



**XL Insurance**  
Liability

# Public and Products Liability Insurance Members Certificate

PNPO UK XLCICL 01/21



## Table of Contents

Schedule .....	3
A. Physical Injury and Damage to Property - Members.....	5
B. Limits of Liability .....	5
C. Extensions .....	5
D. Exclusions.....	5
E. Conditions .....	10
F. Definitions .....	14
G. Complaints Procedure .....	16
H. Fair Processing Notice .....	17

This certificate is a summary of the terms applicable to the **Insured Person**.

The full terms and conditions are found in the **Policy** issued to the **Policyholder**.



## Schedule

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### Policy Details

<b>Policy Number:</b>	UK00008003LI22A
<b>Policyholder:</b>	The Aeromodellers Association (Scotland) Ltd trading as Scottish Aeromodellers Association
<b>Insured Person:</b>	All individual members of the <b>Policyholder</b> and recorded as such in the <b>Policyholder's</b> membership records.

### Limit of Indemnity

The Limit of Indemnity for the **Policy** (subject to reduction by the applicable **Deductible**) shall be as follows:

- (a) The maximum liability of the **Insurer** in respect of any one **Event** insured by the **Policy** shall not exceed:  
GBP 10,000,000
- (b) The maximum liability of the **Insurer** in respect of **Products** insured by the **Policy** shall not exceed:  
GBP 10,000,000 in the aggregate during any one **Period of Insurance**.
- (c) The maximum liability of the **Insurer** in respect of **Pollutants** insured by the **Policy** shall not exceed:  
GBP 10,000,000 in the aggregate during any one **Period of Insurance**.

### Deductible

The **Deductible** for any **Event** shall be:  
GBP 500 in respect of Damage to Property Only.

### Period of Insurance

From: 1<sup>st</sup> January 2022  
To: 31<sup>st</sup> December 2022

both dates inclusive, local standard time at the address of the **Insured** as stated above.

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and temporary visits elsewhere in the World excluding United States of America, its territories and possessions or Canada.



## Claim Notification

XL Catlin Services SE, UK Branch  
20 Gracechurch Street  
London  
EC3V 0BG  
United Kingdom

## Signed by:



On behalf of the **Insurer**

Dated: 21<sup>st</sup> December 2021

XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308)

Registered Office is 20 Gracechurch Street, London, EC3V 0BG

Registered in England No. 5328622

XL Catlin Services SE acts as an agent of XL Catlin Insurance Company UK Limited in connection with the policy.

XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered office is XL House, 8 St Stephen's Green, Dublin 2 Ireland

Registered number 659610



## A. Physical Injury and Damage to Property - Members

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### A1 Insuring Clause

A1.1 The **Insurer** will provide indemnity to the **Insured Persons**:

- (1) against legal liability for **Damages** in respect of:
  - (a) **Physical Injury** to any person;
  - (b) loss of or damage to **Property**;
  - (c) obstruction, nuisance, trespass, loss of amenity or interference with any right of way, air, light or water or other easementoccurring during the **Period of Insurance** in the **Territorial Limits** whilst the **Insured Person** is engaged in **Membership Activities**.
- (2) for **Defence Costs** of any claim against the **Insured Persons** which is covered (or if it is upheld would be covered) under paragraph A1.1(1) above.

## B. Limits of Liability

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- B1** The amounts payable by the **Insurer** for **Damages** under paragraph A1.1(1) or any extension shall not exceed the applicable Limit of Indemnity specified in the Schedule in respect of each **Insured Person**.
- B2** The applicable Limits of Indemnity specified in the Schedule shall be inclusive of all amounts payable by the **Insurer** for **Defence Costs** under paragraph A1.1(2) or any extension.
- B3** Where the **Insurer** is liable to indemnify more than one party the total amount payable shall not exceed the Limit of Indemnity or Sub-Limit of Indemnity as specified in the Schedule.

## C. Extensions

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(Each of which is subject otherwise to the terms of the **Policy**.)

### C1 Members to Member Liability

C1.1 Each **Insured Person** is separately covered under the **Policy**, including in respect of claims made by one **Insured Person** against another, as if they were insured individually.

