DUOSEG®
CONSULTORES DE SEGUROS

1715
MEU

Policy No. / UMR:	B1715FFMDP000126
Named Insured:	Federação de Motociclismo de Portugal (FMP)
Type/Interest:	Public and Products Liability Insurance
Period of Insurance:	20th March 2026 to 19th March 2027

Miller Europe SRL est une société à responsabilité limitée de droit belge (a limited liability company incorporated in Belgium); IT Tower, 480 Avenue Louise, 1050 Bruxelles, Belgique, BCE / Inscription FSMA 0708.954.984 (RPM Bruxelles); IBAN: BE46949007962036. Authorised by the Belgian Financial Services and Markets Authority. Miller Europe SRL London branch is registered in England and Wales; Registered Number: BR021148; Registered Office: 70 Mark Lane, London, EC3R 7NQ. Authorised and regulated by the Financial Conduct Authority. Firm Reference Number (FRN) 973247. For further authorisation and regulatory details about all of our Miller legal entities operating in your country, please refer to the Miller website - www.miller-insurance.com/Who-we-are/Regulatory-matters

Risk Details / Schedule

Type: Public and Products Liability Insurance

Named Insured: Federação de Motociclismo de Portugal (FMP)

Additional Insured: As follows:

- Fédération Internationale de Motocyclisme Europe (FIM Europe)
- Real Federação de Motociclismo de Espanha (RFME)
- DORNA WSBK ORGANIZATION SRL
- DWW or any company belonging to the Dorna Group, Promotor Special Events Worldwide, S.L. Fontetes, S.L. and all participants in the organization and development of each Event including, but not limited to riders, teams, officials, technical officials, service companies and/or different sponsors
- The Medical Team and the Clinica Mobile
- Infront Moto Racing (IMR). This Third Party Liability Insurance (TPLI) must cover the persons, the material goods, the competitors, FIM, its National Federation, its officials, the international jury, FIM Race Director, IMR employees, IMR sponsors, goods and all other persons and material taking part in the organisation of the event, against all risks (including but not limited to death of or injury to any person or loss or damage to any person suffered as result of the riding or pushing of a motorcycle, this whether the same be caused or contributed to by the negligence of any person or by breach of contract or by any other act or omission on the part of the competitors, FIM, its National Federation, its officials, the international jury, FIM Race Director, IMR employees, IMR sponsors and all other persons taking part in the organisation of the event, for the whole duration of each event in the amount of not less than EUR 2,500,000 per occurrence (including but not limited to death of or injury to any person or asset)
- Motor Presse Stuttgart
- Prime Stadium
- Águeda Action Club – ACTIB
- Associação Natureza Extreme
- Automóvel Clube de Portugal (ACP)
- Escuderia de Castelo Branco
- Moto Clube Foz do Lima
- Motor Clube do Estoril (MCE)
- Natureza Alternativa – Associação Cultural e Desportiva
- Sociedade Artistica Reguenguense
- FMP (Federação Motociclismo Portugal)
- ACR Fernão Joanes
- Enjoy & Fun
- Extreme Lagares

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

Address: Largo Vitorino Damásio, n.º 3 C, Pavilhão 1,
1200 – 872ORT,
Lisboa,
Portugal
NIF 50280208

Period of Insurance: From: 20th March 2026
To: 19th March 2027
Both days inclusive, Local Standard Time at address of the **Named Insured**

Interest: The company will indemnify the insured against Legal Liability to pay compensation and claimants costs and expenses in respect of Accidental Personal Injury or **Property Damage** occurring within the **Territorial Limits** during the **Period of the Insurance** in connection with the **business.**

Business: International Motorcycling Governing Body and Federation, responsible for administrating, organising, and conducting/hosting the listed FIM championship rounds stated herein, including but not limited to any other incidental activities associated to running of these events

Limit of Indemnity: Any one event up to EUR 10,000,000 any one **occurrence** as more specifically detailed in the schedule of events detailed below:

Public Liability:	EUR 10,000,000 any one **occurrence** during the **Period of Insurance**
Products Liability:	EUR 10,000,000 any one **occurrence** and in aggregate during the **Period of Insurance**

Date	Event
To be confirmed	To be confirmed
To be confirmed	To be confirmed
Cover 7 days in advance and after	

Any one event up to EUR 6,000,000 any one **occurrence** as more specifically detailed in the schedule of events detailed below:

Public Liability:	EUR 6,000,000 any one **occurrence** during the **Period of Insurance**
Products Liability:	EUR 6,000,000 any one **occurrence** and in aggregate during the **Period of Insurance**

