SECURE UNDERWRITING COMBINED LIABILITY INSURANCE
SCHEDULE TO THE CERTIFICATE

Certificate No:	PEOX/101454	**Proposal Date**:	22nd December 2017
Contract No:	B1262BW0214619	**Reason for Issue**:	Policy Renewal

Insured: Creative Outdoor Group Limited

Address: Unit G, Mill 3, Pleasley Vale Business Park, Outgang Lane, Mansfield, NG19 8FB

Business: Adventure Activity Provider & Equipment Hire

Period of Insurance: 2nd September 2019 to 1st September 2020
(Both Dates Inclusive)

Limits of Indemnity:

Section A Employers' Liability: £10,000,000

Section B Public Liability: £10,000,000

Section C Product's Liability: £10,000,000

Excess: Section B Only - £500.00 excess each and every loss and/or series of Losses arising out of a single event in respect of Third Party Property Damage Only

Endorsements: As attached

Premium (including IPT):	**Minimum & Deposit Premium** (net of IPT):
£14,566.55	£13,005.85

Subject to adjustment as per Condition 17.5

(Insurance Premium Tax (IPT) is charged at 12%)

Effected through: Secure Underwriting
323 Church Road, St. George, Bristol, BS5 8AA

Signed this 17th day of September 2019 by

SECURE UNDERWRITING COMBINED LIABILITY INSURANCE

ENDORSEMENT(S) ATTACHING TO and FORMING PART OF CERTIFICATE NUMBER PEOX/101454 (Contract No: B1262BW0214619)

Insurance Act 2015

APPLICATION OF WARRANTIES

1. Any reference in the policy to the proposal form/statement of fact/ information provided, as being the basis of the contract is removed.
2. Any term which uses the word "warranty" or "warranted" wherever it may appear in Your policy shall be construed as a suspensory condition. This means that Underwriters will have no liability under the policy to indemnify You after the term has been breached until the breach is remedied by You.

CONDITIONS PRECEDENT

Underwriters will not rely on breach of a condition precedent to decline Your claim if that condition was designed to reduce a loss of a particular kind, at a particular location and/or at a particular time and You are able to prove that non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

FRAUDULENT CLAIMS

If any fraud is committed by You in relation to a claim under the policy then Underwriters will not pay that claim. Underwriters also elect to treat the policy as terminated from the date of the fraudulent act, in which case premiums are non-refundable.

FAIR PRESENTATION OF RISK CONDITION

You have a duty to make a fair presentation of the risk which You wish to insure.

This duty applies before the start of Your policy, before any variation is made and prior to each renewal. If You do not comply with this duty then:

1. If the failure to make a fair presentation of the risk is deliberate or reckless then Underwriters can elect to make Your policy void and keep the premium. This means treating the policy as if it had not existed and no return of premiums paid to Underwriters; or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless but cover still would not have been provided had You made a fair presentation, then Underwriters can elect to make Your policy void and return premiums paid by You to the Underwriters; or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and Underwriters would have issued cover on different terms had You made a fair presentation then Underwriters can:
    a. Reduce proportionately any amount paid or payable in respect of a claim under the policy by a percentage calculated by dividing the premium actually charged by the premium which Underwriters would have charged had You made a fair presentation; and/or
    b. Treat the policy as if it had included such different terms (other than payment of the premium) as Underwriters would have imposed had You made a fair presentation.
4. Where Underwriters elect to apply one of the above then;
    a. if Your policy is made void, this will be from the start of the policy, or the date of variation or from the date of renewal.
    b. Underwriters will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
    c. the policy will be treated as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal

    depending on when the failure to make a fair presentation occurs.

Subject to the above, all the terms, exclusions and conditions of the policy will continue to apply.

Advice Inclusion

The Underwriters will indemnify the Insured in respect of Injury or Damage caused by or arising from any tuition, instruction or advice given by or on behalf of the Insured for the Business activities described in the Schedule.

It is a condition precedent to liability that this cover extension is granted subject to tuition, instruction or advice only ever being provided by persons authorised by the Insured who are suitably qualified in the activities they are instructing in.