## D. Exclusions

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The indemnity in the **Policy** (including under any extension) will not apply to legal liability or pay any amounts:

### D1 Abuse



D1.1 any claim arising out of or related to sexual abuse, molestation, sexual exploitation, bullying (whether physical or verbal) or improper behaviour and gross misconduct involving sexual activity.

## D2 Aircraft Products

D2.1 arising out of or in connection with any **Product** which with the specific knowledge of the Insured is incorporated in any aircraft, aero-spatial, or aerial device and is integrally related to the flight, take-off, landing, navigation, propulsion or safety of such aircraft, aero-spatial, or aerial device.

This exclusion does not apply to model aircraft kits and parts.

## D3 Contractual Liability

D3.1 assumed by the **Insured** under contract or agreement in connection with a **Product** where such liability would not have attached in the absence of any contract or agreement, provided that this exclusion shall not apply to liability which attaches under any implied condition under any legislation or law in any territory regarding the sale or supply of goods or services.

## D4 Custody or Control

D4.1 in respect of loss of or damage to **Property** owned by or in the care, custody or control of the **Insured** or any director, partner, officer or **Employee** of the **Insured** other than:

- (1) **Employees**’, directors’, partners’, officers’ or visitors’ personal effects including vehicles and their contents.
- (2) premises and their contents not owned by or leased or rented to the **Insured** at which the Insured is undertaking work in connection with the **Business**.
- (3) premises and their fixtures and fittings leased or rented to the **Insured**, unless such legal liability attaches by virtue of any agreement and would not have attached in the absence of such agreement.

## D5 Data Protection

D5.1 in respect of compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including for example the Data Protection Act 2018 and/or General Data Protection Regulation (EU) 2016/679, whether the liability of the **Insured** arises directly or indirectly.

## D6 Deliberate Acts

D6.1 resulting from a deliberate act or omission of the **Insured** (including any director, partner or officer of the **Insured**) where such liability could reasonably have been expected by the **Insured** (or such person) having regard to the nature and circumstances of the act or omission.

This exclusion shall not apply to legal liability for **Physical Injury** as defined in paragraph F14.3.

## D7 Dishonesty

D7.1 arising out of or in connection with any fraud or dishonesty of the **Insured** (including any director, partner or officer of the **Insured**).

## D8 Electronic Data



D8.1 of whatsoever nature directly or indirectly caused or contributed to, by or arising from the loss of, loss of use of, divulgence of, disappearance of, theft of, damage to, corruption of, inability to access, inability to manipulate or inability to prevent access to **Electronic Data**.

This exclusion does not apply to any directly resultant **Bodily Injury** or loss of or damage to **Property** provided that mental injury and/or mental anguish and/or nervous shock and loss of or damage to **Electronic Data** remain excluded hereon.

#### D9 Employment

D9.1 for **Physical Injury** to, or **Financial Loss** sustained by, any **Employee** arising out of or in the course of employment or engagement by the **Insured** in the **Business**.

#### D10 Employment Practices

D10.1 in respect of **Physical Injury** to:

- (1) any person arising out of or in connection with any:
  - (a) refusal to employ that person.
  - (b) termination of that person's employment.
  - (c) employment related practices, policies, acts or omissions, such as (but not limited to) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person.
- (2) the spouse or civil partner, child, parent, brother, or sister of any person at whom any of the actions described in paragraphs D10.1(1)(a) to D10.1(1)(c) above are directed, as a consequence of **Physical Injury** to that person at whom such actions are directed.

This exclusion applies:

- (a) whether the **Insured** may be liable as an employer or in any other capacity;
- (b) to any obligation to share damages with or repay someone else who must pay damages because of such **Physical Injury**.

#### D11 Financial Loss

D11.1 for **Financial Loss**.

#### D12 Liability Covered Elsewhere

D12.1 any matter covered under the **Policy** which this certificate is part of, provided to the **Policyholder** or any **Insured Entity**.