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

Limit of Indemnity:
(Continued)

Date	Event
28th April 2026 to 4th May 2026	FIM Hard Enduro World Championship / Extreme Lagares
9th to 15th June 2026	FIM Moto3 World Championship / Motor Clube do Estoril (MCE)
6th to 12th October 2026	FIM Superbike World Championship / Motor Clube do Estoril (MCE)
Cover 7 days in advance and after	

Any one event up to EUR 2,500,000 any one occurrence as more specifically detailed in the schedule of events detailed below:

Date	Event
24th to 29th June 2026	FIM Motocross World Championship / Águeda Action Club (ACTIB)
7th to 19th October 2026	FIM International Six Days of Enduro (FIM Enduro of Nations) / Enjoy & Fun
Cover 7 days in advance and after	

Public Liability: EUR 2,500,000 any one **occurrence** during the **Period of Insurance**

Products Liability: EUR 2,500,000 any one **occurrence** and in aggregate during the **Period of Insurance**

Any one event up to EUR 350,000 any one occurrence as more specifically detailed in the schedule of events detailed below:

Date	Event
9th to 13th April 2026	FIM Bajas World Cup / Escuderia de Castelo Branco
20th to 25th May 2026	European Motocross Championship / ACR Fernão Joanes
10th to 22nd June 2026	FIM Enduro World Championship / Natureza Alternativa, Associação Cultural e Desportiva
17th to 22nd June 2026	ESBK (Campeonato de Espanha de Velocidade) / Motor Clube do Estoril (MCE)
16th to 21st September 2026	European Bajas Championship / Sociedade Artística Reguenguense, Motorismo
Cover 7 days in advance and after	

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

Limit of Indemnity: (Continued)	Public Liability:	EUR 350,000 any one **occurrence** during the **Period of Insurance**
	Products Liability:	EUR 350,000 any one **occurrence** and in aggregate during the **Period of Insurance**
Deductible/ Excess / Maximum Aggregate Contribution:	EUR 1,000 each and every occurrence	
Territorial Limits:	Portugal	
Retroactive Date:	20th March 2026	
Conditions:	As defined in the AGCS Motorsport policy wording Section 6 No cover given for member to member accidents or injury. Sanctions Limitation and Exclusion Clause as detailed in the attached wording Cancellation as detailed in the attached wording *Communicable Disease Exclusions Clause as attached* *Cyber Exclusion Clause as attached* Legislation and Regulation Amendment Clause, as attached Acceptance of Limiting Clauses, as attached Acceptance/ Receipt of Pre Contractual Information, as attached Contract Amendatory Endorsement as attached Choice of Law and Jurisdiction Endorsement. as attached Language Declaration Clause as attached	
Claims Notification:	Duoseg Consultores de Seguros Rua Francisco Stromp, Lt B4-Bl.A-Lj2, Lisboa, 1600-464 For onward transmission to: Miller Europe SRL (London Branch) 70 Mark Lane EC3R 7NQ England Email: SECA.claims@miller-insurance.com Tel: 0207 488 2345	
Notices:	Data Protection Notice – LSW1896 Applicable to all Insurers other than Lloyd's Insurance Company – as attached Complaints Notice, as detailed in the attached wording	

Choice of Law and Jurisdiction:

Any dispute concerning the interpretation of the terms, conditions, limitations and exclusions contained herein is understood and agreed by both the Assured and the Underwriters to be subject to Portuguese Law. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within Portugal 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. This clause overrides any reference to the Law & Jurisdiction clause contained within the policy wording attached

Taxes Payable by Insured and administered by Insurer(s):

None Applicable

Taxes Payable by Insurer and administered by the Insured or their Agent:

None Applicable

Recording, Transmitting and Storing Information:

Miller Europe SRL will maintain risk and claim data, information and documents which may be held on paper or electronically.

Insurer Contract Documentation:

This document details the contract terms entered into by the insurer(s) and constitutes the contract document.

Any further documentation changing this contract agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

Notice of Cancellation Provisions (Authority Provisions):

Where (re)insurers have the right to give notice of cancellation, in accordance with the provisions of the contract, then

To the extent provided by the contract, the Slip Leader is authorised to issue such notice on behalf of all participating (re)insurers; and (optionally)

Any (re)insurer may issue such notice in respect of its own participation.

Policy Wording

ALLIANZ MOTORSPORT INSURANCE POLICY WORDING (SECTION 6 ONLY)

GENERAL DEFINITIONS APPLYING TO THIS POLICY

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

Additional definitions are stated in the Section Wordings.

