

Forming Part of Policy Number ETI/UK 40609

Insured: **Simply Groups Ltd**

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Insuring Clause for Sections 1 and 2 of the policy only.

Group Travel Organiser – is the person identified in the Insureds records as the group organiser who arranged the holiday/trip and is responsible for its administration and operation direct with the insured. This definition does not extend to professional holiday companies.

Provided that

- i. such persons are not entitled to indemnity under any other policy
- ii. such persons shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- iii. nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

Business: **Tour Operator**

Period of Insurance: **22 June 2011 to 21 June 2012**

Renewal Date: **22 June 2012**

Retroactive Date: **22 June 2011**

Limits of Indemnity

Section One Public Liability	£2,000,000	Any one claim
Section Two Professional Indemnity	£1,000,000	Any one Period of Insurance

Insured's Contribution Per Circumstance

Section One Public Liability	£250	Per Person per Circumstance
Section Two Professional Indemnity	£250	Per Person per Circumstance
	£1500	In Aggregate per Circumstance

WELCOME TO ETI – INTERNATIONAL TRAVEL PROTECTION

This Policy is underwritten by **ETI – International Travel Protection**, the UK branch of Europäische Reiseversicherung A.G., a company incorporated and regulated under the laws of Germany, Companies House Registration FC 25660 and Branch Registration BR 007939.

Europäische Reiseversicherung AG and its UK-branch office ETI are licensed, authorised and regulated by the German Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN) (www.bafin.de) and approved by the Financial Services Authority (FSA) (www.fsa.gov.uk) to undertake business in the UK. In addition they are authorised to undertake insurance business in Ireland under the EU freedom of services provisions.

IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. The Company should be contacted immediately if any corrections are necessary.

Any enquiry or complaint you may have regarding your Policy should be addressed in the first instance to Tour Indemnity who arranged the Policy for you:

**The Underwriting Manager
Tour Indemnity,
Minerva House,
Holbeach Technology Park
Park Road, Holbeach
Lincolnshire PE12 7PT
England**

If you are not satisfied with the way in which a complaint has been dealt with please write to:

**The Managing Director
ETI International Travel Protection**

**Albany House
14 Bishopric, Horsham
West Sussex, RH12 1QN
England**

Should you remain dissatisfied you can approach the Association of British Insurers for assistance. The address and telephone number of the London Headquarters of the Association are as follows

**Consumer Information Department
Tel: 0207 600 3333
51 Gresham Street London, EC2V 7HQ
(Quoting reference – Consumer
Information Department)**

The Association can also be contacted at one of its regional offices for which the addresses and telephone numbers can be found in local telephone directories. If you write to or ring the London headquarters please direct your complaint to the Consumer Information Department.

The address for the service of notices in the United Kingdom is ETI – International Travel Protection, Albany House, 14 Bishopric, Horsham, RH12 1QN.

**Patricia Mack
Managing Director & Authorised Representative
ETI – International Travel Protection
Email: eti@travel-insurance.com
www.travel-insurance.com**

INTRODUCTION

In consideration of the Insured having agreed to pay the Premium the Company will indemnify the Insured in the manner and to the extent described within this Policy on the terms set out and subject to its Definitions Extensions Exclusions Conditions and any Endorsements

The proposal and declaration in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

This Policy comprising the Introduction Schedule Definitions Insuring Clause Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word or expression to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear

Signed for and on behalf of the Company



Patricia Mack
Managing Director & Authorised Representative
ETI – International Travel Protection

GOVERNING LAW AND JURISDICTION

This insurance shall be governed by and construed in accordance with the Laws of England and Wales.

