

Combined Liability Insurance Certificate

for Special Events (Non-Permit)

This is to certify, in accordance with the authorisation granted under contract number LM16LMS1001 to the undersigned by Liberty Mutual Insurance Europe Limited, 20 Fenchurch Street, London EC3M 3AW (hereinafter referred to as "the Company") and in consideration of the Insured having paid or agreed to pay the premium the Company are hereby bound to insure in accordance with the terms and Conditions contained herein or endorsed hereon

This Certificate the Schedule including any Schedule issued in addition or substitution and any Endorsements or Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

Lockton MIS Motorsport
A division of Lockton Companies LLP
10 South Parade, Leeds LS1 5QS
Company registration number: OC353198
Authorised and Regulated by the Financial Conduct Authority
A Lloyd's Broker

Liberty Mutual Insurance Europe Limited
Registered Number in England : No. 1088268
Registered Office 20 Fenchurch Street, London EC3M 3AW

Data Protection Act 1998

We may store your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes within our group and for crime prevention (see further details below). We will only disclose your personal details to third parties, if it is necessary for the performance of your contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we may need to collect data that the Data Protection Act defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract you will signify your consent to such information being processed by us or our agents.

We will keep your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer your information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with your insurance application, we will assume you are agreeable for us to transfer your information to a country outside the EEA.

Should you wish to receive a copy of the information we hold on you, please contact:

The Compliance Officer
20 Fenchurch Street, London EC3M 3AW

Complaint Procedure
20 Fenchurch Street, London EC3M 3AW

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem

In the first instance please contact

The Compliance Manager
20 Fenchurch Street, London EC3M 3AW

Telephone 020 3758 0000

In the event you remain dissatisfied and wish to pursue matters further you may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million. For a group of companies this means a group annual turnover of less than £1 million

The Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square, London, E14 9SR

Helpline **0800 023 4567**

Switchboard **020 7964 1000**

Website **www.financial-ombudsman.org.uk**

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our financial obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme
7th floor Lloyds Chambers
Portsoken Street
London E1 8BN

Fax: **020 7892 7301**

Definitions

1. **Additional Insured** shall mean
 - a. the personal representatives of the Insured in respect of legal liability incurred by the Insured against legal liability in respect of which the Insured would have been entitled to indemnity under this Certificate if the claim for which indemnity is sought had been made against the Insured
 - b. the officers committees and members of the Insureds canteen social sports and welfare organisations and first aid fire medical and security services in their respective capacities as such
 - c. any director or partner of the Insured or Person Employed in respect of private work undertaken by any Person Employed for such director partner or Person Employed with the prior consent of the Insured
 - d. fire and security services first aid ambulance and medical services or medical personnel acting for engaged or employed by the Insured
 - e. any Participant whilst attending the Insured Event
 - f. the recognised governing bodies that sanction races or have an involvement in the rules safety standards licensing or inspecting of the venues or circuits or any Local Association Club or Organisation responsible for promoting motor sporting events authorised by the recognised governing body or bodies
 - g. any official being any person appointed by the Insured to carry out official duties at the Insured Event or any marshall of the Insured Event
 - h. the sponsors being the sponsors of the Insured Event
 - i. the landowner being any person firm or authority (which term shall include any landowner any circuit owner any local or county authority or any Minister or Ministry of the National Government) whose permission is necessary for the holding of the Insured Event
 - j. any party in respect of whom indemnity is required under any contract lease or other agreement entered into by the Insured in the course of the Business provided that the conduct and control of claims is vested in the Company each of whom shall as though the Insured be subject to the terms of this Certificate so far as they can apply
2. **Business** shall mean that which is described in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle Of Man

The Business shall include

 - a. ownership maintenance and repair of property occupied by or leased to the Insured
 - b. the provision and management of canteen social sports and welfare organisations for the benefit of any Person Employed
 - c. first aid ambulance and medical services fire and security services provided in connection with the Business
 - d. tuition instruction marshals' and officials' training in connection with the Business
 - e. private work undertaken by any Person Employed for any director or partner of the Insured or Person Employed with the prior consent of the Insured
 - f. participation in exhibitions held within the Territorial Limits
 - g. project supervisor where the Insured act in that capacity in the course of the Business described in the Schedule by virtue of the requirements of any Health and Safety legislation
 - h. all support activities held in conjunction with an Insured Event including non race activities and administrative functions