Additional Insureds means

a. any **Principal** for whom the Insured is carrying out work, productions and/or services Insured under this Policy and which are under contract or agreement against liability arising out of the performance of such work by the **Named Insured** and in respect of which the **Named Insured** is legally liable and would have been entitled to indemnity under this Policy if the **Claim** had been made against the **Named Insured** but only to the extent required by the terms and conditions of such contract.

b. if the **Named Insured** so requests any partner director or **Employee** of the **Named Insured** against liability incurred in such capacity and in respect of which the **Named Insured** would have been entitled to indemnity under this Policy if the **Claim** had been made against the **Named Insured** as though each partner director or **Employee** was individually named as the Insured in this Policy and provided that no indemnity will be provided to any medical or dental practitioner while working in a professional capacity as such a practitioner

c. if the **Named Insured** so requests any officer or committee member or other member of the **Named Insured**'s canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity

d. the personal representatives of any party constituting the **Named Insured** or any Additional Insured against legal liability in respect of which such party would have been indemnified under this Policy

e. if the **Named Insured** so requests, any third party but only in respect of **Claims** directly and solely caused by actions of the **Named Insured** and only in respect of work, productions and/or services Insured under this Policy which are under contract or agreement against liability arising out of the performance of such work by the **Named Insured** and in respect of which the **Named Insured** is legally liable and would have been entitled to indemnity under this Policy if the **Claim** had been made against the Named Inured but only to the extent required by the terms and conditions of such contract.

Claim(s) means

a written demand to the **Named Insured** by a person or organisation for compensation damages money or services in respect of any matter which may be the subject of indemnity under this Policy and shall include the notification to the **Named Insured** in writing of any circumstance which may be the subject of indemnity under this Policy.

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

Computer Virus means

a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to “trojan horses“, “worms“ and “time or logic bombs“.

Consequential Loss means

loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises solely in consequence of Damage.

Damage means

sudden accidental direct physical loss or destruction of or damage to the Property Insured.

Electronic Data means

facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and such facts concepts and information shall include programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Employee means

a. any person under a contract of service or apprenticeship with the **Named Insured**

b. any of the following persons whilst working for the **Named Insured** in connection with the Business

   i. any labour master or labour only subcontractor or person supplied by him

   ii. any self-employed person

   iii. any person who is borrowed by or hired to the **Named Insured** including persons on secondment from overseas countries

   iv. any trainee or person undergoing work experience

   v. prospective **Employees** being assessed by the **Named Insured** as to their suitability for employment

   vi. any voluntary helper.

Named Insured means

the **Named Insured** as stated in the Policy Schedule and the Additional Insured**s**

Maximum Aggregate Contribution means

the maximum amount to be borne by the Insured during any **Period of Insurance** in respect of those Excesses to which it is specified in the Policy Schedule that the **Maximum Aggregate Contribution** for the relevant Section applies.

North America means

the United States of America its territories and possessions Puerto Rico and Canada

Occurrence means

any one **Occurrence** or all **Occurrence**s of a series consequent on or attributable to one source or original cause

Offshore Installation means

a. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation

b. any installation in the sea or tidal waters which is intended for the storage or recovery of gas

c. any pipe or system of pipes in or under the sea or tidal waters

d. any wind energy installation in the sea or tidal waters

e. any installation in the sea or tidal waters which is intended to provide accommodation for persons who work on at or from the locations specified in Definition a. b. c. or d. above

Offshore Operations means

a. the ownership or operation of

b. travel (from the time of embarkation onto any vessel or aircraft for conveyance to an **Offshore Installation** until disembarkation onto land upon return from such **Offshore Installation**) to or from

c. work or attendance on any **Offshore Installation**.

Pollution and Contamination means

a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b. any **Occurrence** directly or indirectly caused by or arising out of such pollution or contamination.

Principal means

any party (other than a director partner or **Employee** of the **Named Insured**) with whom the **Named Insured** has entered into a contract in the course of the Business

Products means

any goods or other property (including containers, packaging, instructions for use and labels) sold supplied manufactured constructed processed delivered installed erected repaired altered handled stored transported treated or tested by the **Named Insured** in connection with the Business and not in the Insured's charge or control.

Property Damage means

physical loss or physical destruction of or physical damage to material property other than **Electronic Data**

Unoccupied means

Any premises owned leased rented occupied or controlled by the **Named Insured** that is empty or not in use for a period of 30 days or more

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

EXTENSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

All extensions are subject to the terms conditions and exclusions of this Policy.

