

**PERSONAL ACCIDENT,  
EMPLOYERS', PUBLIC & PRODUCTS LIABILITY INSURANCE  
(Occurrence basis form)**

**SCHEDULE TO THE POLICY**

POLICY NO.	B0423RA0000701001
1. Insured:	GunsOnPegs
2. Address of Insured:	Moulsham Court, 39 Moulsham Street, Chelmsford, Essex CM2 0HY
3. Insured's Business:	Members of GunsOnPegs whilst on organised shoots/activities only
4. Period of Insurance:	From 1st June 2010 00.00 hours Local Standard Time. To: 31st May 2011 23.59 hours Local Standard Time.
5. Limits of Liability:	
Section A: Employers' Liability	GBP 10,000,000
Section B: Public Liability	GBP 10,000,000
Section C: Products Liability	GBP 10,000,000
Section D: Personal Accident	
1. Death	GBP 55,000
2. Total and irrecoverable loss of sight of both eyes	GBP 55,000
3. Total and irrecoverable loss of sight of one eye	GBP 55,000
4. Loss of two limbs	GBP 55,000
5. Loss of one limb	GBP 55,000
6. Total and irrecoverable loss of sight of one eye and loss of one limb	GBP 55,000
7. Permanent Total Disablement (other than total loss of sight of one or both eyes or loss of limb).	GBP 55,000
Coverage limited to GBP5,000 in respect of Members aged under 16.	
Maximum age limit 85.	
6. The Self-Insured Excess (Sections B & C only) which the Insured shall bear in respect of each and every claim:	GBP 250
Proposal Form Dated:	Not Applicable
Endorsements:	As per Schedule attached

## EMPLOYERS', PUBLIC & PRODUCTS LIABILITY INSURANCE

### 1 OPERATIVE CLAUSE

Whereas the Insured named in the Schedule has made to the Underwriters a Proposal, which is hereby agreed to be the basis of this Insurance and deemed incorporated herein, the Underwriters hereby agree to indemnify the Insured, in consideration of the payment of the Premium stated in the Schedule, against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the laws of any country but not where the action is brought in a court of law in or any judgment, award, payment, settlement or proceedings are made within territories which operate under the laws of the United States of America or where any order or proceedings are made anywhere in the World to enforce such judgment, award, payment or settlement either in whole or in part.

This indemnity applies only to such liability as is set out in each insured Section of this Insurance arising in the ordinary course of the Business specified in the Schedule, subject always to the terms and conditions of such Section and of this Insurance as a whole. Only those Sections where an amount has been inserted under Limit of Liability in the Schedule are insured.

### 2 DEFINITIONS

For the purpose of determining the indemnity granted:

a. **Injury**

the term "Injury" shall mean death, bodily injury, illness or disease of or to any person;

b. **Damage**

the term "Damage" shall mean physical loss, destruction or damage to tangible property;

c. **Pollution**

the term "Pollution" shall mean any pollution or contamination of the atmosphere or of any water, land or other tangible property;

d. **Product**

the term "Product" shall mean any physical property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured, but shall not include food or drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit;

e. **Proposal**

the term "Proposal" shall mean a written proposal made by or on behalf of the Insured to the Underwriters for the insurance evidenced by this Insurance, including any statements, declarations, warranties or information upon which the Underwriters have relied and, where a special form or presentation has been used for the purpose, bearing the date stated in the Schedule;

f. **Business**

the term "Business" includes:

- i. the ownership or occupation of premises by the Insured including incidental repair and maintenance for the purpose of the Business;
- ii. the provision of canteen social sports and welfare organisations for the benefit of Employees;
- iii. fire, first aid and ambulance services;

- iv. private work undertaken with the consent of the Insured by an Employee for a director partner or senior official of the Insured;

g. **Territorial Limits**

the term "Territorial Limits" means:

- i. the European Economic Community.
- ii. elsewhere in the World where Employees of the Insured who are normally resident in the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands are on a temporary visit on the Business of the Insured;

h. **Employee**

the term "Employee" means:

- i. any person who has entered into or works under a contract of service or apprenticeship with the Insured;
- ii. any labour-master and/or person supplied by him;
- iii. any person employed by a labour-only subcontractor;
- iv. any self-employed person performing work under a similar degree of control and direction of the Insured as a person under a contract of service or apprenticeship with the Insured;
- v. any person who is hired to or borrowed by the Insured;
- vi. any person who is engaged under a work experience or youth training scheme;

while working for the Insured in connection with the Business;

i. **Offshore**

the term "Offshore" means from the time of embarkation by an Employee on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the Employee from a conveyance onto land upon return from an offshore rig or offshore platform;

j. **Sexual Nature**

the term "Sexual Nature" means but is not limited to sexual gratification, discrimination, coercion, harassment or pressure of any kind.

