

Combined Liability Insurance Certificate

for Special Events (Non-Permit)

This is to certify, in accordance with the authorisation granted under contract number LOAANOF0002 to the undersigned by Liberty Mutual Insurance Europe Limited, 3rd Floor, Two Minster Court, London. EC3R 7YEra. (hereinafter referred to as "the Underwriters") and in consideration of the premium specified herein the said Underwriters are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

This Certificate the Proposal 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

Motor Sports Risk Services
A Division of Lockton Companies LLP
19 Spring Gardens, Manchester, M2 1FB
Company registration number: 1211673
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 3rd Floor, Two Minster Court, London EC3R 7YE

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
3rd Floor, Two Minster Court, London EC3R 7YE

Complaint Procedure

3rd Floor, Two Minster Court, London EC3R 7YE

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
3rd Floor, Two Minster Court, London EC3R 7YE

Telephone
Fax
Email

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
South Quay Plaza
183 Marsh Wall, London, E14 9SR

HelpLine **0845 080 1800**
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 Underwriters

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 marshalls' 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 Underwriters

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 Underwriters 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 Underwriters 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 Insuredwhile 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. **Proposal** shall mean any information supplied by the Insured in connection with this insurance and any declaration made in connection therewith
15. **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
16. **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
17. **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
18. **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
19. **Restricted Area** shall mean any area which requires authorisation or permission to enter or any area where admission by spectators is prohibited.
20. **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 Underwriters will indemnify the Insured and any Additional Insured

1. against legal liability for damages and claimants costs and expenses in respect of Injury sustained by 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 Underwriters 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 Underwriters 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 Underwriters 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 Underwriters 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 in accordance with any road traffic legislation within the European Union

2. Offshore Work

Injury sustained by 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

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 Underwriters 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 Underwriters

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

Section 2

Public Liability

Cover and Jurisdiction

The Underwriters will indemnify the Insured and any Additional 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 Underwriters 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 Underwriters 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 Underwriters 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 Underwriters 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 Underwriters 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 Underwriters are liable to pay Legal Costs in addition to the Limit of Liability

the liability of the Underwriters 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

3. Pollution Contamination

directly or indirectly caused by arising from or in connection with Pollution Contamination

4. 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

5. 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 United Kingdom 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

6. 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 provided to the extent that such liability would have attached in the absence of the said agreement

7. 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

8. 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

9. 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 Underwriters 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 Underwriters 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 Underwriters will indemnify 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

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 the 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 or Additional 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 Underwriters 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. Pollution Contamination

Notwithstanding Exclusion 3 Underwriters will indemnify the Insured and any Additional Insured against legal liability for damages and claimants costs and expenses in respect of Pollution Contamination within the Territorial Limits in connection with the Business provided always that

- a. Pollution Contamination is caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance stated in the Schedule
- b. No indemnity shall be provided in respect of activities commenced by or on behalf of the Insured prior to inception of the Period of Insurance stated in the Schedule or any period of continuous Insurance prior to inception of the Period of Insurance stated in the Schedule placed under A member of Liberty Mutual Insurance Europe Limited.

Injury and Damage caused by Pollution Contamination which arises out of a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance shall be deemed by the Underwriters for the purposes of this Certificate to have been caused at the time such Event takes place All Events agreed by the Underwriters to have happened during the Period of Insurance stated in the Schedule in respect of Pollution Contamination shall not exceed the limit of liability specified in the Schedule for Public Liability in the aggregate in respect of the period of insurance inclusive of Legal Costs

5. Data Protection Act

The Underwriters will indemnify the Insured and if the Insured so requests any director or partner of the Insured or Employee against legal liability arising under Sections 22 and 23 of the Data Protection Act 1984 as amended 1998 or any subsequent amending legislation For the purposes of this Extension damage and or distress within the meaning of such Act shall be deemed to be Injury

Provided that the Insured

- a. is registered in accordance with the terms of such Act or has applied for registration which has not been refused or withdrawn
- b. has taken all reasonable care to comply with the requirements of such Act

This Extension will not apply to

- a. the costs of replacing reinstating rectifying or erasing data
- b. legal liability arising from or caused by any deliberate act or omission of the Insured or any person entitled to indemnity if the result thereof could reasonably have been expected by the Insured or such other person having regard to the nature and circumstances of such act or omission
- c. the payment of fines or penalties
- d. claims arising out of circumstances notified to previous insurers or known to the Insured at the inception of this Certificate
- e. legal liability in respect of which indemnity is provided by any other insurance

6. Circuit Hire Contingent Liability

The Underwriters 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

7. 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

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

Section 3

Products Liability

Cover and Jurisdiction

The Underwriters will indemnify the Insured and any Additional 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
 happening during the Period of Insurance and caused by any Product
2. in respect of Legal Costs incurred with the written consent of the Underwriters 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 Underwriters 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 Underwriters 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 Underwriters 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 Underwriters 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 claim

and

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

the liability of the Underwriters 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

3. Pollution Contamination

directly or indirectly caused by arising from or in connection with Pollution Contamination

Extensions to Section 3

1. Consumer Protection Act Legal Defence Costs

The Underwriters will indemnify the Insured and if the Insured so requests any Person Employed or any director or partner of the Insured in respect of Legal Costs incurred with the written consent of the Underwriters in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of Part II of the Consumer Protection Act 1987