Capital Additions and New Acquisitions

The insurance includes in so far as the same are not otherwise Insured:

a. any newly acquired Premises or newly erected buildings, machinery and plant at existing Premises including any premises of any newly acquired subsidiaries of the Insured provided that such subsidiaries undertake business of a substantially similar nature to the Business of the Insured; and
b. alterations, additions and improvements to buildings, machinery and plant but not any appreciation in value

Provided that

1. the Company's liability shall not exceed the Sublimit as stated within this Policy;
2. this extension shall not apply to any Property Insured in any territory not previously declared to and agreed by the Company; and
3. the Insured undertakes to give particulars as soon as practicable but in any case within three months of the date of commencement of the Company's liability and before the expiry of the Period of Insurance and to pay an additional premium on demand.

PUBLIC AND PRODUCTS LIABILITY SECTION

DEFINITIONS APPLICABLE ONLY TO SECTION 6 - PUBLIC AND PRODUCTS LIABILITY

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears in this Section only.

Additional definitions are stated elsewhere in General Definitions Applying to This Policy.

Business means

that which is specified in the Policy Schedule in respect of operations of the **Named Insured** conducted at or from premises in territories advised to the Company and shall include:

i. the provision and management of catering social sports welfare childcare theatrical and related facilities including galas for the benefit of **Employees**
ii. the provision of fire first aid medical ambulance and security services
iii. private work carried out by an **Employee** for a director or partner or **Employee** of the **Named Insured**
iv. the ownership maintenance repair and occupation of premises or facilities
v. attendance at or participation in trade fairs shows and exhibitions by any **Employee** or director in connection with their employment
vi. provision of sponsorship
vii. repair or servicing of motor vehicles including race preparations, tuning and maintenance.

Excess means

the first part of all

a. compensation and Claimant costs and expenses

b. Other Costs and Expenses

c. Legal Defence Costs

d. Court Attendance Compensation

payable in respect of each and every **Occurrence** to be borne by the Insured before the Company shall be liable to make any payment.

Fungi means

any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or by **Products** produced or released by fungi.

Other Costs and Expenses means

reasonable costs and expenses incurred by the Company or with its written consent

a. in connection with the defence of any **Claim**
b. for representation of the Insured at any coroner's inquest or fatal accident inquiry in respect of death which may be the subject of indemnity under this Policy.

Personal Injury means

a. bodily injury death disease illness and/or medically recognised psychiatric injury
b. invasion of the right of privacy wrongful arrest false imprisonment wrongful eviction or malicious prosecution

Silica means

silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

Silica-related Dust means

a mixture or combination of Silica and other dust or particles.

Territorial Limits means

anywhere in the world.

Terrorism means

a. an act, or acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear
b. any preparation towards or any action taken in controlling, preventing, suppressing or in any way relating to any such act

If the Company allege that by reason of this Definition any particular act (or acts) constitutes Terrorism the burden of proving the contrary shall be upon the Insured.

COVERS PROVIDED BY SECTION 6 - PUBLIC AND PRODUCTS LIABILITY

Public and Products Liability

The Company will indemnify the Insured against legal liability to pay compensation and **Claim**ants costs and expenses in respect of accidental

a. Personal Injury
b. Property Damage
c. nuisance trespass to land or interference with any easement right of air light water or way occurring within the Territorial Limits during the Period of Insurance in connection with the Business.

Other Costs and Expenses

In addition the Company will pay Other Costs and Expenses.

LIMITS OF INDEMNITY APPLYING TO SECTION 6 - PUBLIC AND PRODUCTS LIABILITY

The Company's Liability

The Company's liability for all compensation payable in respect of

a. any one **Occurrence**
b. all Personal Injury and **Property Damage** occurring during any one Period of Insurance and caused by or arising from **Products**
c. all Pollution and Contamination which is deemed to have occurred in any one Period of Insurance shall not exceed the Limit of Indemnity shown in the Policy Schedule.

North American Costs

In respect of all

a. **Claims** made against the Insured in **North America**
b. suits brought against the Insured before any court arbitrator or tribunal in **North America**

the Limit of Indemnity shall be inclusive of the amount of all compensation **Claim**ants costs and expenses and Other Costs and Expenses

Extensions and Memoranda

The Company's liability (as stated above) shall include any amount payable under any Extension or Memorandum

EXTENSIONS APPLYING TO SECTION 6 - PUBLIC AND PRODUCTS LIABILITY

Court Attendance Payment

If during the Period of Insurance any partner director or **Employee** of the **Named Insured** is required to attend court as a witness at the request of the Company in connection with a **Claim** which is the subject of indemnity under this Section the Company will pay the following amount to the **Named Insured** for each day that attendance is required:

a.	any director or partner	GBP 750
b.	any **Employee**	GBP 250

Data Protection

The Company will indemnify the **Named Insured** and at the request of the **Named Insured** any partner director or **Employee** of the **Named Insured** against all sums which the **Named Insured** or any partner director or **Employee** of the **Named Insured** become(s) legally liable to pay as compensation for damage or distress resulting from failure of the **Named Insured** to comply with data protection legislation, caused in connection with the Business and in respect of which a **Claim** is first made against the **Named Insured** and notified to the Company during the Period of Insurance.