However for the purposes of this definition firework displays and activities of a similar nature are not covered unless specifically agreed by the Company

3. **Damage** shall mean physical damage and includes physical loss
4. **Injury** shall mean bodily injury death disease illness nervous shock or mental injury Personal Injury
5. **Nuisance** shall mean nuisance trespass interference with any
 - a. easement
 - b. right of air
 - c. right of light
 - d. right of water
 - e. right of way
 - f. other enjoyment of Property
6. **Event** shall mean any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
7. **Excess** shall mean the amount amounts specified in the Schedule which the Insured shall pay in respect of all damages compensation claimants costs Legal Costs expenses before the Company shall be liable to make any payment
The Excess shall apply to each Event.
8. **Legal Costs** shall mean
 - a. costs of legal representation at
 - i. any coroners inquest or fatal accident inquiry
 - ii. proceedings in any court arising out of any alleged breach of statutory duty
 - b. all other costs and expenses in relation to the defence investigation or settlement of any claim
9. **Offshore:** any Person Employed shall be deemed by the Company for the purposes of this Certificate to be Offshore from the time of embarkation onto a conveyance at the point of final departure to any offshore installation including but not limited to any offshore rig or platform until disembarkation onto land upon return from such installation
10. **Person Employed** shall mean any
 - a. person under a contract of service or apprenticeship with the Insured
 - b. labour master or labour only subcontractor or person supplied by any of them
 - c. self employed person
 - d. person hired to or borrowed by the Insured
 - e. person undertaking study or work experience
 - f. person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured
while working under the control of the Insured in connection with the Business
11. **Pollution Contamination** shall mean pollution contamination of buildings or other structures or of water or land or the atmosphere and all loss or Damage or Injury directly or indirectly caused by such Pollution Contamination

12. **Products** shall mean any commodity article or thing including packaging containers and labels sold supplied distributed erected serviced maintained repaired altered treated installed processed manufactured or tested by or on behalf of the Insured and no longer in the possession or under the control of the Insured but shall not include food or drink for consumption on the premises of the Insured or at any other premises where the Insured is conducting the Business
13. **Property** shall mean material property
14. **Territorial Limits** shall mean
- a. Great Britain Northern Ireland the Channel Islands and the Isle of Man
 - b. the non manual activities of any director or partner of the Insured or Person Employed ordinarily resident in the territories named in a. above but temporarily engaged in the Business elsewhere in the world excluding any country or territory which operates under the law of the United States of America or Canada
 - c. elsewhere in the world excluding any country or territory which operates under the law of the United States of America or Canada in connection with any Event arising out of Products
15. **Terrorism** shall mean any act use threat of force violence intimidation by any person persons body group network organisation for any political religious ideological purpose whatsoever
16. **Insured Event** shall mean any competitive or non competitive motor sport event (including practice qualification or training) held within the Territorial Limits and arranged organized operated or run by the Insured. Insured Event shall include but not be limited to events where customers or members or invitees of the Insured or an approved organiser are allowed (whether for payment or otherwise) to use their own vehicles for recreational and leisure purposes
17. **Participant** shall mean rider passenger driver co-driver or navigator and any other person engaged in an Insured Event who has been granted permission to enter the Restricted Area
18. **Restricted Area** shall mean any area which requires authorisation or permission to enter or any area where admission by spectators is prohibited.
19. **Personal Injury** shall mean injury other than bodily injury death or disease occurring as a result of any of the following offences
- a. false arrest, detention or imprisonment or malicious prosecution
 - b. wrongful entry or eviction which interferes with the right of private occupancy
 - c. oral or written publication of material relating to the Business

Section 1

Employers Liability

Cover and Jurisdiction

The Company will indemnify the Insured

1. against legal liability for damages and claimants costs and expenses in respect of Injury to any Person Employed caused during the Period of Insurance within the Territorial Limits and arising out of and in the course of employment by the Insured in the Business
2. in respect of Legal Costs incurred with the written consent of the Company in connection with any Event which is or may be the subject of indemnity under 1 above

