Regulation 15 (7) of The Package Travel, Package Holidays and Package Tours Regulations 1992 or The Package Travel and Linked Travel Arrangements Regulations 2018 Clause 18.2 or the assistance requirements stated in the current ABTA Code of Conduct

- A) general assistance provided to passengers
- B) legal costs incurred by passengers with the prior agreement of the Policyholder

in connection with illness injury or death through misadventure whilst outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in the course of an activity which does not form part of the travel package arrangement nor an excursion or other services sold or supplied by the Policyholder during any Period of Insurance

provided that

- A) the liability of the Company under this Section for all sums payable by the Policyholder in respect of costs and expenses incurred in respect of all passengers on any one booking form shall not exceed the Limit of Liability shown in The Schedule
- B) any amount payable under this Section shall be recoverable from any policy of insurance in force at the time of the event giving rise to the claim under this Section for which the passenger is entitled to reimbursement
- C) in respect of B) legal costs are requested within 90 days of the event giving rise to a claim under this Section

### Conditions

The Company shall be entitled to take over and prosecute for its own behalf any claim for the recovery of any sums which have been paid under the terms of this section against any person including the passenger or in the event of the death of the passenger his legal personal representatives and the Policyholder shall give all information and assistance required

Limit of Liability      £5,000 per event

Section 6 - This Section is not operative

**THIS SECTION APPLIES ONLY WHERE SHOWN AS INSURED IN THE SCHEDULE**

## Section 7 - Crisis Public Relation Consultants Fees (Crisis Plus)

### Definitions

Wherever the following words appear in capital in this Section, they will have the meanings shown below

#### 1 Disaster

An event which involves :

- a) death, or
- b) serious injury which is life threatening (involving emergency hospitalisation), or
- c) kidnap or hijack

and where the Policyholder considers there to be a risk to their business as a consequence of adverse publicity.

#### 2 Public Relations Consultancy Fees

Public Relations Consultancy Fees shall mean fees, costs and expenses payable to the Public Relations Consultants solely to provide guidance to minimise any adverse publicity following a Disaster

#### 3 Public Relations Consultants

Kennedys Law LLP or their appointed advisers acting on authority of Kennedys Law LLP

Office:  
25 Fenchurch Avenue  
London EC3M 5AD  
United Kingdom

#### 4 Company

AXA XL Insurance Company Limited.

#### Insurance

In the event of a Disaster and the Company being liable for claims under:

- a) Section 1 Employers' Liability or
- b) Section 2 Public/Products Liability or

the Company shall pay costs and expenses with its prior written consent (such consent not to be withheld unreasonably) in respect of Public Relations Consultancy Fees necessarily incurred by the Policyholder to employ the services of the Public Relations Consultants solely to provide guidance to minimise adverse publicity following such Disaster

The liability of the Company for all Public Relations Consultancy Fees necessarily incurred by the Policyholder under this Section of the policy during any Period of Insurance shall not exceed the amount stated in the Schedule.

#### Excess

The Policyholder shall be responsible under this Section of the policy for the first £100 of each and every claim

## Complaints Notice

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim, please contact the broker/intermediary named in the Schedule through whom this policy was arranged.

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

Complaints Department  
AXA XL Insurance Company Limited  
20 Gracechurch Street  
London EC3V OBG  
United Kingdom

Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)  
Telephone Number: +44 (0) 20 7743 8487

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

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

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
United Kingdom

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

FOS web address: <http://www.financial-ombudsman.org.uk/>

### From within the United Kingdom

Telephone Number:  
0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)  
0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

### From outside the United Kingdom

Call Back Service +44 (0)20 7964 0500  
Fax Number: +44 (0)20 7964 1001  
Text Number: 07860 027 586

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

### **Financial Services Compensation Scheme**

AXAXL Insurance Company Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: <http://fscs.org.uk>

## Fair Processing Notice

### a) How Touchstone Underwriting Limited use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

#### Who we are

Touchstone Underwriting Limited are a Managed General Agency who underwrite risks on behalf of Insurance carriers

You are giving your information to Touchstone Underwriting Limited, which is a member of the Seventeen Group Limited group of companies (the Group). In this information statement, we us and our refers to the Group unless otherwise stated.

#### How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

#### Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 2018 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

#### How to contact us

**In writing to us at Meridien House, 69-71Clarendon Road, Watford, WD17 1DS**

**By Telephone on 01923 298440**

**Website: [www.t-u-l.co.uk](http://www.t-u-l.co.uk)**

You are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Seventeen Group, Meridien House, 69-71Clarendon Road, Watford, WD17 1DS.

### b) AXAXL Insurance Company Limited

For information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [dataprivacy@axaxl.com](mailto:dataprivacy@axaxl.com)

#### Regulatory Information

**AXA XL Insurance Company UK Limited** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG.  
Registered in England Number 5328622.

The Policyholder can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

#### XL Catlin Services SE

XL Catlin Services SE acts as an agent of AXAXL Insurance Company UK Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.

Registered in Ireland Number 659610.

You can check this information on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate

**Touchstone Underwriting Limited** is authorised and regulated by the Financial Conduct Authority (Firm Reference No.477614)

Registered Office is 156 South Street, Dorking, Surrey RH4 2HF

Registered in England No. 02264985

The Policyholder can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

Insured by



**AXA XL, a division of AXA**

The registered office of AXA XL (incorporated and registered in England and Wales with company number 5328622) is 20 Gracechurch Street, London, EC3V 0BG

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Underwritten and administered by



**Touchstone Underwriting Limited**

Authorised and regulated by the Financial Conduct Authority (FCA No.477614). Meridien House 70 Clarendon Road Watford Hertfordshire WD17 1DS

Registered in England No. 02264985

Registered Office 156 South Street, Dorking, Surrey RH4 2HF

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