k. **Underwriters**

the term "Underwriters" means Marketform Limited and/or Marketform Syndicate 2468

**3 DEFENCE COSTS**

Subject always to Clause 6, Limit of Liability, the Underwriters will pay all reasonable legal costs and expenses incurred by the Insured with the Underwriters' prior consent, such consent not to be unreasonably withheld:

- a. in the investigation, defence or settlement of; and/or
- b. as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to;

any occurrence which forms or could form the subject of indemnity by this Insurance ("Defence Costs").

#### **4 INDEMNITY TO OTHERS**

The indemnity granted extends:

- a. at the request of the Insured, to any party who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant indemnity and subject always to Clauses 9.a. and 14.c.iii.;
- b. to officials of the Insured in their business capacity for their liability arising out of the performance of the Business and/or in their private capacity arising out of their temporary engagement of the Insured's employees;
- c. at the request of the Insured, to any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Insured;
- d. to the officers, committee and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
- e. to the personal representatives of the estate of any person indemnified by reason of this Clause 4 in respect of liability incurred by such person;
- f. with respect to Section A to any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim had been made against the Insured;

provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Insurance as though they were the Insured.

#### **5 CROSS LIABILITIES**

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other such person or party, subject to the Underwriters' total liability not exceeding the stated Limit of Liability.

#### **6 LIMIT OF LIABILITY**

Regardless of the number of Insureds, additional Insureds or entities comprising the Insured or the number of claims or claimants or any other reason whatsoever, the Underwriters' liability to pay damages, including claimants' costs, fees and expenses, shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause, but in respect of liability arising out of Pollution and Products separately the Limit of Liability represents the Underwriters' total liability in respect of all occurrences.

Should liability arising from the same originating cause form the subject of indemnity by more than one Section of this Insurance, each Section shall be subject to its own Limit of Liability, provided always that the total amount of the Underwriters' liability shall not exceed the single greatest Limit of Liability available under the Sections providing indemnity.

Defence Costs will be payable in addition to the Limit of Liability, however, if a payment in excess of the amount of indemnity available under this Insurance is necessary to dispose of a claim or series of claims arising out of one event, the Underwriters' liability in respect of such Defence Costs shall be such proportion of the total Defence Costs incurred as the amount of the indemnity available under this Insurance bears to the total amount necessary to dispose of the claim.

Under Section A the Underwriters will also pay all other costs and expenses incurred with their prior written consent in diminution of the Limit of Liability.

The above is limited to GBP 50,000 in respect of legal and other defence fees arising out of any one occurrence for representation of the Insured at:

- a. any Coroner's Inquest or Fatal Accident Inquiry in respect of death and at which an Employee or principal of the Insured has been requested to give evidence;

- b. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury;

which may be subject to indemnity under this Insurance.

## **7 INDEMNITY TO PRINCIPAL**

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

## SECTION A – EMPLOYERS’ LIABILITY

### 8 SECTION A – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for his liability at law for damages and claimant’s costs and expenses in respect of Injury to any Employee occurring during the Period of Insurance and arising out of and in the course of his employment by the Insured in connection with the Business.

### 9 SECTION A - EXTENSION - HEALTH AND SAFETY AT WORK ACT AND CORPORATE MANSLAUGHTER

The Underwriters will additionally under this Section A indemnify the Insured and at the request of the Insured any director partner or Employee of the Insured in respect of legal costs and expenses incurred with the Underwriters’ consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- a. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- b. the Corporate Manslaughter and Corporate Homicide Act 2007;

provided always that:

- c. the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business and in connection with a claim in respect of which the Insured is entitled to indemnity under this Section A;
- d. the Underwriters shall not provide indemnity in respect of:
  - i. fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution;
  - ii. any circumstances for which indemnity is provided by any other insurance;
  - iii. proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
  - iv. proceedings which arise out of any activity or risk excluded from this Insurance.

The liability of the Underwriters in respect of all such legal costs and expenses shall not exceed the sum of GBP 1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences.