POLICY DEFINITIONS APPLYING TO SECTIONS ONE AND TWO

1. **Adjustable Amounts**
'Adjustable Amounts' means passenger numbers and/or wage roll and/or turnover or any other items agreed between the Company and the Insured
2. **Agent**
'Agent' shall mean any person company or firm directly appointed by the Insured to act on their behalf and shall include suppliers of services and sub contractors
3. **Bodily Injury** means bodily injury and includes death disease and physical illness

4. Booking Form

'Booking Form' shall mean the Insured's documentation representing all those Customers booked on the same trip

5. Business

is as stated in the Schedule and includes

- i. the ownership repair and maintenance of the Insured's premises
- ii. the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families
- iii. the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
- iv. private work undertaken with the prior consent of the Insured by an Employee for a Partner or director of the Insured provided that such work is not in pursuit of any trade or business

6. Circumstance

‘Circumstance’ shall mean any one or more of the following

- i. claim against the Insured
- ii. an intimation of an intention to claim against the Insured
- iii. any known direct or indirect criticism or dispute which has been expressed in writing relating to the performance of the Insured (whether justified or not) which might give rise to third party loss or damage
- iv. any known direct or indirect criticism or dispute which has been expressed in writing relating to the performance (whether justified or not) of a party for whom and for which the Insured is responsible which might give rise to third party loss or damage
- v. any awareness of the Insured of failing or doubt of the efficacy of their own performance or the performance of a party for whom and for which they are responsible where such failing might give rise to third party loss or damage
- vi. any awareness of the Insured that materials goods services or actions specified designed or recommended by the Insured or by a party for whom and for which the Insured is responsible have failed to meet the standard required and which might result in third party loss or damage which regardless of the Insured’s Contribution may be the subject of indemnity under this Policy

7. Company

‘Company’ shall mean ETI – International Travel Protection

8. Customer

‘Customer’ shall mean any person that has entered into a contractual agreement to purchase services from the Insured

9. Damage

‘Damage’ shall mean accidental physical destruction of or accidental damage to or loss of tangible property including attendant loss of use of such property

10. Documents

‘Documents’ shall mean all:

- i. documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
- ii. computer system records

11. Employee

‘Employee’ means any:

- i. person under a contract of service or apprenticeship with the Insured
- ii. person engaged under any training educational or work experience programme
- iii. labour master or labour only sub-contractor or any person employed or supplied by them
- iv. self employed person
- v. person hired to or borrowed by the Insured

while working for the Insured in the course of the Business

12. Injury

‘Injury’ shall mean

- i. Bodily Injury as defined in 3. above
- ii. false arrest wrongful detention or false imprisonment or malicious prosecution of any person
- iii. wrong entry or eviction or other invasion of the right of private occupancy
- iv. mental anguish

13. Insured

For Section 1 the word ‘Insured’ shall mean the person firm or company named in the Schedule and shall include

- i. any Partner or director of the Insured
- ii. any Employee

- iii. any officers committees or members of the Insured's catering sports social welfare health and safety and educational organisations fire first aid medical dental ambulance and security services in their respective capacities as such
- iv. any director or Partner of the Insured or Employees in respect of private work undertaken by any Employee for such director Partner or Employee with the prior consent of the Insured
- v. in the event of the death of the Insured the legal personal representatives in respect of liability incurred by the Insured

Provided that

- a. each party covered hereunder shall observe fulfil and be subject to the terms of the Policy insofar as they can apply
- b. the Company's aggregate liability to the Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Schedules
- c. no party is entitled to indemnity under any other policy

For Section 2 the word 'Insured' shall mean the person firm or Company named in the Schedule and shall include

- i. where the Insured is a partnership any Partner or former Partner of the Insured
- ii. any director or former director
- iii. any employee or former Employee
- iv. any person who becomes a Partner or director of the Insured during the Period of Insurance
- v. any predecessors in business of the person firm or company named in the Schedule provided the Company has been notified in writing of the existence of such predecessors

and the estates and/or the legal representatives of any person referred to in this definition in the event of their death incapacity insolvency or bankruptcy

