

Lycetts

1 Stables Court, The Parade, Marlborough, Wiltshire. SN8 1NP
Telephone: 01672-512512 Fax: 01672-516660
www.lycetts.co.uk e-mail: piers.plunket@lycetts.co.uk

EMPLOYER'S LIABILITY INSURANCE SCHEDULE TO THE POLICY

Policy Number		Proposal Form Dated	
Contract Number	B6029A08EL0100003		
Insured			
Address			
Business Description	Private Individual		
Period of Insurance	From	To	both days inclusive
Limits of Indemnity	Employers' Liability	Included	£10,000,000
Excess	Nil		
Endorsements	Clause 1 – Personal Protective Equipment Warranty Clause 2 – Player to Player Exclusion		
Cover is based on	Maximum number of employees		
Minimum and Deposit Premium	£		Including IPT of £
	Subject to adjustment as per Condition 17.5		
Effected through:	Lycetts, 1 Stables Court, The Parade, Marlborough, Wiltshire SN8 1NP		
Signed this	day of		
By			

Oxygen Employer's Liability Insurance Policy

Effected through: Lycetts, 1 Stables Court, The Parade, Marlborough, Wiltshire SN8 1NP

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number B6029A06EL0100003 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "Underwriters") and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

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

PROVIDED always that:

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

IN WITNESS whereof this Policy has been signed as follows:

100% with Great Lakes Reinsurance (UK) PLC

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

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

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

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

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

Authorised signatory:

Date <<MISCLDATE >>

LIABILITY INSURANCE

1. OPERATIVE CLAUSE

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

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

2. DEFINITIONS

For the purpose of this Policy:

2.1 Insured means:

- 2.1.1 the person, persons or corporate body named in the Schedule
- 2.1.2 associated or subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.
- 2.1.3 any director or Employee of the Insured while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the Insured.
- 2.1.4 any volunteer whilst acting for or on behalf of the Insured in the course of the Business only including whilst travelling directly from the said person's private dwelling to the site of the activity at which they are assisting the Insured and return transit thereafter.

2.2 Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

- 2.2.1 the ownership, repair and maintenance of the Insured's own property
- 2.2.2 provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services
- 2.2.3 private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.

2.3 Injury means death, bodily injury, illness or disease of or to any person.

2.4 Damage means loss of possession of or damage to tangible property.

2.5 Person Employed means any:

- 2.5.1 Employee being a person under a contract of service or apprenticeship with the Insured
- 2.5.2 labour master and persons supplied by him
- 2.5.3 person employed by labour only sub-contractors
- 2.5.4 self employed person under the control of the Insured
- 2.5.5 person hired to or borrowed by the Insured
- 2.5.6 person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business.
- 2.5.7 any casual labourer or volunteer

2.6 Pollution means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

2.7 Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy.

2.8 Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence or intimidate any de jure or de facto government and/or to put the public, or any section of the public, in fear and/or to disrupt any segment of the economy.

3 INDEMNITY TO OTHERS

The indemnity granted extends to:

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

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

4 CROSS LIABILITIES

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

5 LIMITS OF INDEMNITY

The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.

6 DEFENCE COSTS

The Underwriters will also pay all Defence Costs.

Defence Costs include legal expenses:

- 6.1 incurred by or awarded against the Insured arising out of any prosecution of the Insured:
 - 6.1.1 for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
 - 6.1.2 for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

Provided that Underwriters' shall not be liable for any fines or penalties imposed as a consequence of such prosecution

- 6.2 arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- 6.3 arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

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

7 COMPENSATION FOR COURT ATTENDANCE

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

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

EMPLOYERS' LIABILITY

8 INDEMNITY

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

9 EXCLUSIONS

This Section does not apply to or include legal liability:

- 9.1 arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary visits by Persons Employed
- 9.2 incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security
- 9.3 arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- 9.4 arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim or series of claims against the Insured.
- 9.5 arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original clause.

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

10 COMPULSORY INSURANCE CLAUSE

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

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

11 EXTENSIONS (Subject otherwise to all the terms, Conditions, Limitations and Exclusions).

Unsatisfied Courts Judgement.

In the event of a judgement for damages being obtained in the first instance under the jurisdiction of a Court within the European Union by any Employee or the personal representatives of any Employee in respect of Bodily Injury arising out of and in the course of his employment or engagement by the Assured which remains unsatisfied in whole or in part six months after the date of such judgement, at the request of the Insured the Underwriters will pay to the Employee or the personal representatives of the Employee the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that:-

- (i) there is no appeal outstanding.
- (ii) the judgement relates to Injury which would otherwise be covered by this Insurance.
- (iii) any payment made by the Underwriters shall be only in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the judgement had been made against the Insured.
- (iv) the Underwriters shall be entitled to take over and prosecute for their own benefit any claim against any other person and the Insured, the Employee or the personal representatives of the Employee shall give all information and assistance required.

GENERAL EXCLUSIONS

12 EXCLUSIONS

This Policy does not apply to or include legal liability:

- 12.1 directly or indirectly caused by or contributed to by or arising from:
 - 12.1.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 12.1.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- Provided that in respect of claims arising out of Injury which form the subject of Indemnity this Exclusion shall only apply to liability:
- a) of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
 - b) assumed by the Insured by agreement which would not have attached in the absence of such agreement
- 12.2 for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
 - 12.3 for the Excess stated in the Schedule in respect of the first amount of each claim arising out of damage
 - 12.4 which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.
 - 12.5 arising directly or indirectly in connections with any activities which make the Insured subject to the Regulations of the Riding Establishment Act(s).
 - 12.6 arising out of work as a Professional Polo Player employed in a Polo Match
 - 12.7 arising in the USA & Canada

GENERAL CONDITIONS

13 GENERAL CONDITIONS

(Conditions 13.1. to 13.5. are precedent to Underwriters' liability to provide Indemnity under this Policy)

- 13.1 The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 13.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 13.2 The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.
- 13.4 The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.

- 13.5 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
- 13.6 Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 13.7 If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 13.8 The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.
- 13.9 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 13.10 All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
- 13.11 Contract (Rights of Third Parties) Act 1999 Clarification Clause.
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 13.12. Data Protection Act 1998.
It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
- 13.13 E.U. Disclosure Clause (UK).
Notice to the Proposer/Insured.
The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.
- 13.14 Your Right to Cancel.
You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document, although we reserve our rights on refunding any premium if you have made a claim on this policy. To exercise your right to cancel, contact the broker who arranged this cover for you.

14 Complaints Procedure:
Any enquiry or concern about this policy should be addressed in the first instance to your insurance broker.

If you are not satisfied, you may contact Underwriter's Compliance Officer at:
Great Lakes Reinsurance (UK) PLC
1 Minster court
Mincing Lane
London EC3R 7YH
Telephone 0207 929 2893 Fax 020 7626 0371

If you remain dissatisfied and wish to make a complaint, you may refer the matter at any time to:
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone : 0845 080 1800
Email : Complaint.info@financial-ombudsman.org.uk

ENDORSEMENTS

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

Clause 1 – Personal Protective Equipment Warranty

It is a condition precedent to the liability of Underwriters that the use or wearing of Personal Protective Equipment by any Person Employed is rigorously enforced and that Personal Protective Equipment is supplied to the Person Employed and that a formal record is maintained confirming receipt of such equipment.

Clause 2 – Player to Player Exclusion

This Policy does not apply to or include legal liability directly or indirectly resulting from or in consequence of any bodily injury caused by the negligent act and/or omission of any participant towards another participant.