### 10 SECTION A - EXCLUSIONS

This Section does not cover:

#### a. **Offshore**

liability arising Offshore;

#### b. **Road Traffic Act**

Injury to any Employee arising when such Employee is:

- i. carried in or on any vehicle

- ii. entering or getting on to or alighting from a vehicle;
- iii. in circumstances which require insurance or security under any road traffic legislation;

**11 COMPULSORY INSURANCE**

The Insurance granted by this Section A is deemed to be in accordance with the provisions of any law enacted in the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands relating to compulsory insurance of liability to employees. If, however, there shall have been non-observance of any conditions of this Insurance by the Insured and the Underwriters shall have paid any sum which the Underwriters would not have paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

**12 INCIDENT LOG BOOK**

It is a condition of this Section A that the Insured shall keep a log book of all incidents (no matter how trivial) that occur on the premises and such book shall be kept available for inspection by the Underwriters.

## SECTION B - PUBLIC LIABILITY

### 13 SECTION B - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but not against liability more specifically insured against elsewhere in this Insurance.

### 14 SECTION B - EXCLUSIONS

This Section does not cover

#### a. Motor Vehicles

liability arising directly or indirectly out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than liability:

- i. arising from the use of plant as a tool of trade on site or at the Insured's premises;
- ii, arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;
- iii. arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking;

provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility;

#### b. Aircraft & Watercraft

liability arising directly or indirectly out of the ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length and then only whilst on inland waterways);

### 15 SECTION B – EXTENSION - CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ACT 2007

This Section B extends to indemnify the Insured in respect of legal costs and expenses incurred with the Underwriters' prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the Period of Insurance in the course of the Business.

Provided always that:

- a. the Underwriters' liability under this extension shall not exceed GBP 5,000,000 in any one Period of Insurance or the Limit of Liability stated in the Schedule whichever is the lesser. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule;
- b. this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- c. the Underwriters must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured;
- d. the Insured shall give to the Underwriters immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension;

- e. in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding;
- f. the Underwriters shall be under no liability:
  - i. where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge;
  - ii. in respect of fines or penalties of any kind;
  - iii. in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1. the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder;
    - 2. the Food Safety Act 1990 or any regulations made thereunder;
    - 3. the Consumer Protection Act 1987 or any regulations made thereunder;
  - iv. where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance;
- g. where the Underwriters have already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another Section of this Insurance the amount paid under that Section will be taken into account in arriving at the Underwriters' liability payable under this extension.

## SECTION C - PRODUCTS LIABILITY

### 16 SECTION C - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but only against liability arising out of or in connection with any Product but not against liability more specifically insured elsewhere in this Insurance.

### 17 SECTION C - EXCLUSIONS

This Section does not cover:

a. **Damage to Products**

liability for Damage to any Product or part thereof;

b. **Product Guarantee**

liability for costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof and/or any economic loss consequent upon the necessity for such repair, reconditioning, modification or replacement;

c. **Recall**

liability arising directly or indirectly out of the recall of any Product or part thereof;

d. **Aviation Products**

liability arising directly or indirectly out of any Product or part thereof which the Insured knows or ought to know is intended to be incorporated into the structure, machinery, electrics, electronics or controls of any aircraft or spacecraft.

e. **Design**

liability arising from advice, design, formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged.

f. **Employees**

liability for injury caused to any employee of the Insured arising out of or in the course of such persons employment by the Insured in the business.

## SECTION D – PERSONAL ACCIDENT

Words in bold print in this Insurance have special meaning, as defined in the DEFINITIONS of this Insurance

### IMPORTANT NOTICE.

THIS INSURANCE DOES NOT PROVIDE SICKNESS OR DISEASE INSURANCE.

IF THE INSURED PERSON SHALL ENGAGE IN ANY OCCUPATION SPORT OR PASTIME OR OTHER ACTIVITY OF A HAZARDOUS NATURE THEY SHOULD DISCLOSE IT.

We The Underwriters hereby agree with the Assured, to the extent and in the manner herein provided, that if the Insured Person sustains **Bodily Injury** caused by an **Accident**, we will pay to the Assured, or to the Assured's Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this Insurance.