14. Insured's Contribution

'Insured's Contribution' shall mean the first amount of each claim for which the Insured is responsible in respect of any one claim made against the Insured as shown in the Schedule

all claims attributable to

- i. the same act or omission
- ii. a series of acts or omissions consequent upon or attributable to the same original cause or source

will be regarded as one claim

15. Nuisance means nuisance trespass or interference with any easement right of air light water or way

16. Partner means a partner in a legally constituted business partnership, acting in that capacity

17. Period of Insurance means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium

18. Pollution or Contamination means

- a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b. all Bodily Injury Nuisance or loss of or damage to material property or indirectly caused by such pollution or contamination

19. Principal means any person company firm public local or statutory authority for whom the Insured is carrying out work under contract or agreement

20. Product means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith)

manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in the course of the Business and not in the custody or control of the Insured

21. Proposal

‘Proposal’ shall mean any signed proposal form and declaration and any information supplied to the Company by or on behalf of the Insured in addition thereto or in substitution thereof

22. Public Relations Consultancy Fees

Public Relations Consultancy Fees shall mean fees, costs and expenses incurred solely to provide any guidance to minimise any adverse publicity following a Bodily Injury

23. Territorial Limits

‘Territorial Limits’ shall mean anywhere in the world, or as defined in the Schedule.

24. Wrongful Act

‘Wrongful Act’ shall mean any actual or alleged negligent act, error or omission or unintentional breach of confidentiality.

POLICY CONDITIONS

GENERAL PROVISO

The Company’s total liability under Sections 1 and 2 of this Policy shall not exceed the Limit of Indemnity as stated in the Schedule or if the Limits of Indemnity are different under both Sections the higher of the two in respect of claims brought under both Sections arising from any single occurrence cause or source

GENERAL WARRANTIES

1. It is hereby warranted by the Insured that all local accommodation and transport services have own insurance in place

2. It is hereby warranted that the policyholder shall not agree any subrogation waivers with local service providers

SEVERABILITY

If any provision in this contract is found to be invalid or unenforceable then such provision shall be modified to reflect the parties’ intention. All remaining provisions shall remain in full force and effect

GENERAL CONDITIONS

1. Cancellation

The Company may cancel this insurance by giving 30 days notice in writing sent to the Insured by post at the Insured’s last known address

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured. Renewal will not be invited unless a satisfactory Proposal is received by the Company prior to the Renewal Date

2. Continuing Duty

The Insured is under a continuing duty beginning with the Proposal and throughout the Period of Insurance to disclose as soon as reasonably practicable all material changes in information supplied to the Company as part of the Proposal

3. Due Observance

The due observance of the terms conditions exclusions and endorsements of this Policy by the Insured and all persons comprising the Insured insofar as they relate to anything to be done or complied with by the Insured and the trust of the statements and answers and information supplied on or in connection with the Proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy

4. Misrepresentation and Fraud

This insurance shall be avoidable at the Company’s option if the Insured has

concealed or misrepresented any fact or circumstances material to the Company or in the case of any fraud or attempted fraud on his part concerning this insurance or its subject matter whether before or after loss

5. Non Contribution

If at the time of any occurrence or claim there is or would but for the existence of the Policy be any other insurance applicable to such occurrence or claim the Company shall not be liable under the Policy except to the extent of any excess beyond the amount payable under such other insurance had the Policy not been effected

6. Premium Adjustment

If the Premium for this Policy has been calculated on the basis of Adjustable Amounts

- i. The Insured shall maintain an accurate record of such Adjustable Amounts and the Company or its representatives may at any time examine such record
- ii. The Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company by declaration a record of the Adjustable Amounts for that Period of Insurance

And

- 1. If the amount of such Adjustable Amounts shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention to the Minimum Premium stated in the Schedule or as advised to the Insured
- 2. Should the Insured fail to supply such a declaration of the Adjustable Amounts in accordance with this Condition then the Company will not provide any indemnity for any Circumstance which might otherwise

be the subject of indemnity under this Policy in the Period of Insurance for which the declaration remains outstanding