Provided that:

i. the **Named Insured** is a registered user in accordance with the terms of such legislation
ii. the **Named Insured** is not in business as a data processing bureau
iii. the **Claimant**
    a. is the subject of personal data held by the **Named Insured**
    b. suffers damage or distress caused by inaccuracy loss unauthorised destruction or disclosure of or access to the data.

The Company's liability for all compensation **Claimants**' costs and expenses and Other Costs and Expenses under this Extension in respect of all **Claims** occurring during any one Period of Insurance shall not exceed GBP500,000.

The Company will not pay for

a. any damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
b. any damage or distress caused by any act of fraud or dishonesty
c. the costs and expenses of rectifying rewriting or erasing data
d. liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
e. compensation ordered or awarded by a court of criminal jurisdiction
f. liability arising outside Great Britain Northern Ireland, The Isle of Man and the Channel Islands
g. liability for damage or distress sustained by any **Employee**
h. loss relating to unencrypted data away from the **Named Insured**'s premises
i. defamation
j. liability arising from any **Claim**, failure or breach

    a. notified to any prior insurance policy
    b. of which the Insured was aware prior to the Period of Insurance

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

Defective Premises Act

The Company will indemnify the **Named Insured** in the terms of this Section in respect of legal liability incurred under section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 for Personal Injury or **Property Damage** occurring during the Period of Insurance in connection with premises which the **Named Insured** previously owned or occupied for the purposes of the Business.

Provided that:

i. cover is in respect of premises in Great Britain or Northern Ireland.
ii. the indemnity will not apply where indemnity is provided by any other insurance.
iii. the indemnity will not apply to costs of remedying any defect or alleged defect in such premises.

Driver and Passenger Indemnity

In respect of liability arising out of any mechanically propelled vehicle or trailer attached thereto belonging to or hired by or in the **Named Insured's** custody or control, the Company will indemnify:

a) any person driving or using such vehicle with the **Named Insured's** permission
b) any passenger whilst in, mounting or dismounting from such vehicle as though each such party was individually named as the **Named Insured** provided that:
    i. The Company shall not be liable if any such party is entitled to indemnity under any other policy
    ii. The **Named Insured** would have been entitled to Indemnity under this Section if the claim had been made against the **Named Insured**
    iii. each party shall be subject to the terms of this Policy in so far as they can apply
    iv. The Company's liability (otherwise than in respect of Additional Costs and Expenses) to the **Named Insured** or each **Named Insured** and all other parties indemnified shall not exceed in the aggregate the Limit of Indemnity.
    v. The Driver is not involved in any racing, qualifying, time trials, testing, warm up or competitive driving events track days or sessions

For the purpose of this Extension the Definition of The Business is extended to include:

a) the business of the driver or user of such vehicle
b) the driving or use of such vehicle for social domestic and pleasure purposes.

Indemnities to Additional Insureds

the Company will indemnify any Additional Insured**s** provided that

a. each Additional Insured shall observe fulfil and be subject to the terms and conditions of this Policy insofar as they can apply
b. the Company's liability to the **Named Insured** and all **Additional Insureds** shall not exceed in total the Limit of Indemnity specified in the Policy Schedule
c. such **Additional Insureds** are not entitled to indemnity under any other policy for any **Claim** in respect of which indemnity may be provided under this Policy
d. such **Additional Insureds** are not entitled to indemnity under this Policy in respect of **Claims** arising out of actions of work, productions and/or services which are not Insured under this Policy,
e. such **Additional Insureds** are not entitled to indemnity under this Policy in respect of **Claims** arising out of their own actions.

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

Joint Insured - cross liabilities

If more than one party is named as the Insured this Policy shall apply as though each was Insured separately, provided that the Company's liabilities to all parties indemnified shall not exceed in the aggregate the Limit of Indemnity shown in the Policy Schedule.