#### D13 Motor, Marine and Aviation

D13.1 arising out of or in connection with the ownership, possession or use by or on behalf of the **Insured** or any person entitled to indemnity of:

- (1) any mechanically propelled vehicle other than legal liability in respect of:
  - (a) the use of such vehicle as a tool of trade including **Insured Person's** operating their private motor vehicles airside on any airfield or aerodrome in pursuit of any activity in connection with the **Business of the Insured**;
  - (b) the use of plant at the premises of the **Insured**;
  - (c) the act of loading or unloading any vehicle

provided that indemnity is not given by any motor insurance policy, and further provided that insurance or security is not required by law.



- (2) any craft designed to travel on or through water, air or space other than:
  - (a) watercraft used for corporate entertainment purposes;
  - (b) watercraft up to fifteen (15) metres in length;
  - (c) pontoons which are not more specifically insured.
  - (d) any remotely controlled un-manned aerial vehicle or model aircraft and any accessories used with such vehicles and as defined in the latest version of the Members Handbook.
- (3) drilling platforms, rigs or offshore installations.

#### **D14 Occupation**

D14.1 the **Insured Persons**:

- 1. ownership or occupation of any land or building; or
- 2. pursuit or exercise of any employment, business or profession.

#### **D15 Penalties**

D15.1 for penalties, fines, or liquidated damages.

#### **D16 Pollution**

D16.1 of whatsoever nature directly or indirectly caused or contributed to, by or arising out of or in connection with:

- (1) seepage, pollution or contamination, whether actual, alleged or threatened;
- (2) any governmental direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**;

in the United States of America, its territories and possessions, Puerto Rico, or Canada.

D16.2 of whatsoever nature directly or indirectly caused or contributed to, by or arising out of or in connection with:

- (1) seepage, pollution or contamination, whether actual, alleged or threatened,
- (2) the cost of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralising seeping, polluting or contaminating substances

other than where seepage of or pollution or contamination by **Pollutants** is directly caused by a sudden, unintended and unexpected happening during the **Period of Insurance** anywhere in the world other than the United States of America, its territories and possessions, Puerto Rico, or Canada.

D16.3 for fines, penalties, punitive or exemplary damages, or for any associated costs or interest, directly or indirectly caused or contributed to by, arising out of or in connection with the discharge, dispersal, release, or escape of **Pollutants** anywhere in the world.

Nothing in this exclusion D16 shall extend the **Policy** to cover any liability which would not otherwise have been covered under the **Policy**.

#### **D17 Products and Work**

D17.1 in respect of:

- (1) loss of or damage to any **Product**;





- (2) the costs of replacement, reinstatement, rectification, repair or recall of any **Product** caused by any defect therein or the unsuitability of the **Product** for its intended purpose.
- (3) loss of or damage to that part of any **Property** on which the **Insured** is or has been working which directly arises out of such work.

**D18 Professional Activities**

D18.1 the pursuit of any activities by the **Insured Person** in a professional capacity unless specifically agreed by the **Insurer** in writing.

**D19 Professional Services**

D19.1 arising out of or in connection with advice, design, specification or other professional services unless:

- (1) the advice, design, specification or other professional services are not provided for a fee or benefit in kind and;
  - (a) are given with the intent to supply or the actual supply of a **Product**; or
  - (b) the legal liability is in respect of **Physical Injury** or damage to **Property** resulting directly from the advice, design, specification or other professional services.
- (2) the rendering or failure to render professional advice is by an **Employee** in respect of first aid or other emergency medical services at or from the **Insured's** premises.

**D20 Punitive Damages**

D20.1 for punitive or exemplary damages awarded by any court in the United States of America, its territories and possessions, Puerto Rico, or Canada or for any costs or interest associated with any such award.

**D21 Radioactive Contamination**

D21.1 of whatsoever nature directly or indirectly caused or contributed to, by or arising from or in connection with:

- (1) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or nuclear component thereof.

**D22 Specific Products**

D22.1 of whatsoever nature directly or indirectly caused or contributed to by, arising from or in connection with:

- (1) asbestos, asbestos fibres, asbestos dust, any materials containing asbestos or any refractory ceramic fibres.
- (2) cannabis.
- (3) dioxins or furans.
- (4) glyphosate.
- (5) polychlorinated biphenyls (PCBs).
- (6) any **Product** containing silicone which is in any form implanted or injected in the body.
- (7) tobacco or any tobacco **Product** (or ingredients thereof).
- (8) urea formaldehyde foam.