Provided always that no indemnity will be afforded by the Company in respect of any judgement award or settlement made in any country or territory outside Great Britain Northern Ireland the Channel Islands and the Isle of Man or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by the Company in granting such cover which offer and acceptance must be signified by an Endorsement attaching to this Certificate

Limit of Liability

Irrespective of

1. the number of parties entities entitled to indemnity
2. the number of claimants

the total amount payable by the Company under this Section including all Extensions in respect of or arising from any one claim or series of claims against the Insured arising out of one Event shall not exceed the Limit of Liability

Exclusions to Section 1

Section 1 of this Certificate will not apply to legal liability in respect of

1. Road Traffic Legislation

Injury for which the Insured is required to arrange motor insurance or security under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order or similar legislation within the European Union

2. Offshore Work

Injury to any Person Employed while Offshore

3. Medical and Repatriation Costs

- a. medical costs or medical expenses
- b. repatriation costs or repatriation expenses

incurred by any Person Employed whilst outside Great Britain Northern Ireland the Channel Islands or the Isle Of Man

4. Terrorism

sums in excess of the sub-limit stated in the Schedule arising from Terrorism

Extensions to Section 1

1. Unsatisfied Court Judgements

If a judgement for damages is obtained

- a. by any Person Employed or the personal representatives of any Person Employed in respect of Injury sustained by the Person Employed caused during the Period of Insurance and arising out of and in the course of employment by the Insured in the Business
- b. against any company or individual operating from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court within the territories specified in b above and

- c. remains unsatisfied in whole or in part six months after the date of such judgement

at the request of the Insured the Company will pay to the Person Employed or the personal representatives of the Person Employed the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- i. there is no appeal outstanding
- ii. if any payment is made under the terms of this Extension the Person Employed or the personal representatives of the Person Employed shall assign the judgement to the Company

Each of the Extensions to this Section is subject otherwise to the terms of this Certificate

Section 2 **Public Liability**

Cover and Jurisdiction

The Company will indemnify the Insured

1. against legal liability for damages and claimants costs and expenses in respect of
 - a. Injury sustained by any person
 - b. Damage to Property
 - c. Nuisance

happening during the Period of Insurance within the Territorial Limits in connection with the Business
2. in respect of Legal Costs incurred with the written consent of the Company in connection with any Event which is or may be the subject of indemnity under 1 above

Provided always that no indemnity will be afforded by the Company in respect of any judgement award or settlement made in any country or territory which operates under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by the Company in granting such cover which offer and acceptance must be signified by an Endorsement attaching to this Certificate

Limit of Liability and Legal costs

1. Irrespective of
 - a. the number of parties entities entitled to indemnity
 - b. the number of claimants

the total amount payable by the Company under Section 2 above and all Extensions in respect of any one Event shall not exceed the Limit of Liability specified in the Schedule for Public Liability

2. Legal Costs payable by the Company shall be paid in addition to the Limit of Liability unless otherwise stated

Provided always that

- a. if a payment of damages and or claimants costs and expenses exceeding the Limit of Liability has to be made to dispose of any claim

and

- b. the Company are liable to pay Legal Costs in addition to the Limit of Liability

the liability of the Company for such Legal Costs shall be limited to such proportion as the Limit of Liability bears to the amount paid to dispose of such claim Nothing contained in this clause shall be construed to vary or override Condition 5 of this Certificate

Exclusions to Section 2

Section 2 of this Certificate will not apply to legal liability

1. Injury sustained by Persons Employed

for Injury sustained by any Person Employed arising out of and in the course of employment by the Insured in the Business

2. Product

directly or indirectly caused by arising from or in connection with any Product other than food or drink provided for consumption on the Insured's premises

3. Vehicles

arising out of the ownership or possession or use of any mechanically propelled vehicle by or on behalf of the Insured in circumstances where insurance or security is required under the provisions of any road traffic legislation but this Exclusion will not apply to

- a. recovery or emergency service vehicles or similar unlicensed for road use
- b. mechanical plant while operating as a tool of trade
- c. the loading or unloading of any vehicle

except in respect of legal liability for which insurance or security is required by law or indemnity is provided by any motor insurance contract