Abseiling/Climbing Conditions

It is a Condition Precedent to liability arising under this policy that the following conditions are met at all times:

1. All participants must complete, sign and date a disclaimer and basic health questionnaire that confirms they are sufficiently fit and healthy to partake; and if 16 or under, this must signed by a guardian / parent / nominated adult. All such form(s) must be retained to be made available to Underwriters up on their request.
2. All participants must be given a full safety briefing prior to participating in any activities.
3. All instructors are either suitably qualified to instruct or have otherwise undergone an assessment from a suitably qualified instructor, which is documented to support this and which must be retained to be made available to Underwriters up on their request.
4. At least one person qualified in first aid must be present at all times during the activity.
5. Safety ropes and associated equipment must be checked for suitability prior to each activity taking place.
6. a) Helmets must be supplied to and worn by participants and instructors at all times whilst taking part in the activity.

b) If a participant or instructor brings their own helmet, the Insured must inspect it for suitability. If the Insured believes the helmet to be unsuitable they must supply one which must be worn as per the terms set out in part a)

7. The following persons are not to be allowed to participate in any activity:

a) Anyone who appears intoxicated through alcohol, drugs or any other intoxicating substance

b) Anyone who is knowingly pregnant

c) Anyone who has had an operation within the past twelve months that through participating could aggravate the object of the operation

d) Anyone undergoing medical treatment for an ailment that may be aggravated, including but not limited to high blood pressure, epilepsy, back problems, neck problems or any heart condition

e) Anyone suffering from any other condition that may be aggravated

Buoyancy Aid Warranty

It is a Condition Precedent to Liability under this Policy that all water sports participants wear buoyancy aids.

Qualifications Condition

It is a condition precedent to liability that all instructors are either suitably qualified to instruct in the activity they are undertaking, which may need to be proven in the event of a claim, or have otherwise undergone an assessment from a suitably qualified instructor that is documented to support this and which must be retained to be made available to Underwriters up on their request.

All Other Terms Clauses Conditions and Exceptions remain unaltered

Signed …… September 17, 2019

On Behalf of Underwriters'

ARGOGLOBAL
Member Argo Group

Certificate of Employers' Liability Insurance

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 and the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the Insured employs persons covered by the policy or a copy of the certificate is available to each employee in electronic form and the employee has reasonable access to the copy of the certificate).

Contract No:	B1262BW0214619
Policy No:	PEOX/101454

1. **Name of policyholder:** Creative Outdoor Group Limited
2. **Date of commencement of insurance:** 2nd September 2019
3. **Date of expiry of insurance:** 1st September 2020

We hereby certify that subject to paragraph 2:

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney; and

2. the minimum amount of cover provided by this policy is no less than £5 million.

Signed on behalf of ArgoGlobal SE (authorised lead insurer)

Signature



Stephen McGill

Director

Note: The information below this line does not form part of the statutory certificate. ArgoGlobal SE and the other insurers as defined in the policy on whose behalf this certificate is issued require the following information to be entered by the issuing intermediary.

Name and address of issuing intermediary: Secure Underwriting 323 Church Road, St. George, Bristol, BS5 8AA. Secure Underwriting is authorised and regulated by the Financial Conduct Authority, No. 307082.

This Insurance is effected on behalf of ArgoGlobal SE and other insurers as defined in the policy.

ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998; Reg.-N.: SE2 www.argoglobalse.com. The other insurers defined in the policy are authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority.

The employer is strongly encouraged to retain all records related to this insurance.

SECURE UNDERWRITING

Secure Underwriting Combined Liability Insurance Certificate

Effected through: Secure Underwriting

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number B1262BW0214619 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 Certificate insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

Continued Overleaf

IN WITNESS whereof this Certificate has been signed as follows:

70% Argo Direct Limited on behalf of ArgoGlobal SE
30% Covéa Insurance 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 or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

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

This Certificate 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 Certificate has been signed at the place stated and on the date specified in the Schedule.



Stephen Loud
Authorised signatory
For Secure Underwriting and on behalf of the Underwriters

LIABILITY INSURANCE

1. OPERATIVE CLAUSE

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.
This indemnity applies only to such legal liability as defined by each insured Section of this Certificate arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Certificate as a whole.

2. DEFINITIONS

For the purpose of this Certificate:

2.1. The Insured / You / Your means:

2.1.1. the person, persons or corporate body named in the Schedule

2.1.2. subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.

2.2. Underwriters means

Argo Direct Limited on behalf of ArgoGlobal SE
Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA

Covea Insurance plc
Registered in England and Wales (No. 613259).
Registered address: Norman Place, Reading, RG1 8DA

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

2.3.1. the ownership, repair and maintenance of the Insured's own property

2.3.2. provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services

2.3.3. private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.