Provided that this exclusion D22 shall not apply to **Physical Injury** or loss of or damage to **Property** unless the **Physical Injury** or loss of or damage to **Property** is related to the asbestos or refractory ceramic fibres, cannabis, dioxins or furans, glyphosate, polychlorinated biphenyls, silicone, tobacco or urea formaldehyde foam, content of buildings, structures, goods, materials or **Products**.

**D23 War**

D23.1 arising out of or in connection with any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**D24 Additional Exclusions**

D24.1 arising from or in connection with:

- a. any form of commercial or trade activities other than certain commercial activities conducted within the **Policyholders** Article 16 CAA Authorisation or the “Open Category” of CAP 722.
- b. deliberately staged mid-air collisions at airshows and public displays
- c. pulse jet powered models and Reaction Motors

## E. Conditions

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**E1 Information given to the Insurer**

E1.1 In deciding to accept the **Policy** and in setting the terms including premium the **Insurer** has relied on the information which the **Policyholder** on behalf of the **Insured Person** has provided to the **Insurer**. The **Insured Person** must take care when answering any questions the **Insurer** asks by ensuring that any information provided is accurate and complete.

E1.2 If the **Insurer** establishes that any **Insured Person** fraudulently provided them with untrue or misleading information they will have the right, in respect of that **Insured Person**, to:

- (a) treat the **Policy** as if it never existed;
- (b) decline all claims; and

retain the premium.

E1.3 If the **Insurer** establish that any **Insured Person** negligently provided them with untrue or misleading information they will have the right, in respect of that **Insured Person**, to:

- (i) treat the **Policy** as if it never existed, refuse to pay any claim and return the premium the **Insured Person** paid, if the **Insurer** would not have provided the **Insured Person** with cover;



- (ii) treat the **Policy** as if it had been entered into on different terms from those agreed, if the **Insurer** would have provided the **Insured Person** with cover on different terms;
- (iii) reduce the amount the **Insurer** will pay on any claim in the proportion that the premium the **Insured Person** have paid bears to the premium the **Insurer** would have charged the **Insured Person**, if the **Insurer** would have charged the **Insured Person** more.

The **Insurer** will notify the **Policyholder** in writing if (i), (ii) and/or (iii) apply.

E1.4 If there is no outstanding claim and (ii) and/or (iii) apply, the **Insurer** will have the right to:

- (1) give the **Policyholder** notice that the **Insurer** is terminating the **Policy** in respect of that negligent **Insured Person**; or
- (2) give the **Policyholder** notice that the **Insurer** will treat the **Policy** and any future claim in accordance with (ii) and/or (iii), in which case the **Insured Person** may then give the **Insurer** notice that they are terminating their membership of this insurance

in accordance with the Cancellation Provisions.

## E2 Cancellation Provisions

E2.1 **The Insured Person** will have no cancellation rights under the **Policy**. The **Policy** is provided as part of the **Insured Persons** membership of the **Policyholder**.

### E2.2 The Policyholders Right To Cancel During The Cooling-Off Period

The **Policyholder** is entitled to cancel the **Policy** in accordance with the Cancellation provisions of the **Policy**.

### E2.3 The Insurers Right To Cancel the Policy

The **Insurer** is entitled to cancel the **Policy** if there is a valid reason to do so, including for example:

- (1) any failure by **Policyholder** to pay the premium; or
- (2) a change in risk which means the **Insurer** can no longer provide **Policyholder** with insurance cover; or
- (3) non-cooperation or failure to supply any information or documentation the **Insurer** or their appointed representatives request, such as details of a claim.

Cancellation of the **Policy** by the **Insurer** does not affect the treatment of any claim arising under the **Policy** in the **Period of Insurance** or the **Insured Persons** period of membership before cancellation.

### E2.4 The Insurers Right To Cancel the Insurance of an Insured

The **Insurers** are entitled to cancel an **Insured Persons** cover if there is a valid reason to do so. In this instance the **Insured Person** will not be entitled to a return of any premium.