4. Vessels and Craft

arising out of the ownership possession or use by or on behalf of the Insured of any vessel or craft designed to travel in on or through water air or space but this Exclusion will not apply to

- a. waterborne craft not exceeding 4 metres in length in Great Britain Northern Ireland the channel Islands or the Isle of Man territorial waters
- b. aircraft which is not owned by or in the possession of the Insured being used for the purpose of carrying out emergency services

5. Property in the Insureds Care Custody or Control

in respect of loss of or Damage to any Property which at the time of the Event giving rise to such liability is owned by or held in trust by or in the care custody or control of the Insured or any Person Employed other than

- a. personal effects including vehicles and their contents of any Person Employed or any director or partner of or any official or marshal of an Insured Event or volunteer or landowner or visitor to the Insured
- b. premises including their contents not owned by or leased or rented to the Insured but temporarily occupied by the Insured in connection with the Business
- c. premises and their fixtures and fittings leased or rented to the Insured provided that where such liability has been accepted by agreement indemnity will only be to the extent that such liability would have attached in the absence of the said agreement

6. Participants

of one Participant to another Participant where such legal liability arises on the track on the course or in the pits area in the same Insured Event whilst operating a vehicle under its own power

7. Circuit Damage

Damage to

- a. any road track circuit or other surface utilised by the Insured
- b. any equipment or circuit furniture (hired or otherwise)

used for the purpose of the Insured Event

8. Work Offshore

arising from or in connection with any work undertaken in or on any offshore accommodation exploration drilling or production rig installation or offshore support vessel

Extensions to Section 2

1. Cross Liabilities

If the Insured comprises more than one party entity the Company will indemnify each in the same manner and to the same extent as if a separate Certificate had been issued to each

provided that the total amount of indemnity afforded by the Company shall not exceed the Limit of Liability regardless of the number of parties entities entitled to indemnity

2. Contingent Motor Liability

Notwithstanding Exclusion 4 the Company will indemnify:

- a. the Insured and no other against legal liability arising out of the use in the course of the Business of any mechanically propelled vehicle not the property of nor provided by the Insured
- b. any Disabled person (within the meaning of the Disability Discrimination Act 1995 or any similar legislation) operating a mechanically propelled vehicle within spectator areas at an Insured Event with the permission of the Insured.

This Extension will not apply to legal liability

- a. arising while such vehicle is being driven by the Insured
- b. in respect of loss of or Damage to such vehicle or to any Property conveyed therein
- c. arising out of the use of any such vehicle owned or provided by any principal for whom the Insured is working or any subcontractor acting for or on behalf of the Insured
- d. arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- e. in respect of which the Insured is entitled to indemnity under any other insurance

3. Overseas Personal Liability

The Company will indemnify the Insured and if the Insured so requests any director or partner of the Insured or Employee against legal liability incurred in a personal capacity while temporarily outside the Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business but excluding any country or territory which operates under the law of the United States of America or Canada

This Extension will not apply to legal liability

- a. arising out of the ownership or occupation of land or buildings
- b. in respect of which indemnity is afforded by any other insurance

4. Circuit Hire Contingent Liability

The Company will indemnify the Insured and if the Insured so requests any director or partner of the Insured or Person Employed against legal liability arising from the hire of the Insured's premises provided that the persons working or operating at the Insured's premises shall maintain their own insurances for liability as covered under this Certificate for an amount of not less than GBP 2,000,000

5. Defective Premises Act 1972

In so far as this Section indemnifies the Insured against legal liability in respect of Injury or loss of or Damage to Property such Section shall apply to legal liability incurred by the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises disposed of by the Insured.