### Provided always that:

1. benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident** to any one Insured Person.
2. the total sum payable under this Insurance in respect of any one or more **Accidents** to any one Insured Person shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.
3. if Item 1 of Section D of the Schedule of Benefits is not covered, then no claim shall be payable, other than for weekly benefits, in respect of any **Accident** which would have given rise to a claim for death had that item been covered.
4. if Item 1 of Section D of the Schedule of Benefits is covered and an **Accident** causes the death of the Insured Person within twelve months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid only the benefit provided for in the case of death.

### DEFINITIONS

In this Insurance:

1. '**BODILY INJURY**' means identifiable physical injury which
  - (a) is caused by an **Accident**, and
  - (b) solely and independently of any other cause, except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the **Accident**.
2. '**ACCIDENT**' means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

**Accident** shall also include

- (a) exposure resulting from a mishap to a conveyance in which the Insured Person is travelling;
- (b) disappearance. If the Insured Person is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the Insured Person has sustained **Bodily Injury** and that such injury has caused the Insured Person's death, the Underwriters shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.

3. **'PERMANENT TOTAL DISABLEMENT'** means disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.
4. **'LOSS OF A LIMB'** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.

## **EXCLUSIONS**

This Insurance does not cover death or disablement in any way caused or contributed to by

1. war, whether war be declared or not, hostilities or any act of war or civil war;
2. radioactive contamination;
3. the Insured Person engaging in or taking part in armed forces service or operations;
4. the Insured Person engaging in flying of any kind other than as a passenger;
5. the Insured Person's suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
6. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno- deficiency Virus (HIV) howsoever these have been acquired or may be named;
7. the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life);
8. the Insured Person's own criminal act;
9. the Insured Person being under the influence of alcohol or drugs.

## **CONDITIONS**

1. If the Insured Person shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with this Insurance without the Assured first notifying the Underwriters and obtaining their written agreement to the inclusion under this Insurance (subject to the payment of any additional premium as the Underwriters may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising from such activity.
2. Unless otherwise declared and agreed by the Underwriters no benefit will be payable for any condition for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which the Insured Person was or should reasonably have been aware at inception of this Insurance or for which the Insured Person has been treated at any time prior to inception.
3. Notice must be given to the Underwriters as soon as reasonably practicable of any **Accident** which causes or may cause a claim within the meaning of this Insurance, and the Insured Person must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an **Accident**.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.

4. Any fraud, concealment, or deliberate mis-statement by an Insured Person, if unknown to the Assured, either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Insured Person in question but any such fraud, concealment, or deliberate mis-statement by or known to the Assured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.

## 18 GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

This Insurance does not cover:

a. **Deliberate Acts**

liability arising directly or indirectly out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable precautions to prevent Injury or Damage;

b. **Contractual Liability**

liability assumed by the Insured under any liquidated damage, penalty or forfeiture clause, express warranty, contract, agreement or guarantee other than to the extent that such liability would have attached to the Insured in the absence of such clause, warranty, contract, agreement or guarantee;

c. **Other Insurance**

any expense or liability covered under or indemnified by any other policy of insurance, however, this exclusion shall not apply to any expense or liability in excess of the limit of indemnity in such other policy of insurance;

d. **Fines, Penalties, Punitive and Liquidated Damages**

liability for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever including liquidated damages;

e. **Asbestos**

liability arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Liability of GBP 5,000,000 shall apply.

It is a condition precedent to the liability of the Underwriters that the Insured do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose, sell or use asbestos or materials or products containing asbestos.

f. **War and Terrorism**

liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

i. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

ii. any act of terrorism;

For the purpose of this exclusion an act of terrorism means an act, including but not limited to 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 exclusion also excludes liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to i. and/or ii. above.

If the Underwriters allege that by reason of this exclusion, any liability is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

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

The above exclusion does not apply to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of GBP 5,000,000 shall apply.

g. **Radioactive Contamination and Explosive Nuclear Assemblies**

liability arising directly or indirectly out of ionising radiations 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;

h. **Pollution (in respect of Sections B & C only)**

liability arising out of Pollution:

the above exclusion does not apply in respect of Pollution caused by a sudden, specific and identifiable event occurring during the period of insurance and provided the Insured has taken all reasonable precautions to prevent loss by Pollution.