Legal Defence Costs

The Company will indemnify the **Named Insured** and if the **Named Insured** so requests any partner director or **Employee** of the **Named Insured** in the terms of this Extension in respect of

a. reasonable costs and expenses incurred with the Company's written consent
b. costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of

i. any breach of any statutory duty resulting in Personal Injury or **Property Damage**
ii. any offence under the provisions of

   a. any common or statute law for manslaughter including but not limited to the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and / or subsequent legislation
   b. the Health and Safety at Work etc. Act 1974 and associated regulations and any amending and/ or subsequent legislation or the Health and Safety at Work (Northern Ireland) Order 1978 and associated regulations and any amending and / or subsequent legislation
   c. Part II of the Consumer Protection Act 1987
   d. Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 or Article(s) 6, 7, 13 and/or 14 of the Food Safety (Northern Ireland) Order 1991committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

i. the Company shall not be liable for costs and expenses arising in connection with proceedings which relate solely to the health safety welfare or death of any **Employee**
ii. the Company shall not be liable for costs and expenses arising in connection with proceedings in which the Company has no interest of its own, or no longer has any interest of its own, under some other part of this Policy, other than this Extension. For the purpose of this Proviso only, interest means a direct or indirect financial interest in the outcome of the proceedings to which the interest relates
iii. the Company shall be entitled (but not required) to assume the absolute conduct and control of all the said proceedings and appeals
iv. all costs and expenses payable under this Extension shall be subject to the Limit of Indemnity under this Section as shown in the Policy Schedule. In respect of this Extension the Limit of Indemnity shall be
v. this Section shall not apply to

   a. any costs expenses or reimbursements arising in connection with any order made under sections 16,17 or 35 of the Consumer Protection Act 1987.
   b. costs or expenses Insured by any other policy
   c. costs of investigation or enquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this Extension applies
   d. proceedings brought in any country other than Great Britain Northern Ireland the Channel Islands and the Isle of Man

e. any remedial or publicity orders made under the Corporate Manslaughter and Corporate Homicide Act 2007
f. compensation ordered or awarded by a court of criminal jurisdiction
g. proceedings consequent upon any deliberate act or omission by

i. the Insured
ii. any partner or director of the Insured
iii. any **Employee** with any specific responsibility for compliance with the legislation or law specified in this Extension

which could reasonably have been expected to constitute a breach of or an offence under the legislation or law specified in this Extension

Loss of Use

Cover will apply for the **Named Insured's** legal liability for any consequential loss arising from the loss of use following damage to any customers motor vehicle, whilst temporarily in the **Named Insured's** custody control or both, arising from its servicing repair or preparation.

Provided that

a. repairs or replacement of the vehicle is undertaken as quickly as possible
b. The Company's liability is limited to GBP50,000 for any one loss.

The Company will not make any payment under this extension for

i. any reduction in value
ii. any fines or penalties
iii. liability arising from any agreement or contract, unless liability would have existed otherwise.

Malpractice Liability

The Company will indemnify the **Named Insured** to cover the legal liability of the **Named Insured** arising out of malpractice, error, omission or mistake committed at an event the **Named Insured** agrees to allow to take place at the **Named Insured's** premises, unless otherwise excluded in connection with

a. the rendering of or failing to render medical service or treatment or;
b. the furnishing or dispensing of drugs or medical supplies or appliances or the failure to furnish or dispense medical supplies or appliances.

The above includes the legal liability of any of the **Named Insured**'s employees or officials whose duties include the rendering of first aid the provision of medical nursing services or any combination thereof.

The indemnity afforded by this Extension shall only apply to claims made against the **Named Insured** and notified to the Company during the Period of Insurance.

The Company shall not be liable if any such party is entitled to indemnity under any other policy.

Motor Contingent Liability

The Company will indemnify the **Named Insured** in respect of liability for Personal Injury or **Property Damage** occurring during the Period of Insurance and arising out of the use in connection with the Business of any vehicle not owned provided by or being driven by the **Named Insured** but this Section shall not apply to any such liability

a. excluded under the Vehicles and Craft Exclusion, paragraph a.i.
b. in respect of loss of or damage to the said vehicle
c. arising out of any such use in any country outside the United Kingdom or the European Union
d. incurred by any party other than the **Named Insured** (and this Extension shall not cover any Additional Insureds).
e. arising out of any driving involving racing, qualifying, time trials, testing, warm up or competitive driving events track days or sessions

For the purpose of this Extension Exclusion Injury to **Employees** shall not apply

Failure To Perform/Professional Indemnity

The Company will Indemnify the **Named Insured** for Damage bodily injury death or disease directly or indirectly occurring during the Period of Insurance as a result of breach of professional duty by reason of any negligent act error or omission committed by the Named Insured or provided by the **Named Insured** to perform its intended function in connection with the Business provided always that no indemnity is provided to the **Named Insured** in respect of financial loss which is not accompanied by bodily injury death or disease or loss of or damage to tangible property or any combination thereof.