This Extension will not apply to legal liability:

- a. for the costs remedying any defect or alleged defect in premises disposed of by the Insured
- b. in respect of which the Insured is entitled to indemnity under any other insurance

6. Food Safety Act 1990 and The Food Safety and Hygiene (England) Regulations 2013

The Company hereby agrees to indemnify the Insured under Sections 2 and 3 of this Certificate against

- (i) costs and expenses incurred with the written consent of the Company
- (ii) costs and expenses awarded against the Insured

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Food Safety Act 1990 and similar legislation under The Food Safety and Hygiene (England) Regulations 2013 which occurs during the Period of Insurance and where the circumstances of the alleged offence may be the subject of indemnity under this Certificate

Provided always that the Company shall not be liable

- (i) for any fines or penalties imposed on the Insured
- (ii) for the Excess
- (iii) where the prosecution results from a deliberate management decision act or omission and which would knowingly or could reasonably have been expected by the Insured to result in a liability or the committing of an offence under the Act

Each of the Extensions to this Section is subject otherwise to the terms of this Certificate

Section 3

Products Liability

Cover and Jurisdiction

The Company will indemnify the Insured

1. against legal liability for damages and claimants costs and expenses in respect of
 - a. Injury sustained by any person
 - b. Damage to Propertyhappening during the Period of Insurance and caused by any Product
2. in respect of Legal Costs incurred with the written consent of the Company in connection with any Event which is or may be the subject of indemnity under 1 above

Provided always that no indemnity will be afforded by the Company in respect of any judgement award or settlement made in any country or territory which operates under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by the Company in granting such cover which offer and acceptance must be signified by an Endorsement attaching to this Certificate

Limit of Liability and Legal costs

1. Irrespective of
 - a. the number of parties entities entitled to indemnity
 - b. the number of claimantsthe total amount payable by the Company under Section 3 above and all Extensions in respect of all Events shall not exceed the Limit of Liability specified in the Schedule for Products Liability

2. Legal Costs payable by the Company shall be paid in addition to the Limit of Liability unless otherwise stated
 - a. if a payment of damages and or claimants costs and expenses exceeding the Limit of Liability has to be made to dispose of any claimand
 - b. the Company are liable to pay Legal Costs in addition to the Limit of Liability

the liability of the Company for such Legal Costs shall be limited to such proportion as the Limit of Liability bears to the amount paid to dispose of such claim Nothing contained in this clause shall be construed to vary or override Condition 5 of this Certificate

Exclusions to Section 3

Section 3 of this Certificate will not apply to legal liability

1. **Products**

in respect of loss of or damage to or the costs of recall removal repair alteration reconditioning replacement or reinstatement of any Products caused or necessitated by the defective condition or unsuitability of any Products or part of such Products

2. **Aircraft Products**

arising from or in connection with Products which to the knowledge of the Insured are for use in or incorporation into any craft designed to travel in on or through air or space

Each of the Extensions to this Section is subject otherwise to the terms of this Certificate

Extensions to all Sections

1. Health and Safety at Work Legal Defence Costs

The Company agrees to indemnify the Insured against

- (i) costs and expenses incurred with the written consent of the Company
- (ii) costs and expenses awarded against the Insured or a director or Employee of the Insured

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the Period of Insurance under sections 2-8 of the Health and Safety at Work Act 1974 or equivalent safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided always that the Company shall not be liable

- (i) for any fines or penalties imposed upon the Insured
- (ii) for the Excess
- (iii) where the prosecution results from a deliberate management decision, act, or omission and which would knowingly or could reasonably have been expected by the Insured to result in a liability or the committing of an offence under the Act

2. Compensation For Court Attendance

If at the request of the Company any Person Employed or director or partner of the Insured shall attend court as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a. Any director or partner of the Insured £ 500
- b. Any Person Employed £ 250

3. Consumer Protection Act 1987 and Consumer Rights Act 2015

The Company agrees to indemnify the Insured under Sections 2 and 3 against

- (iii) costs and expenses incurred with the written consent of the Company
- (iv) costs and expenses awarded against the Insured

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Consumer Protection Act 1987 and similar legislation under the Consumer Rights Act 2015 which occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under this Certificate

Provided always that the Company shall not be liable

- (i) for any fines or penalties imposed on the Insured
- (ii) for the Excess
- (iii) where the prosecution results from a deliberate management decision act or omission and which would knowingly or could reasonably have been expected by the Insured to result in a liability or the committing of an offence under the Act

4. Data Protection Act 1998

The Company will indemnify the Insured under all Sections of this Certificate in respect of liability for claims arising under the Data Protection Act 1998 or any subsequent legislation amending, revising, or replacing such act, in respect of