7. Reasonable Care

The directors and/or Partners of the Insured shall take all reasonable precautions to prevent losses or liability arising in connection with the insured risk

8. Subrogation

The Company shall be subrogated to all the Insured's rights of recovery against any person or organisation before or after any payment under this insurance. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. Any recovery made shall be applied first to the Insured's Contribution and then to the Company's outlay in priority to any outstanding uninsured loss of the Insured in the absence of agreement to the contrary. It is agreed that the Company shall not exercise such rights against any Employee of the Insured unless such claim has been brought about or contributed to by the dishonest fraudulent criminal or malicious act or omission of the Employee

GENERAL EXTENSIONS

1. Compensation for Court Attendance

Where at the request of the Company or their representatives any of the undermentioned persons attend court as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Policy the Company will provide compensation to the Insured at the following rates for each day or part day on which attendance is required

- i. Any Principal partner or director of the Insured £500
- ii. Any Employee £200

2. Data Protection Act 1984

In respect of liability arising under the Data Protection Act 1984 and subsequent replacement legislation or any equivalent

legislation in the domain of the Insured this Extension shall apply as though damage and/or distress within the meaning of the Act were injury

This extension shall apply to liability arising even if such damage or distress arises from the loss or destruction of data in the charge of or under the control of the Insured

Provided that

- i. The Insured is a registered user or has applied for registration and has not been refused and the application has not been withdrawn
- ii. The Company shall not be liable in respect of
 - a) The recording or provision of data for reward or for determining the financial status of a person
 - b) Damage or distress which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

The limit of indemnity under this Extension in respect of any one claim or number of claims arising from any one single original cause or related series of causes shall not exceed £50,000 and in any one period of insurance shall not exceed £250,000.

SECTION ONE – PUBLIC LIABILITY

INSURING CLAUSE

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages arising out of accidental

- a) Bodily Injury to any person
- b) Nuisance

- c) Loss of or damage to material property

occurring within the Territorial Limits during the Period of Insurance and arising out of and in the course of the Business

Limit of Indemnity

The total amount payable for all damages in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule

In respect of

- a) Products supplied
- b) Pollution or contamination

The Limit of Indemnity will apply to the total of all Circumstances occurring in any one Period of Insurance

The Limit of Indemnity will not be reduced by the amount of the Insured's Contribution that may be applicable to this Policy

Law Costs

The Company will in addition indemnify the Insured in respect of

- a) all claimants costs and expenses legally recoverable from the Insured
- b) all costs and expenses incurred by the Insured with the written consent of the Company

Other Costs

Other costs and expenses reasonably incurred by the Insured with the written consent of the Company in relation to a Bodily Injury, including but not limited to Public Relations Consultancy Fees but the maximum amount payable in respect of Public Relations Consultancy Fees will not exceed £5000 in any one Period of Insurance

Provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Policy

EXTENSIONS

1. Indemnity to Principals

The Company will indemnify any Principal in respect of legal liability as defined in the Insuring Clause

Provided that

- a) the Insured would have been entitled to indemnity under this Policy had the claim been made against the Insured
- b) the Principal is not entitled to indemnity under any other policy
- c) the Principal shall as though he were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- d) nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

2. Indemnity to Other Persons

If the Insured so requests the Company will indemnify the following persons in respect of legal liability as defined in the Insuring Clause

- a) an Employee or Partner or director of the Insured provided that the Insured would have been entitled to indemnity under this Policy had the claim been made against the Insured
- b) any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

Provided that

- iv. such persons are not entitled to indemnity under any other policy
- v. such persons shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- vi. nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

3. Cross Liabilities

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

Provided that nothing in this Extension will operate to increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

4. Emergency Assistance

The Company 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 personal representatives where such Customer

- a. suffers injury arising out of any activity which does not form part of a Package Travel arrangement or an excursion or other service sold or supplied by the Insured in connection therewith
- b. and such injury has resulted other than through fault on the part of the Insured his **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 Company'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 less

- iii. the Company shall be entitled to take over and prosecute on its own behalf any claim for the recovery of any sums which have been paid under the terms of the extension against any one person including the Customer or in the event of the death of the Customer his legal personal representatives and the Insured shall provide all information and assistance required

The liability of the Company 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.