There is no cover for Pollution in respect of:

i. **Premises Owned**

liability for Damage to premises presently or at any time previously owned or tenanted by the Insured;

ii. **Land Occupied**

liability for Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Insured or otherwise in the Insured's care, custody or control.

i. **Sexual Abuse**

liability arising directly or indirectly out of or in connection with any actual or attempted conduct or contact of a Sexual Nature.

j. **Care, Custody & Control (in respect of Sections B & C only)**

liability for Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:

- i. premises or the contents thereof temporarily occupied by the Insured for work therein or thereon but no indemnity is granted for Damage to that part of the property on which the Insured is working and which arises out of such work;
- ii. clothing and personal effects belonging to employees and visitors of the Insured;
- iii. premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement;

## 19 GENERAL CONDITIONS

Conditions 19.b. to 19.d. are precedent to the Underwriters' liability to provide indemnity under this Insurance. If any breach of such conditions should occur the Underwriters shall have the option to exclude from the indemnity hereunder any claim which has arisen or may arise in connection with such breach.

### a. **Self-Insured Excess**

The Underwriters shall only be liable for that part of each claim or series of such claims arising out of any one originating cause under this Insurance, including Defence Costs, which exceeds the amount of the Self-Insured Excess stated in the Schedule. The Insured shall retain the Self-Insured Excess for its own account and shall not insure it elsewhere.

### b. **Claims Notification**

The Insured shall give to Underwriters immediate notice in writing during the Period of Insurance of:

- i. any claim made against any Insured which may fall within the scope of this Insurance;
- ii. the receipt of notice, whether written or oral, from any person or entity of their intention to make such a claim against the Insured;
- iii. any circumstances of which the Insured shall become aware which might reasonably be expected to give rise to such a claim being made against the Insured, giving reasons for the anticipation of such claim.

Additionally, the Insured and/or person claiming to be indemnified under this Insurance must:

- iv. notify the Underwriters in writing immediately they shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Insurance;
- v. forward to the Underwriters immediately on receipt every letter, claim, writ, summons or process.

### c. **Claims Handling**

No admission, offer, promise or payment shall be made or given by or on behalf of the Insured nor shall any costs be incurred by the Insured without the written consent of the Underwriters; and the Underwriters shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings in the defence or settlement of any claim.

The Insured shall at all times give the Underwriters such information and co-operation as the Underwriters may reasonably require.

### d. **Subrogation**

The Underwriters shall become subrogated to all rights of recourse and remedies of the Insured, before as well as after any payment by the Underwriters to the extent of such payment and the Insured shall take all reasonable steps to preserve such rights and remedies.

Notwithstanding the above, if any payment is made or may be made under this Insurance and the Underwriters are thereupon subrogated to the Insured's rights of recovery in relation thereto, the Underwriters agree not to exercise any such rights against any director or employee of the Insured unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

The Insured shall give all such assistance in the exercise of rights of recovery as the Underwriters may reasonably require.

e. **Material Information**

Underwriters shall at any time be entitled to void this Insurance by reason of any inaccurate or misleading information given by the Insured in the Proposal.

The Insured shall throughout the Period of Insurance give immediate notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the Proposal.

f. **Adjustment of Premiums**

If the Premium for this Insurance has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall at all times allow the Underwriters or their duly appointed representative to inspect such records. The Insured shall within one month from expiry of the Period of Insurance furnish such particulars and information as the Underwriters may require. The premium for such period shall then be adjusted, if applicable, and the difference paid by or returned to the Insured, provided that the premium for any Period of Insurance shall not be less than any Minimum Premium stated in the Schedule.

g. **Relinquishment**

The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Insurance the amount of the Limit of Liability remaining under this Insurance or any lesser amount for which such claim or claims can be settled less any sums already paid and, where Defence Costs are inclusive within the Limit of Liability, less any associated Defence Costs already paid. Upon such payment being made, the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims or associated Defence Costs incurred after the date of such relinquishment.

However, if the Underwriters exercise the above option and the total amount required to dispose of any claim or series of claims exceeds the Limit of Liability and Defence Costs are payable in addition to the Limit of Liability under this Insurance then the Underwriters will pay their proportion of Defence Costs incurred up to the date of relinquishment in such proportion as the amount of the indemnity available under this Insurance bears to the total amount which in the opinion of the Underwriters at the time of relinquishment will be necessary to dispose of the claim.

h. **Dispute**

This Insurance shall be governed by English Law unless stated to the contrary. If any dispute arises in connection with the formulation, validity or interpretation of this Insurance, it is understood and agreed by both the Insured and the Underwriters that the dispute will be referred to non-binding Mediation at a convenient venue for both parties (failing agreement on this, the Mediation shall be held in London, England). Mediation shall be initiated by the delivery of a written notice of request for Mediation by one party to the other. Each party shall bear the expenses of its own representation and shall jointly and equally bear with the other party the expenses of the Mediation. Failing mutual agreement on a suitable Mediator, a Mediator shall be appointed by application to the President of the Law Society of England and Wales.