- (v) compensation payable for damage or distress under section 13 of Part II of the Act including claimant's costs and expenses
- (vi) defence costs in relation to any prosecution or investigation brought under section 21 of Part III of the Act in relation to a claim made by an Employee

Provided that

- (a) the Insured has registered under the Act or commenced the process of registration and the Insured's application has not been refused or withdrawn
- (b) the Company shall not be liable in respect of
 - (i) the payment of fines or penalties
 - (ii) the Excess
 - (iii) the cost of replacing reinstating rectifying or erasing any data
 - (iv) liability arising as a result of the provision by the Insured of the services of a computer bureau
 - (v) liability arising from the recording or provision of data for reward or for determining the financial status of any person
 - (vi) liability that arises as a result of a deliberate act or omission of the Insured, or persons acting on behalf of the Insured and which will knowingly or could reasonably have been expected by the Insured or those acting on the Insured's behalf to result in a liability or the committing of an offence under the Act
 - (vii) liability for which the Insured is entitled to an indemnity under any other insurance

Each of the Extensions is subject otherwise to the terms of this Certificate

Exclusions to Sections 2 and 3

This Certificate will not apply to legal liability

1. Punitive and Exemplary Damages

for punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages

2. Fines Liquidated Damages Penalty Clauses & Performance Warranties

for fines liquidated damages clauses penalty clauses or performance warranties

3. War

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

4. Deliberate Acts

caused by or arising from any deliberate act or omission by or on behalf of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

5. Defamation

in respect of any form of defamation

6. Pollution Contamination

arising directly or indirectly from any Pollution Contamination arising:

- (a) in the United States of America and/or Canada and/or their respective possessions or protectorates
- (b) elsewhere in the World, other than in those countries or territories referred to in (a) above, except where the Pollution Contamination results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance

The total indemnity payable under both Section 2 and Section 3 shall be the Limit of Liability for Section 2 stated in the Schedule either in respect of any one Event or in the aggregate during the Period of Insurance

7. Professional Services

arising from or in connection with

- a. advice
- b. design
- c. specification

provided for a fee but this shall not apply to any driving instruction tuition or advice given by or on behalf of the Insured in the normal course of the Business but not arising from any other form of professional advice or consultancy

8. Terrorism

directly or indirectly occasioned by happening through or in consequence of Terrorism

9. Asbestos

directly or in directly caused by or contributed to by arising from or in connection with asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives of asbestos

10. Sanction Limitation

where to do so would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom of Great Britain and Northern Ireland, or the United States of America

Exclusions to all Sections and Extensions

This Certificate will not apply to legal liability

1. Radioactive Contamination

directly or indirectly caused by or contributed to by or arising from

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

but as far as concerns Operative Section 1 this Exclusion will apply only where such legal liability is

- i. that of any principal
- ii. accepted under agreement and would not have attached in the absence of such agreement

2. Excess

for the amount of the Excess stated in the Schedule for each Operative Section

3. Employment Practice Liability

directly or indirectly occasioned by happening through or in consequence of any claim for breach of employment contract defamation discrimination and or harrassment and or in relation to the hiring supervision retention and or personal development of any director and or partner of the insured and or Person Employed however arising

Conditions

1. Observance of Terms and Right of Recovery

Observance of the terms of this Certificate relating to anything to be done or complied with by the Insured is a condition to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to the compulsory insurance of legal liability to employees

The Insured shall repay to the Company all sums paid under Section 1 of this Certificate which the Company would not have been liable to pay but for the provisions of such legislation

2. Reasonable Precautions

The Insured shall as a condition to liability

- a. take all reasonable care to prevent any circumstances or to cease any activity which may give rise to liability under this Certificate and to maintain the premises plant and everything used in the Business in a sound condition and to act in accordance with all statutory obligations and regulations
- b. comply or ensure any organisation affiliated to the Insured shall comply with the current rules and regulations issued by the recognised governing bodies that sanction events or competition or have an involvement in the rules safety standards licensing or inspecting of the venues or circuits
- c. ensure no alcohol is sold or supplied during any Insured Event to any Participant or marshals or officials and any Participant or marshal or official who is intoxicated will not be allowed to partake or officiate in any Insured Event
- d. ensure all spectators are separated from the trackside
- e. ensure the track is marshalled at all times during the Insured Event
- f. ensure reasonable clothing and safety equipment is worn
- g. ensure adequate first aid or medical facilities are kept available for use
- h. ensure fuel is kept in a safe environment and any refuelling takes place in a safe environment away from Participants and spectators
- i. as soon as possible 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