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

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

2.6. Person Employed means any:

2.6.1. Employee being a person under a contract of service or apprenticeship with the Insured

2.6.2. labour master and persons supplied by him

2.6.3. person employed by labour only sub-contractors

2.6.4. self employed person under the control of the Insured

2.6.5. person hired to or borrowed by the Insured

2.6.6. person undertaking study or work experience or youth training scheme with the Insured

working for the Insured in connection with the Business.

2.7. Product means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.

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

2.9. 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 Certificate.

2.10. Terrorism means an act, - whether involving violence or the use of force or not – or the threat or the preparation 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) – which

- is designed to, or does
- intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt and segment of the economy

and

- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives

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 Certificate 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 Certificate as though they were the Insured.

4. CROSS LIABILITIES

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

5. LIMITS OF INDEMNITY

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

5.2. SECTIONS B AND C – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

5.2.1. under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance

5.2.2. under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.

5.2.3. in respect of Defence Costs, section 6.1.3. Corporate Manslaughter and Corporate Homicide Act 2007, shall not exceed £1,000,000 in all during the Period of Insurance.

6. DEFENCE COSTS

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

Defence Costs include legal expenses:

6.1. incurred by or awarded against the Insured arising out of any prosecution of the Insured:

6.1.1. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)

6.1.2. for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

6.1.3. incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007

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 Certificate

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A and in respect of Section 6.1 when the Limit of Indemnity will be inclusive of all Defence Costs unless this Certificate 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 Certificate 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

SECTION A – EMPLOYERS' LIABILITY

8. SECTION A – INDEMNITY

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

9. SECTION A – EXCLUSIONS

This Section does not apply to or include legal liability:

9.1. arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed

9.2. incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security

9.3. arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.

9.4. arising out of Terrorism other than to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of liability of 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 other than to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply, inclusive of all damages, costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause.

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

10. SECTION A – COMPULSORY INSURANCE CLAUSE

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

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

SECTION B – PUBLIC LIABILITY

11. SECTION B – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance.

12. SECTION B – EXCLUSIONS

This Section does not apply to or include legal liability:

12.1. in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.

12.2. arising out of or in connection with any Product.

12.3. arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:

12.3.1. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation

12.3.2. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract

12.3.3. arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation

12.4. arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)

12.5. for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:

12.5.1. clothing and personal effects (including vehicles and their contents) of Employees and visitors

12.5.2. premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work

12.5.3. premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement

12.6. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

SECTION C – PRODUCTS LIABILITY

13. SECTION C – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

14. SECTION C – EXCLUSIONS

This Section does not apply to or include legal liability:

14.1. in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.

14.2. for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective

14.3. arising out of the recall of any Product or part thereof

14.4. arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft

14.5. arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement

14.6. arising from circumstances known to the Insured prior to the inception date of this Insurance.

14.7. arising from the failure of any Product to perform its intended function.

GENERAL EXCLUSIONS

15. EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

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

15.1. arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage

15.2. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties

15.3. arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;

15.3.1. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance

15.3.2. was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

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

15.4. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

15.5. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

15.6. i. directly or consequentially, on account of “bodily injury,” ”property damage,” “personal or advertising injury,” or “medical payments” arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

ii. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

iii. any obligation or duty to defend any actions on account of “bodily injury,” ”property damage,” “personal or advertising injury,” or “medical payments” arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

15.6. (continued)

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

For the purposes of this exclusion, “bodily injury” shall include mental anguish, mental injury and/ or emotional distress.

15.7. directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

15.8. arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

15.9. directly or indirectly resulting from, or in consequence of any travel package arrangement.

16. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE CERTIFICATE

This Certificate does not apply to or include legal liability:

16.1. directly or indirectly caused by or contributed to by or arising from:

16.1.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

16.1.2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

a) of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)

b) assumed by the Insured by agreement which would not have attached in the absence of such agreement

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

16.3. for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage

16.4. which forms the subject of insurance by any other Certificate and this Certificate shall not be drawn into contribution with such other insurance.

17. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE CERTIFICATE

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

17.1. The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Certificate and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.

17.2. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.

17.3. The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Certificate 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 Certificate then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

17.4. The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Certificate and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.

17.5. Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Certificate. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

17.6. Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.

17.7. If any claim under this Certificate is in any respect fraudulent this Certificate shall become void and all benefit hereunder shall be forfeited.

