

LYCETTS COMBINED LIABILITY INSURANCE SCHEDULE TO THE POLICY

Policy Number: Contract Number:	OXY207/16 OIMCC160052
Insured:	The British Deer Society; and/or The British Deer Society (Sales & Services) Ltd; and/or Registered Members of the British Deer Society whom have purchased the Public & Products Liability insurance offered by The British Deer Society (Sales & Services) Ltd
Address:	The Walled Garden, Burgate Manor, Fordingbridge, Hampshire, SP6 1EF
Business:	A registered Charity representing the education, conservation management and welfare of deer as more specifically described in the memorandum of association; and/or representing the country sports interests of its Members; and/or promoting and protecting the country sports environment upon which its Members depend.
Period of Insurance:	From: 01/08/2016 To: 31/07/2017 (Both Dates Inclusive)
Limits of Indemnity :	Section A Employers' Liability Nil Section B Public Liability £10,000,000 Section C Products Liability £10,000,000
Excess:	£250 each and every claim in respect of third party property damage
Policy Description:	Recreational Deer Stalkers' Field Sports Public Liability Insurance
Public Liability Cover:	<p>Registered Members of the British Deer Society whom have paid the appropriate insurance premium via The British Deer Society (Sales & Services) Ltd are covered by a Public Liability Limit of Indemnity of £10,000,000 any one occurrence whilst taking part lawfully in any recognised Deer Stalking or Field Sports activity for recreational purposes only as endorsed by The British Deer Society and agreed by the Insurer, including Member to Member liability; and if not covered by any other insurance.</p> <p>Indemnity provided by this policy will not apply in respect of Liability arising from the occupation trade or profession of the Registered Members of the British Deer Society whom have paid the appropriate insurance premium via The British Deer Society (Sales & Services) Ltd.</p> <p>Indemnity provided by this policy is extended to include the deriving of a gain of not greater than £5,000 per annum from such recreational activities in a non-professional capacity; and if not covered by any other insurance.</p> <p>Cover is extended to include liability arising out of the Member's use of the 'estate' rifle facility under the provisions of the Firearms (Amendment) Act 1988. It is warranted that in such circumstances the Member will be accompanied at all times by a qualified estate employee who is also a holder of a firearms certificate for that particular firearm, and retains custody of that firearm until such time as a shot is to be taken.</p>
Recognised Field Sports	It is hereby noted that the cover provided by this policy in respect of

<p>Activities:</p>	<p>Registered Members of the British Deer Society whom have paid the appropriate insurance premium via The British Deer Society (Sales & Services Ltd) includes but is not limited to the following recreational activities as endorsed by The British Deer Society:</p> <ul style="list-style-type: none"> - Deer Stalking - Tracking of Wounded Deer with Dogs - Wild Boar shooting - Driven shooting, Walked up shooting, Rough Shooting - Wildfowling including punt gunning - Clay pigeon shooting - Target shooting including indoor ranges & competition - Vermin & pest control - Fishing & Angling and including Sea Fishing from shoreline only. - Gun dog handling including competitive gun dog trials / tests / field trials - Ferreting - Conservation and conservation management activities (excluding professional work) <p>And any such similar Field Sports activities as individually agreed and approved by The British Deer Society and the Insurer.</p> <p>Cover is extended to include the use of hand propelled boats, motorised boats and punt gun boats whether hand or motor propelled, including the use of small boats, yachts, pleasure craft and/or vessels used on inland waterways up to a maximum waterline length of 15 metres whilst conducting a British Deer Society recognised recreational activity.</p>
<p>Territorial Limits:</p>	<p>Worldwide excluding USA and Canada.</p>
<p>Professional Services Exclusion (Applicable to Section B):</p>	<p>Underwriters shall have no liability under this Policy to provide any indemnity or benefit for any legal liability arising out of breach of professional duty or wrongful or inadequate advice, whether a fee is charged or not.</p> <p>It is hereby noted and agreed that this Exclusion replaces Exceptions to Section B (12.6).</p>
<p>Public Highway Extension:</p>	<p>It is hereby noted and agreed that cover under Section B (Public Liability) is extended to include the "humane dispatch and removal of deer and other such wildlife from Public Highways as a result of a Road Traffic Accident as requested and under the authorisation and/or jurisdiction of the Police only".</p> <p>Note: This extension does not allow Public Liability cover in anyway what so ever for the Member to dispatch or remove deer and other such wildlife from a Public Highway at his/her own liberty, only at the specific authorisation of the Police.</p>
<p>Unlicensed Firearms:</p>	<p>Cover excludes all losses arising out of unlicensed firearms.</p>
<p>Special Conditions:</p>	<p>Please note;</p> <ol style="list-style-type: none"> I. That a breach of any term or condition expressed to be a condition precedent to liability releases Underwriters from all liability, and therefore any claims would be invalidated. II. That a breach of any term or condition not expressed to be a condition precedent to liability may render a claim only to which that breach relates, null and void.