5. French Civil Code

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

- Recours de voisin (Articles 1382, 1383 and 1385)
- Risque locatif (Articles 1733, 1734 and 1735)

6. Consumer Protection Act or Health and Safety at Work Act Prosecution Defence Costs

The Company will indemnify the Insured in respect of legal costs and expenses incurred with the Company's written consent in the defence of any criminal proceedings brought for a breach of the Consumer Protection Act 1987 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in the course of the Business including such costs and expenses incurred in an appeal against conviction or prosecution costs awarded against the Insured arising from or in connection with the said proceedings

Provided that the Company will not grant indemnity in respect of

- i. proceedings relating other than to Products

- ii. proceedings consequent upon any deliberate act or omission

7. Defective Premises Act

The Company will indemnify the Insured against legal liability incurred by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned by the Insured for purposes pertaining to the Business which have since been disposed of by the Insured

Provided that the Company will not provide indemnity in respect of the costs incurred in removing rebuilding repairing rectifying or replacing any such premises

8. Contingent Motor Liability (non owned vehicles)

The Company will indemnify the Insured in respect of legal liability for **Bodily Injury** or Damage to property arising out of the use of any motor vehicle not the property of nor provided by the Insured being used in connection with the Business

Provided that the Company shall not be liable for

- i. damage to any such vehicle
- ii. bodily Injury or Damage to Property resulting whilst such vehicle is being
 - a) driven by the Insured or
 - b) driven with the general consent of the Insured or of his representative or by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such a vehicle unless such person has held and is not disqualified from holding or obtaining such a licence or
 - c)
 - d) used in circumstances in which it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation or

- e) used outside Great Britain Northern and Southern Ireland the Isle of Man or the Channel Islands

EXCLUSIONS

The Company will not indemnify the Insured in respect of any liability:

1. of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
2. caused by or arising from any of the following regardless of any other occurrence contributing concurrently or in any other sequence
 - a) war invasion acts-of-foreign-enemies hostilities or warlike-operations (whether war be declared or not) civil-war rebellion revolution insurrection civil commotion or uprising blockade military or usurped power
 - b) any Act of Terrorism

For the purpose of this Exclusion Act of Terrorism means any 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 Policy additionally excludes any liability directly or indirectly caused by or arising from or in connection with any action taken in controlling preventing or suppressing or in any way relating to (a) and/or (b) above

If the Company allege that by reason of this Exclusion any liability is not indemnifiable under this Policy then the burden of proving the contrary shall be upon the Insured

3. losses arising, directly or indirectly, out of:
 - i. loss of, alteration of, or damage to or
 - ii. a reduction in the functionality, availability or operation of
a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment
4. molestation, physical or sexual abuse
5. arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part
6. assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement
7. for **Bodily Injury** to an Employee
8. for the Insured's Contribution specified in the Schedule
9. for fines penalties punitive or exemplary damages
10. for Pollution or Contamination occurring within the United States of America or Canada
11. for Pollution or Contamination occurring outside the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

- a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
 - b) the liability of the Company for all damages payable in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity
12. for loss of or damage to material property
- a) belonging to the Insured
 - b) in the custody or control of the Insured or of an Employee or Partner or director of the Insured other than
 - i. the personal effects (including vehicles and their contents) of any visitor Employee or Partner or director of the Insured
 - ii. buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in the course of the Business
 - iii. buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement which would not have attached in the absence of such agreement
13. caused by or arising from the ownership possession or use by or on behalf of the Insured of any
- a) mechanically propelled vehicle other than
 - i. the use of plant as a tool of trade at the Insured's premises or any site at which the Insured is working in the course of the Business
 - ii. the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle

except where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle is required under Road Traffic Act Legislation

- b) aircraft or hovercraft
- c) watercraft other than hand propelled watercraft not exceeding eight metres in length

but this exclusion shall not apply in respect of liability attaching to the Insured by virtue of the action or omission of any supplier of services in connection with a contract with a consumer to which The Package Travel, Package Holidays & Package Tours Regulations 1992 applies provided that the vehicle or craft is not under the ownership or control of the Insured.