If Mediation cannot resolve the dispute then such dispute shall be submitted to the exclusive jurisdiction of the Courts of England. Both parties agree to comply with all requirements necessary to give such court jurisdiction.

i. **Cancellation**

This Insurance may be cancelled by or on behalf of the Underwriters by thirty days' notice given in writing to the Insured. The Premium shall then be adjusted in accordance with Condition 19.f, if applicable, and then calculated on the basis of the Underwriters receiving or retaining pro rata premium.

Notice shall be deemed to be duly received if sent by pre-paid letter post properly addressed to the Insured's or the Insured's broker's last known address.

j. **Fraudulent Claims**

If any claim under this Insurance is in any respect fraudulent this Insurance shall become void ab initio.

## COMPLAINTS PROCEDURE

Marketform are committed to providing you with a high quality service, which we expect to maintain throughout the duration of the policy. In order for this level of service to be fully appreciated by you, we would first ask you to read through this policy document carefully to ensure you understand the extent of the coverage provided and the conditions and exclusions that apply – *particularly what is required of you if and when you become aware of a claim or a circumstance which may give rise to a claim being made against you.*

If you have any questions or concerns about your policy, which cannot be answered to your satisfaction by your Broker, then please contact us at the address set out below.

If you have any complaint or issues over the handling of a claim you should, in the first instance, please contact the Compliance Officer at the address set out below.

If you feel that we have not offered you a first class service, please write and tell us at the address set out below and we will do our best to resolve the matter with you.

Contact Address:

Thompson Heath & Bond Ltd	Tel:	020 7469 0100
107 Leadenhall Street	Facsimile	020 7469 4537
London EC3A 4AF		

If you are unable to resolve the situation with the above and wish to contact the insurer directly, please write and tell us at the address set out below and we will do our best to resolve the matter with you.

Contact Address:

Marketform Syndicate 2468	E-Mail address: <a href="mailto:info@marketform.com">info@marketform.com</a>
8 Lloyds Avenue	Tel: 020 7488 7700
London EC3N 3EL	Facsimile: 020 7488 7800

If you are unable to resolve the situation with us and wish to make a complaint, you can do so at any time by referring the matter to the, Policyholder & Market Assistance whose contact details are as follows:

Policyholder & Market Assistance	Tel:	020 7327 5693
Lloyd's	Facsimile:	020 7327 5225
One Lime Street		
London EC3M 7HA		
E-Mail address: <a href="mailto:Complaints@Lloyds.com">Complaints@Lloyds.com</a>		

Complaints that cannot be resolved by the Policyholder & Market Assistance may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

“Lloyd's underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's underwriter is unable to meet its 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 (7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN) and on their website ([www.fscs.org.uk](http://www.fscs.org.uk)).”

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## **SCHEDULE OF ENDORSEMENTS:**

### **SHOTGUN OWNERS CONDITION**

Indemnity will only be granted under this Policy in respect of Participants holding a valid Police approved shotgun license or Fire Arm Certificate or be in the presence of the License/Certificate holder for that gun, whilst participating in an organised activity as stated in the Hunting Exclusion below which complies with the legal requirements specified in the Code of Good Shooting Practice 2008.

### **JURISDICTION ENDORSEMENT**

Notwithstanding the terms contained within the Operative Clause of this Policy, it is further understood and agreed that the Insured will only be defended or indemnified under this Policy for Claims made in the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### **HUNTING EXCLUSION**

This Policy does not provide indemnity for any loss, Injury, Damage, claim or defence costs and expenses arising of hunting activities. Cover is limited to the activities of Wildfowling, Stalking, the Shooting of Game, Deer & Vermin, Target Shooting, Airgunning, Conservation, Hawking, Archery, Angling, Ferreting, Gundog Working & Gundog Training.

### **DIRECTORS AND OFFICERS EXCLUSION**

Indemnity will not be granted under this Policy in respect of any Defence Costs or liability arising directly or indirectly out of or in respect of any person acting in their capacity as a director or officer of the Insured or any firm or company.

### **LIBEL AND SLANDER EXCLUSION**

Indemnity will not be granted under this Policy in respect of Defence Costs or any act of libel or slander.