## E3 Claims – Responsibilities of the Insured



- E3.1 In the event of any circumstance about which the **Insured Person** (including any director, partner or officer) is or becomes aware, which is likely to give rise to a claim under the **Policy**, the **Insured Person** shall:
- (1) as soon as reasonably practicable give notice and full particulars in writing to the **Policyholder** and provide all such additional information as the **Insurer** may request.
  - (2) retain anything connected to the potential claim for such time as the **Insurer** may reasonably require.
  - (3) as soon as reasonably practicable forward to the **Policyholder** upon receipt every letter, claim or court document in connection with the potential claim.
  - (4) as soon as reasonably practicable notify the **Policyholder** in writing when the **Insured Person** has knowledge of any impending prosecution, inquest or official inquiry.
- E3.2 If the **Insured Person** fails to comply with any of its obligations as set out in paragraph E3.1 above then the **Policy** shall afford no cover, and no indemnity or other sum shall be payable, in connection with that claim under the **Policy**.
- E3.3 If the **Policyholder** is made aware by a **Insured Person** of a claim or complaint that the **Insured Person** wishes to make under the **Policy**, the **Policyholder** shall promptly inform the **Insured Person** of the arrangements established by the **Insurers** for the making of claims and shall promptly notify to the **Insurers** full details of the claim;
- E3.4 Where the **Policyholder** is aware of any legal or regulatory proceedings or actions commenced against the **Insurers** or the **Policyholder**, arising out of the operation of or in connection with the **Policy**, the **Policyholder** shall promptly provide the **Insurers** with full details of the same.
- E3.5 The **Insured Person** should have regard to the full terms of the **Policy**.

#### **E4 Control of Claims**

- E4.1 No admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of the **Insured** in connection with any potential or actual claim under the **Policy** without the **Insurer's** prior written consent (such consent not to be unreasonably withheld or delayed).
- E4.2 The **Insured** shall give all information, documents, co-operation and assistance as the **Insurer** may require.
- E4.3 If the **Insured** fails to comply with paragraphs E3.1 or E3.2 above then the **Policy** shall afford no cover, and no indemnity or other sum shall be payable, in connection with that claim under the **Policy**.
- E4.4 The **Insurer** shall:
- (1) be entitled to take over and conduct in the name of the **Insured** in such manner as the **Insurer** may in its absolute discretion think fit, the defence or settlement of any claim against the **Insured**;
  - (2) be entitled to prosecute in the name of the **Insured**, in such manner as the **Insurer** may in its absolute discretion think fit, and for its own benefit, any claim for indemnity or damages or otherwise;

- (3) otherwise have absolute discretion in the conduct of any proceedings and in the settlement of any claim

whether or not any payment has been made to the **Insured** under the **Policy**.

E4.5 If, either before or after the **Insurer** has commenced the defence of proceedings brought against the **Insured**, the **Insurer** no longer believes that there are reasonable prospects for successfully defending those proceedings the **Insurer** will be able to appoint a Queen's Counsel to assess the prospects of defending the proceedings. The **Insurer** shall not be responsible for **Defence Costs** where the opinion of the appointed Queen's Counsel is that there is no reasonable prospect of successfully defending proceedings brought against the **Insured**. The decision to appoint Queen's Counsel shall be at the sole discretion of the **Insurer**.

## **E5 Discharge of Liability**

E5.1 The **Insurer** may at any time pay to the **Insured** or **Insured Person** in connection with any claim or series of claims against the **Insured** or **Insured Person**:

- (1) the remaining amount of the Limit of Indemnity or applicable Sub-Limit of Indemnity (after deduction of any sum or sums already paid as **Damages** or **Defence Costs**, if applicable); or
- (2) any lesser amount for which such claim or claims can be settled; and
- (3) where **Defence Costs** are to be covered in addition to the Limit of Indemnity or Sub-Limit of Indemnity, those **Defence Costs** which have been incurred by the **Insured Person** prior to the date of payment under paragraphs E5.1 (1) or E5.1 (2) above.