- 14. caused by or arising from any design plan or specification or any treatment or advice (remedial professional or otherwise) given administered or omitted by the Insured or an Employee or Partner or director of the Insured for which a fee is or would normally be charged
 - 15. for loss of or damage to that part of any property on which the Insured or an Employee or Partner or director or **agent** of the Insured is or has been working where the loss or damage arises out of such work
 - 16. costs and expenses for
 - a) the repair inspection alteration correction or replacement of defective materials service or workmanship
 - b) the withdrawal or recall of Products supplied by the Insured
 - 17. directly or indirectly caused by or arising from or in consequence of or in any way involving asbestos
- But this Exclusion shall not apply to **Bodily Injury** or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is

not in itself a direct or indirect cause of such **Bodily Injury** or loss of or damage to material property

18. Any claim for financial loss

19. any liability arising as an owner, lessee or renter of accommodation or other property outside the United Kingdom except when such liability arises from the Package Travel and Holiday Regulation 1992 but this exclusion will not apply where such premises are :

i. temporarily occupied by the **Insured** for the purpose of providing temporary accommodation for **Customers** and/or

ii. temporarily occupied by the **Insured** for the purpose of providing temporary accommodation for **Employees** of the **Insured**

and provided that the **Insured** has taken all reasonable steps to ensure that the principal owner or lessee of the property has effected a policy of insurance in respect of Property Owners and/or Occupiers Liability

SECTION TWO - PROFESSIONAL INDEMNITY

COVER CLAUSES

The Company will indemnify the Insured against

1. Legal Liability

For damages (including claimants' costs and expenses) above the amount of the Insured's Contribution but subject to the Limit of Indemnity in respect of claims made against the Insured and notified to the Company during the Period of Insurance arising out of the conduct of the Business within the Territorial Limits by reason of

a) Breach of Professional Duty

Arising out of any wrongful act committed by

i. The Insured

ii. Any **Agent**

iii. Any person firm or company acting jointly with the Insured

and including but not limited to non-performance or improper performance of services

b) Libel and Slander or Defamation

written or spoken by

i. The Insured

ii. Any **Agent**

iii. Any person firm or company acting jointly with the Insured

2. Accidental Loss of or Damage to Documents

Belonging to or for which the Insured is legally responsible discovered and advised to the Company during the Period of Insurance

This indemnity is in respect of

i. All sums which the Insured shall become legally liable to pay in consequence of such Damage and

ii. All costs and expenses reasonably incurred by the Insured in replacing or restoring such Documents up to a maximum of £25,000 during the Period of Insurance

Provided that such Damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them and that where documents are believed lost the Insured has failed to find them after diligent search

The Insured's Contribution shall not apply to 2(ii) above

ADDITIONAL CLAUSES

Insured's Costs and Expenses

The Company will additionally pay all costs and expenses which are incurred by the Company or by the Insured with the Company's written consent in connection with the defence or settlement of any claim under this section of the Policy

Provided that if a payment exceeding the amount of indemnity available under this section of the Policy has to be made by the Insured to dispose of a claim against them the liability of the Company for costs and expenses shall be only that proportion which the amount of indemnity bears to the total amount payable to dispose of the claim

The Insured's Contribution shall not apply to Insured's Costs and Expenses

Limit of Indemnity applying to Cover Clauses 1-2(i)

The liability of the Company in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule or any lesser applicable limit where such lesser limit appears elsewhere in this Section of the Policy

Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this insurance shall not exceed the Limit of Indemnity

The Insured's Contribution specified in the Schedule in respect of damages and claimants' costs and expenses will be payable before the Company shall be liable to make a payment

SPECIAL BENEFITS

1. In the event of the Company being entitled to avoid this Section of the Policy from inception or from the time of any variation in cover the Company may at their discretion maintain this Section of the Policy in full force but exclude the consequences of any matter which ought to have been disclosed at inception or at the time of any variation of cover
2. In the event of non-disclosure or misrepresentation at any renewal the Company will waive its rights to avoid this Section of the Policy provided that
 - i. The Insured is able to establish to the satisfaction of the Company that such non-

disclosure or misrepresentation was innocent and free from any fraudulent intent to deceive

- ii. The Premium and terms shall be adjusted at the discretion of the Company to those which would have applied had such circumstances been disclosed
 - iii. Where the Insured should have notified during a preceding Period of Insurance either a claim made against the Insured or Circumstances and the indemnity or cover to which the Insured would have been entitled was in any way more restricted than that provided at the date of notification the Company shall be liable only to the extent applicable during such preceding Period of Insurance
3. The Company shall not avoid any claim under this Section of the Policy on the grounds of the breach of General Conditions 3 or 6 and Claim Condition 4 i. to viii. of the Policy subject to proviso (iii) in Special Benefit 2 but where the Insured's breach of condition has prejudiced the handling or settlement of any claim the amount payable in respect of such claim (including costs and expenses) shall be reduced to such sum as in the Company's opinion would have been payable in the absence of the prejudice.

EXCLUSIONS

The Company shall not be liable under this Section of the Policy in respect of

1. The Insured's Contribution as stated in the Schedule except that this exclusion shall not apply to Costs and Expenses incurred with the Company's written consent
2. Any claim arising out of the insolvency of the Insured or of any other Tour Operator Travel Agent or supplier of services
3. **Bodily Injury** sustained by any Employee arising out of and in the course of his employment by the Insured

4. Damage to property unless arising out of advice design specification or omission to perform a professional duty (not applicable to Cover Clause 2)
5. Liability arising out of **Bodily Injury** to any other person
6. Any claim arising from any breach of any obligation owed by the Insured as employer to any Employee
7. Any claim arising out of any Circumstance
 - i. Notified by the Insured under any insurance which was in force prior to the inception of this Policy

Or

- ii. Known or which in the reasonable opinion of the Company ought to have been known to the Insured at the inception of this Policy

Unless such circumstances has been declared to and accepted by the Company in writing

8. Any claim arising out of any act or omission committed or alleged to have been committed prior to the Retroactive Date stated in the Schedule
9. Any claim arising out of Pollution or Contamination occurring within the United States of America or Canada
10. Any claim arising out of Pollution or Contamination occurring outside the United States of America or Canada other than caused by a specific time and place after the Retroactive Date

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

The liability of the Company for all compensation payable in respect of all Pollution or Contamination claims made during any one Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

11. Any claim arising from or brought by a firm company or organisation in which any Partner or director of the Insured has a controlling interest unless such claim or claims are brought against the Insured by an independent third party source
12. Any fees claimed back by a Client of the Insured or which have had to be refunded to a Client of the Insured due or allegedly due to non-performance of the Insured's contractual or other obligation to that Client
13. Any claim directly or indirectly caused by or contributed to by any dishonest fraudulent or criminal act or omission on the part of the Insured or an **Agent** of the Insured
14. Liability arising solely and directly out of the ownership possession or use by or on behalf of the Insured of any aircraft watercraft hovercraft motor vehicle or trailer or any buildings premises or land or that part of any building leased rented or occupied except any liability from the provision of services which are defective or not of reasonable quality
15. Any contractual liability arising from
 - i. The giving by the Insured (whether orally or in writing) or any express warranty guarantee or other contractual promise which increases the Insured's liability
 - ii. Penalty clauses
 - iii. Liquidated damage