This extension will not apply

- a. to fines or penalties of any kind
- b. to proceedings consequent upon any deliberate act or omission by
 - i. the Insured
 - ii. any partner or director of the Insured
- c. where indemnity is provided by any other insurance

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

Subject to the terms of Underwriters written consent and Underwriters control the Underwriters will indemnify the Insured and if the Insured so requests any Person Employed or director or partner of the Insured in respect of Legal Costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Applicable Legislation provided that the proceedings relate to an offence alleged to have been committed during the Period of Insurance in the course of the Business

This Extension will not apply

- a. to fines or penalties of any kind
- b. to proceedings consequent upon any deliberate act or omission by
 - i. the Insured
 - ii. any partner or director of the Insured

which could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of such act or omission

- c. where indemnity is provided by any other Insurance

For the purposes of this Extension Applicable Legislation shall mean

- i. the Health & Safety at Work etc Act 1974
- iii. the Health & Safety at Work Northern Ireland Order 1978

or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man

2. Compensation For Court Attendance

If at the request of the Underwriters 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 Underwriters 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

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

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. Punitive and Exemplary Damages

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

3. Fines Liquidated Damages Penalty Clauses & Performance Warranties

for fines liquidated damages clauses penalty clauses or performance warranties

4. 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

5. Excess

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

6. 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 harrasment 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

7. 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

8. Defamation

in respect of any form of defamation

9. 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

10. Terrorism

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

11. Asbestos

directly or indirectly 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

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 precedent to any liability of the Underwriters 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 Underwriters all sums paid under Section 1 of this Certificate which the Underwriters would not have been liable to pay but for the provisions of such legislation.

2. Payment of Premium

No indemnity is provided by this Certificate until premium has been paid to and received by or on behalf of Underwriters hereon.

3. Reasonable Precautions

The Insured shall as a condition precedent 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

4. Claims Procedures and Control

As a condition or precedent to liability the Insured shall give written notice to Liberty Mutual Insurance Europe Limited as soon as reasonably practicable of any occurrence circumstances which may give rise to a claim regardless of the Excess which shall include any accident at work which results in three or more days absence for any Person Employed.

Every letter claim writ summons and process in connection with such occurrence circumstances shall be forwarded to the Underwriters as soon as reasonably practicable.

The Insured shall give written notice to the Underwriters immediately the Insured shall have knowledge of any prosecution inquiry inquest in connection with any occurrence circumstances which may give rise to liability under this Certificate.

No admission offer promise payment Legal Cost or indemnity shall be made or given by or on behalf of the Insured without the Underwriters written consent.

The Underwriters shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for their own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such information and assistance as the Underwriters may require.

5. Discharge of Liability

In respect of any claim against the Insured to which a Limit of Liability applies the Underwriters may at any time pay the amount of such Limit after deduction of any sums already paid or incurred or any less amount for which at the absolute discretion of the Underwriters such claim can be settled. The Underwriters will then relinquish control of the said claim and be under no further liability in respect thereof except for Legal Costs for which the Underwriters may be responsible prior to the date of such payment unless the Limit of Liability is inclusive of Legal Costs.

6. Alteration of Risk

If at any time

- a. any change is made in the description of the Business
- b. anything shall occur materially varying the information supplied to the Underwriters at the time this insurance was effected

the Insured shall give written notice to the Underwriters as soon as reasonably practical from the time of the Insured's knowledge of a. and or b. above

The Underwriters reserve the right to amend the terms of this Certificate at the time of such notification

7. Fraud

If the Insured shall make any claim knowing the same to be false or fraudulent this insurance shall become void and all benefit hereunder shall be forfeited

8. Adjustment of Premium

If the Premium is based on declarations provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall at any time allow the Underwriters to inspect such record

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 shall be governed by and construed in accordance with the laws of the United Kingdom unless otherwise agreed by the Underwriters. In the event of any dispute concerning the interpretation of this Certificate both the Insured and the Underwriters agree to submit to the jurisdiction of any court of competent jurisdiction within the United Kingdom 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.

11. Cancellation

The Underwriters may cancel this Certificate by sending thirty days written notice by Recorded Delivery letter to the Insured at the Insured's last known address and in such event the Insured will be entitled to a refund of a proportionate part of the premium corresponding to the not expired Period of Insurance stated in the Schedule

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

SCHEDULE

Certificate Numbers: **LOAANOFO002 / S1450925**

Issuing Office: Lockton Companies LLP

Wording: Combined Liability Insurance Certificate

Insured: **Motocross Challenge Project**

Insured's Address: Abbey Manor House
Abbey Road
DOVER
Kent
CT15 7DQ

Business Description: Coaching / Training Activities for Motorcross

Period of Insurance: **From 15th June 2014 to 14th June 2015 (both dates inclusive)**

Section 1 Employers Liability

Limits:	£10000000	but £ 5,000,000 in respect of Injury arising from Terrorism As defined in the Certificate
Premium:	£50.00	

Section 2 Public Liability

Limits:	£10000000	As defined in the Certificate
Excess:	£500	each and every Event including Costs and Expenses in respect of Injury and Third Party Property Damage
Premium:	£500.00	

Section 3 Product Liability

Premium: **£ 550.00**

Insurance Premium Tax: **£ 33.00**

Total Premium Due: **£ 583.00**

The following endorsements or memoranda have been applied:

Dated in London: 13th June 2014

**Signed on behalf of
the Underwriters:** Authorised Signatory