E5.2 Upon such payment being made, the **Insurer** shall relinquish the conduct and control of, and be under no further liability in connection with, such claim or claims.

## **E6 Interpretation**

E6.1 Reference to any act, statute or statutory provision shall include a reference to that act, statute or statutory provision as amended, re-enacted or replaced from time to time whether before or after the inception date of the **Policy** and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from the statutory provision.

E6.2 If any term, condition or exclusion or part of the **Policy** is found to be invalid or unenforceable, the remainder of such term, condition or exclusion shall remain in full force and effect.

E6.3 Headings are inserted solely for convenience and shall have no meaning.

E6.4 Words importing the singular shall include the plural and vice versa.

## **E7 Other Insurance**

E7.1 If, at the time any claim arises under the **Policy**, there is any other insurance covering the same liability, the **Insurer** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had the **Policy** not been purchased. Provided however that this proviso shall not apply to any policy which is specifically written as excess of the **Policy**.

## **E8 Reasonable Precautions**



- E8.1 The **Insured Person** at its own expense shall:
- (1) take reasonable precautions to prevent and minimise any Incident.
  - (2) maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition and act in accordance with all statutory obligations and regulations.
  - (3) as soon as reasonably practicable after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- E8.2 If the **Insured Person** fails to comply with any of its obligations as set out in paragraph Q9.1 above the **Insurer** shall have no liability under the **Policy** unless the **Insured** shows that non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### E9 Rights of Third Parties

- E9.1 A person or company who is not a party to the **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the **Policy**, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### E10 Trading Restrictions and Sanctions

- E10.1 Notwithstanding anything to the contrary in the **Policy**, the **Insurer** shall not be deemed to provide cover, and shall not be liable to pay any claim or provide any benefit under the **Policy**, 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 United Kingdom, the European Union or the United States of America.

## F. Definitions

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The following definitions are applicable to the **Policy**.

- F1** **Bodily Injury** means bodily injury, illness, disease, mental injury, mental anguish and nervous shock, including death or physical disability resulting therefrom.
- F2** **Damages** means:
- F2.1 the damages which a party other than the **Insured** is legally entitled to receive from the **Insured**; and
  - F2.2 legal costs and expenses recoverable from the **Insured** by a party other than the **Insured**.
- F3** **Deductible** means the amount or amounts stated in the Schedule for which the **Insured Person** is responsible and which shall reduce the Limit of Indemnity stated in the Schedule.
- F4** **Defence Costs** means the reasonable legal costs and expenses necessarily incurred with the **Insurer's** prior written consent (such consent not to be unreasonably withheld or delayed), by or on behalf of the **Insured**:
- F4.1 in the investigation, defence, settlement or appeal of any claim against the **Insured Person** which is covered (or if it is upheld would be covered) under the **Policy**; and



F4.2 for representation at any coroner's inquest, fatal inquiry or proceedings in any court arising out of any alleged breach of statutory duty resulting in **Bodily Injury** which may give rise to a claim.

**Defence Costs** does not include the costs or overheads of the **Insured Person**.

**F5 Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**F6 Employee** means:

F6.1 any person under a contract of employment or apprenticeship with the **Insured**;

and at the request of the **Insured** any of the following working for the **Insured** in connection with the **Business**:

F6.2 any labour master or person supplied by him or any person supplied by a labour only sub-contractor;

F6.3 any self-employed person working for the **Insured** in the capacity of an employee;

F6.4 any person hired to or borrowed by the **Insured** including drivers and operators of hired-in plant;

F6.5 any person under a work experience training, study, exchange or similar scheme;

F6.6 any prospective employee being assessed by the **Insured** as to their suitability for employment;

F6.7 any voluntary worker or helper;

F6.8 any person working under the Criminal Justice Act 2003, the Community Service by Offenders (Scotland) Act 1978 or similar legislation;

F6.9 any person defined under Sections 35(2) and 54(3)(b) of the National Minimum Wage Act 1998;

F6.10 any other person a UK court deems to be an employee.