Premium Rate:	£per Member inclusive of 9.5% Insurance Premium Tax.	
Premium:	Deposit	Minimum
	Section A:	-
	Section B:	£Inc. 9.5% IPT
	Section C:	Included in B above
Adjustment Condition:	The policy is adjustable based upon the number of Members requiring insurance. Declarations of number of members requiring insurance shall be made every 6 months, the first declaration being at policy inception.	
	Reason for Issue: Renewal Effected through: Lycetts Signed: Date: 11 August 2016	

Specimen

Lycetts Combined Liability Insurance Policy

Effected through: **Lycetts**

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number OIMCC160052 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "Underwriters") and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

- 1) the liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;
- 2) this Policy insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

Continued Overleaf

IN WITNESS whereof this Policy has been signed as follows:

The insurers are those whose identity is stated and whose proportionate liability will be detailed on request.

Royal & Sun Alliance Insurance plc

Royal & Sun Alliance Insurance plc (No. 93792) is registered in England and Wales at St. Mark's Court, Chart Way Horsham West Sussex RH12 1XL

AIG Europe Limited.

AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB

Covéa Insurance plc

Covea Insurance plc, Registered in England and Wales No.613259.
Registered office, Norman Place, Reading, RG1 8DA

All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The subscribing Underwriters obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriters or any other Underwriter who for any reason does not satisfy all or part of its obligations.

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

This Policy is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Policy has been signed at the place stated and on the date specified in the Schedule on behalf of

Authorised signatory:

Date:

LIABILITY INSURANCE

1. OPERATIVE CLAUSE

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

2. DEFINITIONS

For the purpose of this Policy:

- 2.1. The Insured/ You/ Your means:
 - 2.1.1. the person, persons or corporate body named in the Schedule
 - 2.1.2. subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.
 - 2.1.3. Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:
 - 2.1.4. the ownership, repair and maintenance of the Insured's own property
 - 2.1.5. provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services
 - 2.1.6. private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.
- 2.2. Injury means bodily injury, sickness, illness, disease or death and shall include but not be limited to nervous shock, mental injury, mental anguish, false arrest, invasion of the right of privacy, detention, false imprisonment, false eviction, malicious prosecution, injurious falsehood, libel, slander and defamation of character, wrongful accusation of theft including shop lifting.
- 2.3. Damage means loss of possession of or damage to tangible property.
- 2.4. Person Employed means any:
 - 2.4.1. Employee being a person under a contract of service or apprenticeship with the Insured
 - 2.4.2. Labour master and persons supplied by him
 - 2.4.3. Person employed by labour only sub-contractors
 - 2.4.4. Self employed person under the control of the Insured
 - 2.4.5. Person hired to or borrowed by the Insured
 - 2.4.6. Person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business
 - 2.5.7. Authorised volunteers

- 2.5. Product means any tangible 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.
- 2.6. Pollution means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.
- 2.7. Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy.
- 2.8. 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.

3. INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1. managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured
- 3.2. the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3.3. any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- 3.4. any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- 3.5. the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

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

4. CROSS LIABILITIES

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

5. LIMITS OF INDEMNITY

- 5.1. SECTION A – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.
- 5.2. SECTIONS B AND C – The Underwriters' total 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

Provided always that the Limit of Indemnity:

- 5.2.1. under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- 5.2.2. under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.
- 5.2.3. in respect of Defence Costs, section 6.1.3. Corporate Manslaughter and Corporate Homicide Act 2007 shall not exceed £1,000,000 in all during the Period of Insurance.

6. DEFENCE COSTS

Subject to the written consent and the control of the Underwriters and subject to all other Policy Conditions and Exclusions, this Policy will also pay Defence Costs.

Defence Costs include legal expenses:

- 6.1. incurred by or awarded against the Insured arising out of any prosecution of the Insured:
- 6.1.1. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
- 6.1.2. for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
- 6.1.3. incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007
- 6.2. arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- 6.3. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A and in respect of Section 6.1. when the Limit of Indemnity will be inclusive of all Defence Costs unless this Policy is specifically endorsed to the contrary.

7. COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Policy the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:

- | | | |
|------|-------------------------|------|
| 7.1. | any director or partner | £250 |
| 7.2. | any Employee | £100 |

Specimen

SECTION A – EMPLOYERS' LIABILITY

8. SECTION A – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring during the Period of Insurance.

9. SECTION A – EXCLUSIONS

This Section does not apply to or include legal liability:

- 9.1. arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed
- 9.2. incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security
- 9.3. arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- 9.4. arising out of Terrorism 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 £5,000,000 shall apply, inclusive of all damages, costs and expenses in respect of any one claim or series of claims against the insured.
- 9.5. 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, other than 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 Indemnity of £5,000,000 shall apply inclusive of all damages, costs and expenses payable in respect of anyone claim or all events of a series consequent on or attributable to one source or original cause.

It is a condition precedent to the liability of 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.

10. SECTION A – COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the Insured, and the Underwriters shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

SECTION B – PUBLIC LIABILITY

11. SECTION B – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage, trespass, nuisance, obstruction, loss of amenities, or any interference with any right of air, light, water or way occurring during the Period of Insurance

12. SECTION B – EXCLUSIONS

This Section does not apply to or include legal liability:

- 12.1. in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 12.2. arising out of or in connection with any Product.
- 12.3. arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:
 - 12.3.1. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
 - 12.3.2. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - 12.3.3. arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation
- 12.4. arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- 12.5. for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:
 - 12.5.1. clothing and personal effects (including vehicles and their contents) of Employees and visitors
 - 12.5.2. premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work
 - 12.5.3. premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement
- 12.6. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

SECTION C – PRODUCTS LIABILITY

13. SECTION C – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage, trespass, nuisance, obstruction, loss of amenities, or any interference with any right of air, light, water or way occurring during the Period of Insurance and arising out of or in connection with any Product.

14. SECTION C – EXCLUSIONS

This Section does not apply to or include legal liability:

- 14.1. in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.
- 14.2. for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective
- 14.3. arising out of the recall of any Product or part thereof
- 14.4. arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- 14.5. arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- 14.6. arising from circumstances known to the Insured prior to the inception date of this Insurance.

GENERAL EXCLUSIONS

15. EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

Sections B and C do not apply to or include legal liability:

- 15.1. arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- 15.2. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 15.3. arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;
 - 15.3.1. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
 - 15.3.2. was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

- 15.4. directly or indirectly occasioned by, happening through or in 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.
- 15.5. directly or indirectly occasioned by, happening through, arising out of, and resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 15.6.
 - a. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

- 15.7 directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 15.8 arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
- 15.9 directly or indirectly resulting from, or in consequence of any travel package arrangement.

16. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not apply to or include legal liability:

- 16.1. directly or indirectly caused by or contributed to by or arising from:
 - 16.1.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 16.1.2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:
- a) of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
 - b) assumed by the Insured by agreement which would not have attached in the absence of such agreement
- 16.2. for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
 - 16.3. for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
 - 16.4. which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

GENERAL CONDITIONS

17. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

(Conditions 17.1. to 17.5. are precedent to Underwriters' liability to provide Indemnity under this Policy)

- 17.1. The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 17.2. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who 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 and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 17.3. The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and 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 except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.
- 17.4. The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 17.5. Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

- 17.6. Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 17.7. If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 17.8. The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.
- 17.9. Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 17.10. All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
- 17.11. **Contract (Rights of Third Parties) Act 1999 Clarification Clause**
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

17.12. **Data Protection Act 1998**

It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

17.13. **E.U. Disclosure Clause (UK)**

Notice to the Proposer/Insured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

17.14 **Your Right to Cancel**

You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Underwriters in respect of the Policy.

If You do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Underwriters reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for You

18 Complaints Procedure

If you have a Complaint which relates to either Your Policy or to a claim which You have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve your concerns by close of the next business day.

If your broker is unable to deal with your concerns the matter will be forwarded onto your Insurer via

Lycetts
"C" Floor, Milburn House
Dean Street
Newcastle upon Tyne
NE1 1PP

Tel No: 0191 2321151. Fax No: 0191 2321873: email info@lycetts.co.uk

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service
Exchange Tower
London E14 9SR
Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action; however, the FOS will not adjudicate on any case where litigation has commenced.

19 Financial Services Compensation Scheme (FSCS)

Royal & Sun Alliance Insurance plc, AIG Europe Limited, Aviva Insurance Limited, Covéa Insurance plc are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

ENDORSEMENTS

The following clauses are only applicable if referred to in the schedule or if subsequently endorsed hereon:-

Specimen