3. Claims Notification

The Insured shall as soon as reasonably practicable

- a. give written notice to the Company of any circumstance(s) that may give rise to a claim being made against the Insured, and for which there may be liability under this Certificate
- b. give written notice to the Company when a claim is actually made against the Insured (whether written or oral) and for which there may be liability under this Certificate
- c. advise the Company in writing of any impending prosecution inquest or fatal accident inquiry in connection with any circumstance(s) or claim(s) notified under (a) or (b)

4. Claims Co-operation

The Insured, as regards circumstances of which the Insured is aware may give rise to any claim(s) against the Insured shall:

- a. provide the Company with such particulars and information as the Company may require, on request
- b. forward to the Company any communication court process or documentation or any other documents received relating to such circumstance(s) or claim(s) on receipt

- c. give to the Company all information and assistance required as soon as practicable and, where the Company has conduct of proceedings within such time limits as are specified by the Company's legal representatives
- d. make no admission of liability, payment, offer or promise of payment or indemnity or waiver of subrogation without the written consent of the Company

5. **Discharge of Liability**

The Company may at any time at its own discretion pay to the Insured the Limit of Liability under this Certificate or any lesser sums for which any claim(s) can be settled and the Company, after the deduction of any sum(s) already paid in connection with such claim(s) shall not be under further liability except for the payment of defence costs and expenses already agreed and incurred

Provided that in the event of any claim(s) or series of claims resulting in a liability of the Insured to pay in excess of the Limit of Liability the Company's liability by virtue of a judgement or settlement for such costs and expenses shall not exceed an amount being in the same proportion as the Limit of Liability bears to the total payment made by or on behalf of the Insured in settlement of the claim(s)

6 **Alteration of Risk**

The Insured shall give the Company ninety (90) days written notice of any alteration which materially affects the risk insured

Where the alteration represents a change to the Business the Company shall have the right to accept or deny coverage at the time of notification to establish separate rate(s) and premium and if appropriate, separate terms to provide coverage for anyT such change

7. **Fraud**

If the Insured makes a fraudulent claim under this Certificate the Company

- a. shall not be liable to make any payment in respect of the claim and
- b. may recover from the Insured any sums paid by the Company in respect of the claim and
- c. may, by notice to the Insured, treat this Certificate as having been terminated with effect from the time of the fraudulent ac.

Further if the Company terminates this Certificate, the Company shall not be liable to indemnify the Insured in respect of any Bodily Injury or loss of or Damage to, Property occurring, or any claim or circumstance reported, after the time of the fraudulent act.

The Company shall not refund any of the premium(s) paid in respect of this Certificate

8. **Adjustment of Premium**

Where the premium is calculated on the statements and estimates furnished by the Insured, it is a requirement that the Insured shall

- a. keep an accurate record of all relevant particulars and at any reasonable time allow the Company to inspect such record
- b. at the expiry of each Period of Insurance as stated in the Schedule furnish to the Company such information as the Company requires for such expired period and the premium for such period shall thereupon be adjusted by the Company and the difference be paid by or allowed to the Insured as the case may be subject to any agreed minimum premium

9. Other Insurances

If at the time of any claim covered by this Certificate there is or but for the existence of this Certificate would be any other insurance covering the same legal liability the indemnity afforded by this Certificate will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Certificate not been effected and subject always to the Limit of Liability

10. Law

This Certificate is subject to the law of England and Wales

11. Cancellation

This Certificate may be cancelled by the Company by sending thirty days' written notice to the Insured at their last known address

In such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance subject to any minimum premium less any sums due from the Insured to the Company

Provided always that if at the time of cancellation claim(s) or circumstance(s) have been notified to the Company by the Insured the Company shall be entitled to retain any return premium against any payments that may become payable to the Company by the Insured in respect of such notifications