Where such are given or accepted as part of the Insured's terms of engagement unless the Insured would have been liable in the absence of the above or the Company has approved the terms of engagement in writing
16. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly
 - iii. War invasion acts-of-foreign-enemies hostilities or warlike-operations (whether war be declared or not) civil-war rebellion revolution insurrection civil commotion or uprising blockade military or usurped power
17. Fines penalties punitive aggravated or exemplary damages or damages of like nature
18. Any claim
- i. Made against the Insured in any court or arbitration within the United States of America or Canada or to which the law of the United States of America or Canada applies
 - ii. Enforcing anywhere in the world any judgement order or award obtained under the law of the United States of America or Canada and/or in any court or arbitration in the United States of America or Canada
19. The Company shall not be liable in respect of
- i. Any claim directly or indirectly caused by or contributed to by or arising from or costs and expenses arising in relation to or
 - ii. In respect of any Damage to Documents directly or indirectly caused by
- The failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not
- a. Correctly to recognise any date as its true calendar date

- b. To capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of trading any date otherwise than as its true calendar date
 - c. To capture save or retain and/or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain and/or correctly to process such data on or after any date
20. Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with an act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

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 treat 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 loss damage cost or expense 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 any act of terrorism.

21. Losses arising directly or indirectly out of:-
- i. Loss of alteration of or damage to or
 - ii. A reduction in the functionality availability or operation of

A computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment

22. Molestation physical or sexual abuse

CLAIMS CONDITIONS

Applicable to Section One Public Liability

1. In the event of any occurrence which may give rise to a claim for indemnity under this Policy the Insured shall give immediate notice to the Company with full particulars. Every letter claim writ summons process or other document shall be notified or forwarded to the Company immediately on receipt. The Insured shall inform the Company immediately of any impending prosecution inquest or fatal injury or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured
2. No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires 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 its own benefit any claim for indemnity or damages or otherwise. The Company 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 Company may require. The Company shall not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings.
3. The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment

Applicable to Section Two Professional Indemnity

Duties owed by the Insured

- i. If a Circumstance should exist or arise the Insured shall as soon as possible give notice thereof to the Company in writing. Any such claim or loss arising from such Circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given
- ii. Every letter writ summons process or other document relating to the Circumstance of a claim shall be immediately forwarded to the Company upon receipt
- iii. The Insured shall give all such assistance as the Company may require but neither the Insured nor the Company shall be required to contest any legal proceeding unless Queen's Counsel (or my mutual agreement between the Insured and the Company a similar authority) shall advise that such proceedings could be contested with the probability of success
- iv. The Insured shall if required by the Company attend all proceedings and assist the Company in the giving of evidence and the attendance of witnesses
- v. The Insured shall bear their own costs and expenses incurred in complying with this Condition unless specific cover is provided within the Policy
- vi. No admission offer promise payment or indemnity or anything which could be constructed as such shall be made or given by or on behalf of the Insured without the written consent of the Company
- vii. The Insured shall not incur any costs or expenses in connection with any claim without the written consent of the Company
- viii. The Insured shall take all reasonable steps to prevent further loss
- ix. If the Insured notifies any claim knowing it to be fraudulent as regards amount or otherwise this Policy shall

become void and all claims hereunder shall be forfeited

Company's Rights

- i. The Company may at its discretion take over and control the legal representation of the Insured at any inquest Inquiry or other proceedings in any Court or arbitration concerning any matter that has given or may give rise to a claim hereunder and/or the defence and settlement of any claim. The Company shall conduct such representation and defence and settlement of claims as it sees fit so to do.
- ii. The Company may at any time pay to the Insured the amount of the Limit of Indemnity (less any sum already paid during the Period of Insurance less also the Insured's Contribution) or any lesser amount for which in the Company's opinion any claim or claims can be settled and shall then cease to have the conduct and control of the claim or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the Company is liable hereunder. The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having so acted