The indemnity afforded by this Extension shall only apply to claims made against the Named Insured and notified to the Company during the Period of Insurance.

No Indemnity shall be provided in respect of activities commenced by or on behalf of the **Named Insured** prior to the Retroactive Date shown on the Schedule.

The Companies maximum liability shall not exceed GBP1,000,000 in the aggregate during the Period of Insurance inclusive of all costs and expenses.

The Retroactive Date of this extension and applicable deductible is stated in the Schedule

Servicing Indemnity

The Company will indemnify the **Named Insured** against legal liability for **Damages** and claimant's costs and expenses in respect of Accidental Bodily Injury and Accidental **Damage** to Property occurring during the Period of Insurance within the Territorial Limits and in connection with the Business and arising out of:

1. the sale or supply of new or used **Race Vehicles** including manufacturer's pre-delivery checks and other work carried out prior to sale or supply and the fitting of additional accessories;
2. the sale or supply of other Motor Products;
3. the repair, testing, servicing, maintenance, alteration, cleaning, race preparation or inspection of Motor Vehicles.

Cover under this Extension of the **Policy** will apply only for Legal Liability resulting directly from such work.

Overseas Personal Cover

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of

a. any partner director or **Employee** of the **Named Insured**
b. any spouse or child accompanying such partner director or **Employee** of the **Named Insured**

normally resident in, but in the course of any journey or temporary visit outside, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man made in connection with the Business.

EXCLUSIONS APPLYING TO SECTION 6 - PUBLIC AND PRODUCTS LIABILITY

Advice and Design

This Section does not cover legal liability consequent upon advice design specification or certification provided or performed for a fee or in circumstances where a fee would usually be charged by or on behalf of the ***Named Insured*** *and not connected with* ***Products***

Asbestos

This Section does not cover any liability directly or indirectly caused by or arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or material or ***Products*** *containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability*

Provided that

a. *in respect of liability for* ***Property Damage****, only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing*
b. *in respect of liability for Personal Injury, only that part of any such Injury which is directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing*

proviso a. and b. shall not apply to, and no indemnity shall be provided for, any ***Claim*** *made or suit brought against the Insured before any court arbitrator or tribunal in* ***North America*** *resulting from asbestos in any form*

Contract Works and JCT Clause 6.5.1

This Section does not cover liability

a. *in respect of* ***Property Damage*** *to, or nuisance trespass to land or interference with any easement, right of air light water or way occurring in connection with, any property or premises comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured or*

b. *against which the Insured or a* ***Principal*** *is required to effect insurance under the terms of Clause 6.5.1 of the J.C.T. Conditions of Contract, 2005 clauses 18.2 to 18.3 of the FIDIC Conditions of Contract 1999 or of any other contract condition requiring insurance of a like kind.*

Damage to goods supplied etc.

This Section does not cover liability in respect of

a. *loss of damage to reduction in value of or refund for* ***Products***

b. *all costs of or arising from the need for making good removal repair rectification alteration reconditioning replacement reinstatement reduction in value or recall of or making a refund in respect of*

   i. any such ***Products***

   ii. any defective work executed by or on behalf of the Insured.

Provided that paragraph a. and b.i. above shall not apply to liability in respect of loss of or damage to the said

Products *if such loss or damage is caused by or arises from*

1. *any alteration repair servicing work or race preparation or tuning work*
2. *any other* ***Products*** *sold supplied delivered installed or erected by the* ***Named Insured*** *under a separate contract.*

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

Excess Clause

This Section does not cover the amount of the Excess specified in the Policy Schedule, but not exceeding the ***Maximum Aggregate Contribution*** *as specified in the Policy Schedule*

Injury to Employees

This Section does not cover liability in respect of Personal Injury to any ***Employee*** *arising out of and in the course of the employment or engagement of such person by the Insured*

North America

This Section does not cover liability arising in ***North America*** *directly or indirectly caused by or arising from:*

a. *the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any Fungi or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such Personal Injury or* ***Property Damage****.*
Provided that this Exclusion does not apply to any Fungi or bacteria that are, are on, or are contained in, a good or product intended for consumption.

b *the actual, alleged, threatened or suspected inhalation of, or ingestion of, Silica or Silica-related Dust.*

