

TOUR OPERATORS AND/OR TRAVEL AGENTS COMBINED LIABILITY INSURANCE

POLICY WORDING

GENERAL DEFINITIONS

1. **Business** is as stated in the Schedule and, for the purposes of Section 3 of this Insurance only, shall include:
 - (a) the provision and management for the benefit of the Insured's Employees of canteen, social, sports and welfare organisations, and first aid, fire and ambulance services;
 - (b) the ownership, repair and maintenance of the Insured's premises;
 - (c) private work carried out with the consent of the Insured for directors, partners or senior officials of the Insured by any Employee.
2. **Bodily Injury** means death, injury, illness, or disease, nervous shock, mental anguish, and mental illness.
3. **Property** means physical and tangible property.
4. **Goods** means any product, or any part of any product, manufactured, sold, supplied, repaired, serviced, altered, treated or processed by the Insured in connection with the Business.
5. **Employee** means any:
 - (a) person under a contract of service or apprenticeship with the Insured;
 - (b) self-employed person;
 - (c) person hired to or borrowed by the Insured from another employer;
 - (d) person undertaking study or work experience or youth training scheme;
 - (e) a voluntary helper;while working for the Insured at their direction, control and supervision in connection with the Business.
6. **Insured** means the person, persons, or corporate body named in the Schedule.
7. **Insurer** means Tokio Marine Europe S.A.
8. **Excess** means the amount(s) stated in the Schedule, which shall be payable by the Insured for each claim or Occurrence in respect of all damages, claimant's costs and expenses, and defence costs and expenses, before the Insurer shall be liable to make any payment under this Insurance.
9. **Territorial Limits** means Worldwide, unless otherwise endorsed on the Schedule.
10. **Occurrence** means an event or series of events emanating from or attributable to one originating cause.
11. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
12. **Limit of Liability** means the total liability of the Insurer for all amounts payable in accordance with the terms of this Insurance, and shall not exceed the amount(s) stated in the Schedule.
13. **Period of Insurance** means the period stated in the Schedule.
14. **Terrorism** shall mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.
15. **Europe** means any country in the European Union, Channel Islands, Iceland, Monaco, Norway, Switzerland, Andorra, Lichtenstein and San Marino.

SECTION 1

PUBLIC/PRODUCTS LIABILITY INSURANCE

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

- (a) accidental Bodily Injury to any person;
- (b) accidental damage to Property;

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

- (i) the liability of the Insurer in respect of all claims arising out of any Occurrence shall not exceed the Limit of Liability specified in the Schedule;
- (ii) where the Bodily Injury or damage to Property is caused by Goods, the Insurer's liability shall not exceed in aggregate the Limit of Liability specified in the Schedule in any one Period of Insurance.

DEFENCE COSTS AND EXPENSES

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

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

Such payments shall be payable:

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

EXCLUSIONS TO SECTION 1

The Insurer shall not indemnify the Insured in respect of liability arising directly or indirectly:

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

For the purpose of this Exclusion the following definitions apply:

"Computer Systems" means any computer, "data" processing equipment, media or part thereof, or system of "data" storage and retrieval, or communications system, network, protocol or part thereof, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode, or any electronic documents utilised in the ownership, security and management of the Insured's electronic communications system, world-wide web site, internet

EXTENSIONS TO SECTION 1

1. **Tenant's Liability**

Exclusion 2 to Section 1 shall not apply to liability for damage to Property, including fixtures or fittings, leased or rented to the Insured.

Provided that this extension shall not apply to liability assumed by the Insured under a tenancy or other agreement which would not have attached in the absence of such agreement.

2. **Defective Premises Act, 1972**

The indemnity provided by this section shall extend to liability incurred by virtue of Section 3 of the Defective Premises Act, 1972 or Section 3 of the Defective Premises Measure (Northern Ireland) 1974, or any amendment or replacement thereto, or equivalent legislation in Europe in connection with premises which have been disposed of by the Insured.

The Insurer will not provide an indemnity:

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

3. **Car Parks**

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

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

4. **Contingent Motor Liability**

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

- (a) in respect of damage to any such vehicle; or
- (b) for which indemnity is provided by any other insurance; or
- (c) caused or arising whilst such vehicle is:
 - (i) engaged in racing, pace-making, reliability trials or speed testing; or
 - (ii) being driven by the Insured; or
 - (iii) being driven with the general consent of the Insured or of his representative by any person who, to the knowledge of the Insured or such representative, does not hold a licence to drive such vehicle, unless such person has held, and is not disqualified from, holding or obtaining such a licence; or
 - (iv) being used outside Europe Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.

5. **Emergency Assistance**

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

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

provided that:

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

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

6. **French Civil Code**

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

Recours de voisin (Articles 1382, 1383 and 1385)

Risque locative (Articles 1733, 1734 and 1735)

SECTION 2

PROFESSIONAL INDEMNITY INSURANCE

The Insurer will indemnify the Insured against:

- (a) damages, including claimants' costs and expenses, arising from any claim or claims first made against the Insured by a client or customer and notified to the Insurer during the Period of Insurance, as a direct result of negligence and/or breach of contract in the conduct of the Insured's Business; and
- (b) costs and expenses incurred by or on behalf of the Insured with the Insurer's prior written consent in the investigation, defence and/or settlement of any claim(s).