12. Contracts Rights Of Third Parties Act 1999

A person who is not party to this Agreement has no rights under the Contracts Rights of Third Parties Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act

13. Employers' Liability Tracing Office

Where the Company provides indemnity under Section 1 – Employers' Liability the Company is required by regulation to maintain a database of the companies and subsidiary companies covered by this Certificate and to add details of all the Insured's company names to the Employers' Liability Tracing Office database

Therefore, it shall be a condition to liability that the Insured shall supply full details, as required by the Employers' Liability Tracing Office, of the companies and all subsidiary companies to the Company at inception of this Certificate and promptly thereafter following acquisition or removal of any subsidiary company

14. Duty of Fair Presentation

NOTE: The provisions of this clause vary the provisions of Schedule 1 of the Insurance Act 2015 'Insurers' Remedies for Qualifying Breaches'. Where

1. **an insured is guilty of breaching the duty of fair presentation that is neither deliberate nor reckless and**
2. **the Company, had it known the true fact would have charged a higher premium as a condition of entering into this Certificate**

Instead of reducing claims payments proportionately as permitted by the Act, the Company may at its discretion charge an additional premium

If the Insured breaches the duty of fair presentation prior to entering into this Certificate the following provisions shall apply

- (a) If the Insured's failure to comply with the duty of fair presentation is deliberate or reckless
 - (i) the Company may choose to avoid this Certificate and refuse to pay all claims and
 - (ii) will not return any of the premiums paid

- (b) If the Insured's failure to comply with the duty of fair presentation is neither deliberate nor reckless
 - (i) if the Company would not have entered into this Certificate the Company may avoid this Certificate and refuse to pay all claims but will return the premiums paid
 - (ii) if the Company would have entered into this Certificate, but on different terms (whether relating to the premium or otherwise), this Certificate is to be treated as if it had been entered into on those different terms from the outset and the Company shall be entitled to charge the additional premium that it would have charged had it been fully apprised of the facts. For the avoidance of doubt, the proportionate reduction provided for in clause 6 of Schedule 1 of the Insurance Act 2015 shall not apply

If the Insured breaches the duty of fair presentation prior to a variation of this Certificate the following provisions shall apply

- (a) If the Insured's failure to comply with the duty of fair presentation is deliberate or reckless
 - (i) the Company may by notice to the Insured consider this Certificate as having been terminated from the time when the variation was made and
 - (ii) will not return any of the premiums paid
- (b) If the Insured's failure to comply with the duty of fair presentation is neither deliberate nor reckless
 - (i) if the Company would not have agreed to the variation on any terms, the Company may treat this Certificate as if the variation was never made, but will in that event return any additional premium paid
 - (ii) if the Company would have agreed to the variation to this Certificate, but on different terms (whether relating to the premium or otherwise), the variation is to be treated as if it had been entered into on those different terms and the Company shall be entitled to charge the additional premium that it would have charged had it been fully apprised of the facts. For the avoidance of doubt, the proportionate reduction provided for in clause 11 of Schedule 1 of the Insurance Act 2015 shall not apply

This shall not increase the liability of the Company to pay any amount in excess of the Limit of Liability shown in the Schedule in respect of each Section of this Certificate during the Period of Insurance

SCHEDULE

Certificate Numbers: LM16LMS1001 / S1777922

Issuing Office: Lockton MIS Motorsport

Wording: Combined Liability Insurance Certificate

Insured: **Challenge South West**

Insured's Address: Wood Park
East Down
Barnstaple
Devon
EX31 4LZ

Business Description: Off Roothing Members Club

Period of Insurance: **From 20th March 2017 to 19th March 2018**

Section 1 Employers Liability	Not Insured
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Section 2 Public Liability		
Limits:	£5,000,000	As defined in the Certificate
Excess:	£1,000	each and every Event including Costs and Expenses in respect of Injury and Third Party Property Damage
Premium:	£1,425.00	Minimum & Deposit adjustable at £200 + IPT per event and £100 + IPT per display

Section 3 Product Liability	Not Insured
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Premium: £ 1,425.00

Insurance Premium Tax: £ 142.50

Total Premium Due: £ 1,567.50

Dated in London: 21st March 2017

Signed on behalf of the Company: Authorised Signatory