**F7 Event** means any one or all **Incidents** arising out of one original cause, and shall include but not be restricted to several **Incidents** arising out of:

F7.1 the same fault in design, manufacture, instructions for use or labelling;

F7.2 the supply of the same **Products**;

F7.3 **Products** showing the same defect; or

F7.4 the same action or failure to act;

all irrespective of the number of injured parties, actual claimants, eligible claimants or claims under the **Policy**.

All such **Incidents** shall be deemed to have occurred on the day of the first of such **Incidents**.

**F8 Financial Loss** means a pecuniary loss, cost or expense not in respect of:

F8.1 **Physical Injury** to any person;

F8.2 loss of or damage to **Property**;



- F8.3 obstruction, nuisance, trespass, loss of amenity or interference with any right of way, air, light, water or other easement.
- F9 Incident** means any incident of **Physical Injury**, loss of or damage to **Property**, obstruction, nuisance, trespass, loss of amenity, interference with any right of way, air, light, water or other easement, any claim for **Financial Loss** or other incident which may give rise to liability under the **Policy**.
- F10 Insured Person** means official member of the **Policyholder** and recorded as such in the **Policyholder's** membership records and as specified in the Schedule.
- F11 Insured Entity** means all autonomous clubs, association or operators for whom the **Policyholder** is the governing body and as specified in the Schedule.
- F12 Insurer** means XL Catlin Insurance Company UK Limited.
- F13 Membership Activities** means activities in respect of which the **Insured Person** has taken out membership with the **Policyholder**.
- F14 Physical Injury** means:
- F14.1 **Bodily Injury**;
- F14.2 false arrest, invasion of the right of privacy, wrongful detention, false imprisonment, false eviction, harassment, discrimination, malicious prosecution;
- F14.3 assault and battery not committed by or at the direction of the **Insured** unless committed for the purpose of preventing or eliminating danger to persons or **Property**.
- F15 Period of Insurance** means the period stated as such in the Schedule.
- F16 Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to dust, smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste.
- Waste includes materials to be recycled, reconditioned or reclaimed.
- F17 Policy** means the master policy which this certificate is a part of.
- F18 Policyholder** means the entity or entities stated as Policyholder in the Schedule
- F19 Product** means in the course of the **Business**:
- F19.1 any item (including packaging, containers, labels and instructions for use) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the **Insured**; or
- F19.2 any structure constructed, erected or installed or contract work executed by or on behalf of the **Insured**.
- F20 Property** means physical property.
- F21 Territorial Limits** means the countries stated as such in the Schedule.

## G. Complaints Procedure

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The **Insurer** is dedicated to providing a high quality service and the **Insurer** wants to ensure that it maintains this at all times.

If the **Insured, Insured Person** has any questions or concerns about the policy or the handling of a claim please contact the broker through whom the policy was arranged.





If the **Insured, Insured Person** wishes to make a complaint it can do so at any time by referring the matter to:

Complaints Department  
XL Catlin Services SE, UK Branch  
20 Gracechurch Street  
London  
EC3V 0BG  
United Kingdom

Telephone Number: +44 (0)20 7743 8487  
Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

XL Catlin Services SE acts on behalf the **Insurer** in the administration of complaints.

If the **Insured, Insured Person** remains dissatisfied after the Complaints Department has considered the complaint, or the **Insured** has not received a final decision within eight (8) weeks, the **Insured, Insured Person** can refer the complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR  
United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone Number: **From within the United Kingdom**  
0800 0234 567 calls to this number are free on mobiles and landlines  
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers  
**From outside the United Kingdom**  
+44 (0)20 7964 0500  
Fax Number: +44 (0)20 7964 1001  
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## H. Fair Processing Notice

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This Privacy Notice describes how XL Catlin Insurance Company UK Limited (for the purpose of this notice “we”, “us” or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice “you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process



of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [legalcompliance@axaxl.com](mailto:legalcompliance@axaxl.com).

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

### **Brokers, Intermediaries, Partners, Employers and Other Third Parties**

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.



**axaxl.com**

XL Catlin Insurance Company UK Limited  
20 Gracechurch Street, London, EC3V 0BG, United Kingdom

Telephone: +44 (0)20 7626 0486 Fax: +44 (0)20 7623 9101 **axaxl.com**

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