Provided always that the Insurer's total liability under this Section shall not exceed in aggregate the Limit of Liability specified in the Schedule in respect of all claims made against the Insured during any one Period of Insurance.

EXCLUSIONS TO SECTION 2

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

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

For the purpose of this Exclusion the following definitions apply:

"Computer Systems" means any computer, "data" processing equipment, media or part thereof, or system of "data" storage and retrieval, or communications system, network, protocol or part thereof, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode, or any electronic documents utilised in the ownership, security and management of the Insured's electronic communications system, world-wide web site, internet site, intranet site, extranet site or web address(es).

"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 Systems".

SECTION 3

EMPLOYER'S LIABILITY INSURANCE

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

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

PAYMENT OF OTHER COSTS AND EXPENSES

The Insurer will also pay:

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

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

EXCLUSION TO SECTION 3

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

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

EXTENSIONS TO SECTION 3

1. Overseas Contingent Employers' Liability

The Insurer will indemnify the Insured against liability for Bodily Injury:

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

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

2. Unsatisfied Court Judgements

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

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

provided that:

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

GENERAL EXTENSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

1. Consortium Clause

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

2. Cross Liabilities

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

3. Indemnity to Directors, Executives and Employees

At the request of the Insured, the Insurer will also indemnify:

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

provided that:

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

4. Indemnity to Principals

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

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

5. Health and Safety at Work etc. Act

The Insurer will at their discretion indemnify the Insured, or any Employee of the Insured, against costs and expenses incurred with the written consent of the Insurer in connection with the defence of a prosecution (including any appeal, where Counsel advises there are reasonable prospects of success in an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under sections 2-8 of the Health and Safety at Work Act 1974, the Republic of Ireland Safety Health & Welfare at Work Act 2005 or equivalent safety legislation of Europe, Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

Provided that:

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

6. Unsatisfied Court Judgements

In the event of:

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

the Insurer will pay to the Insured the outstanding amount of the Judgement, provided that:

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

7. Data Protection

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

- (a) liability caused by or arising from any incident or circumstances known to the Insured at the inception of this cover and which could reasonably have been expected to give rise to a claim;
- (b) any claim or claims made by or on behalf of any director partner or Employee of the Insured in connection with their employment in the Business;
- (c) proceedings consequent upon any deliberate act or omission by or on behalf of the Insured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- (d) fines or penalties of any kind.

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

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

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

8. Legal Defence Costs - Prosecutions

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

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

and/or any equivalent law enacted in the United Kingdom or Europe.

Provided that:

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

9. Compensation for Court Attendance

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

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

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

The Insurer shall not be liable for:

1. Radioactive Contamination

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

2. War

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

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or military or usurped power, riot or civil commotion;
- (b) act of Terrorism

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

3. **Punitive Damages**

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

4. **Gradual Environmental Impairment**

Liability arising from Occurrences happening:

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

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

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

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

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

5. The Insurer shall be deemed to provide no cover nor shall the Insurer be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose The Insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

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

7. **Coronavirus**

Liability arising out of or in any way connected with the presence of or exposure to coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof and/or any action taken in controlling, preventing, suppressing or in any way relating to coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

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

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

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

6. If any part of the premium is calculated on estimates furnished to the Insurer the Insured shall keep accurate records containing all particulars relevant thereto and shall at all times allow the Insurer to inspect such records.

The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurer such particulars and information as they may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.

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

b) not be entitled to any refund of premium.

The Insurer will:

- a) refuse to pay the whole of the claim; and
- b) recover from the Insured any sums that it has already paid in respect of the claim.

The Insurer may also notify the Insured that it will be treating all sections of this policy as having terminated with effect from the date of the earliest of any of the fraudulent act. In that event the Insured will:

- a) have no cover under the Policy from the date of termination; and
- b) not be entitled to any refund of premium.

18. Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990 in respect of the Republic of Ireland, or any equivalent requirement in Europe.

NOTICE

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

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

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

Tokio Marine HCC is a trading name of Tokio Marine S.A., which is a member of the Tokio Marine HCC Group of Companies. Tokio Marine Europe S.A. is authorised by the Luxembourg Minister of Finance and regulated by the Commissariat aux Assurances (CAA). Registered with the "Registre de commerce et des sociétés, Luxembourg" under No. B221975 and registered office at 33, Rue Sainte Zithe, L-2763, Luxembourg

CLAIMS PROCEDURE

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

COMPLAINTS PROCEDURE

We are dedicated to providing you with a high-quality service at all times. If you are dissatisfied with our service to you please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your Insurance you should in the first instance contact

The Head of Compliance
Tokio Marine Europe S.A.
26, Avenue de la Liberté
L1930, Luxembourg

Should Underwriters be unable to resolve any difficulty directly with you to your satisfaction, you may be entitled to refer the dispute to the Insurance Ombudsman at the ACA or to the Insurance Supervisory Authority in Luxembourg (Commissariat Aux Assurances - CAA) who will review your case and who may be contacted at:

ACA
Service Mediation
12, rue Erasme
L-1468 Luxembourg
www.aca.lu

or

CAA
7, boulevard Joseph II
L-1840 Luxembourg
Email: commassu@commassu.lu
www.caa.lu

THE EUROPEAN COMMISSION ONLINE DISPUTE RESOLUTION PLATFORM (ODR)

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

DATA PROTECTION NOTICE

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

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

We may disclose your personal information to:

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

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

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

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

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