17.8. The Underwriters may cancel this Certificate by giving 30 days’ notice in writing of such cancellation to the Insured's last known address.

17.9. Any phrase or word in this Certificate and the Schedule will be interpreted in accordance with the law of England. The Certificate 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 Certificate or the Schedule shall bear such specific meaning wherever it may appear.

17.10. All disputes concerning the interpretation of this Certificate are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

17.11. Contract (Rights of Third Parties) Act 1999 Clarification Clause
A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

17.12. Data Protection Notice
Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - https://www.penunderwriting.co.uk/Privacy-and-Cookies. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Secure Underwriting is the trading name of Park Insurance Services. We are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - http://parkinsurance.co.uk/about/gdpr-privacy-notice/. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

17.13. E.U. Disclosure Clause (UK)
Notice to the Proposer/Insured
The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

17.14. Your Right to Cancel

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

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

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

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

18. COMPLAINTS PROCEDURE

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the broker who arranged the insurance will be able to resolve any concerns and You should contact them directly.

Alternatively if You need to complain please contact the Pen Underwriting Limited Complaints Officer quoting Your policy or claim number.

Pen Underwriting Limited Complaints Officer
Address: 3 Atlantic Quay, 20 York Street, Glasgow, G2 8JH
Email: pencomplaints@penunderwriting.com
Telephone: 0141 285 3539

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:
The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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

19. CLAIMS NOTIFICATION PROCEDURE

In the event of a claim or circumstance which may give rise to a claim under this Certificate, please report such incidents, without delay, to the Underwriters Claims Handling Facility, quoting your Certificate Number:

Claims Telephone Number - 03330 107 190
Claims Email Address - uk.newclaims@penunderwriting.com

20. INSURANCE ACT 2015

APPLICATION OF WARRANTIES

1. Any reference in the policy to the proposal form/statement of fact/ information provided, as being the basis of the contract is removed.
2. Any term which uses the word “warranty” or “warranted” wherever it may appear in Your policy shall be construed as a suspensory condition. This means that Underwriters will have no liability under the policy to indemnify You after the term has been breached until the breach is remedied by You.

CONDITIONS PRECEDENT

Underwriters will not rely on breach of a condition precedent to decline Your claim if that condition was designed to reduce a loss of a particular kind, at a particular location and/or at a particular time and You are able to prove that non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

FRAUDULENT CLAIMS

If any fraud is committed by You in relation to a claim under the policy then Underwriters will not pay that claim. Underwriters also elect to treat the policy as terminated from the date of the fraudulent act, in which case premiums are non-refundable.

FAIR PRESENTATION OF RISK CONDITION

You have a duty to make a fair presentation of the risk which You wish to insure.

This duty applies before the start of Your policy, before any variation is made and prior to each renewal. If You do not comply with this duty then:

1. If the failure to make a fair presentation of the risk is deliberate or reckless then Underwriters can elect to make Your policy void and keep the premium. This means treating the policy as if it had not existed and no return of premiums paid to Underwriters; or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless but cover still would not have been provided had You made a fair presentation, then Underwriters can elect to make Your policy void and return premiums paid by You to the Underwriters; or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and Underwriters would have issued cover on different terms had You made a fair presentation then Underwriters can:
   a. Reduce proportionately any amount paid or payable in respect of a claim under the policy by a percentage calculated by dividing the premium actually charged by the premium which Underwriters would have charged had You made a fair presentation; and/or
   b. Treat the policy as if it had included such different terms (other than payment of the premium) as Underwriters would have imposed had You made a fair presentation.
4. Where Underwriters elect to apply one of the above then;
   a. if Your policy is made void, this will be from the start of the policy, or the date of variation or from the date of renewal.
   b. Underwriters will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
   c. the policy will be treated as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal

   depending on when the failure to make a fair presentation occurs.

Subject to the above, all the terms, exclusions and conditions of the policy will continue to apply.

21. ADDITIONAL INFORMATION

Secure Underwriting is regulated by the Financial Conduct Authority.

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act,1998.

Covéa Insurance Plc are authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register, or the Financial Conduct Authority can be contacted on 0845 606 1234.

Financial Services Compensation Scheme

Underwriters are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if Underwriters are unable to meet their obligations to you under this contract. If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme 7th floor, Lloyd's Chambers, Portsoken Street, London E1 8BN and on their website www.fscs.org.uk.