Offshore Operations

This Section does not cover any liability in respect of Offshore Operations

Penalties Liquidated and Punitive damages

This Section does not cover any liability in respect of

a. *fines penalties or liquidated damages*
b. *punitive exemplary restitutionary or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages*
c. *compensation ordered or awarded by any court of criminal jurisdiction*

Personal Injury Offences

This section does not cover any liability in respect of

a. *libel, slander or defamation of character, injurious falsehood,*
b. *invasion of privacy, breach of confidentiality, unlawful interference with a contract, intimidation, interference with trade by unlawful means, conspiracy to cause damage whether by lawful or unlawful means,*
c. *infringement of copyright, infringement of design right whether registered or unregistered, infringement of patent, infringement of trade mark, passing off or any other infringement of intellectual property right or plagiarism or groundless threats of infringement proceedings pursuant to Section 70 of the Patents Act 1977 or Section 20 of the Trade Marks Act 1994 or any succeeding legislation thereto or any enactment of similar effect.*

Pollution

This Section does not cover any liability in respect of

a. *Pollution and Contamination occurring in* ***North America***
b. *Pollution and Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.*

All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Products

In respect of Personal Injury or ***Property Damage*** *caused by or arising from* ***Products*** *this Section shall not apply to:*

a. *any liability which attaches to the Insured solely under the terms of an agreement other than*
   i. *under any warranty of goods implied by law*
   ii. *under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Personal Injury or loss of or damage to material property caused by* ***Products*** *entrusted to such carrier for transit by road rail or waterway.*
b. *any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft*

Property in Insured's charge or control

This Section does not cover any liability in respect of loss of or damage to any property belonging to or in the charge or control of the Insured other than

a. *personal effects or vehicles of any partner director or* ***Employee*** *of or visitor to the Insured*
b. *premises (and their contents) not belonging leased rented or hired to the Insured but temporarily in the Insured's charge for the purpose of carrying out work*
c. *premises (including their fixtures and fittings) leased rented or hired to the Insured but this Section shall not apply to liability attaching to the Insured solely under the terms of any tenancy or other agreement*

Racing Indemnity

This section does not cover any Liability in respect of loss or damage to any property belonging to or in the charge or control of the ***Named Insured*** *or to any loss or damage to property of any third party or injury to any third party piloting a vehicle whilst being operated for the purposes of competitive motorsports including but not limited to racing, qualifying, time trials, testing, warm up or competitive driving events track days or sessions*

Radioactive Contamination

This Section does not cover liability in respect of

a. loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
b. any legal liability of whatsoever nature
c. any Personal Injury

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

i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Vehicles and craft

This Section does not cover any liability arising out of the ownership possession or use by or on behalf of the Insured of

a. any mechanically propelled vehicle or trailer attached thereto
    i. whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation excepting liability arising out of the operation (as a tool) of any mechanical plant
    ii. if such liability is Insured by any other policy as required by any road traffic legislation to be subject of compulsory insurance or other security

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

b. *any vessel or craft designed to travel in on or through water air or space other than waterborne vessels or craft that are*

   i. *hand-propelled; or*

   ii. *not owned operated or navigated by the Insured but used by the Insured for entertainment in the course of their Business; or*

   iii. *being loaded or unloaded by the Insured in the course of their Business; or*

   iv. *not more than twenty (20) metres in length (other than power boats used for racing and vessels and craft designed to travel under water); or*

   v. *barges not exceeding seventy five (75) tons capacity whilst operating exclusively in inland or coastal waters of Great Britain Northern Ireland the Channel Islands or the Isle of Man.*

War

This Section does not cover liability in respect of any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

Workers Compensation

This Section does not cover any obligation of the Insured under a workers compensation, disability benefits or unemployment compensation law or any similar law

Reasonable Precautions

This Section does not cover liability in respect of any failure by the Insured to take all reasonable

a. *precautions to prevent, or cease any activity which may give rise to a liability; and*

b. *steps to observe and comply with all statutory or local authority laws obligations and requirements*

GENERAL EXCLUSIONS (APPLICABLE TO THE WHOLE POLICY)

This Policy does not cover:

War

*any **Damage** or **Consequential Loss** occasioned by or through or in consequence, directly or indirectly, of any of the following **Occurrence**s, namely: -*

a. *War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not civil war.*
b. *Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation, expropriation, deprivation requisition seizure of or damage to property by or under the order of any Government or public or local authority.*

Northern Ireland

***Damage** or **Consequential Loss** in Northern Ireland occasioned by or happening through*

a. *civil commotion*
b. *any unlawful wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.*

For the purpose of this exclusion

'unlawful association' means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or successors thereof

'terrorism' means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Exclusion any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

Radioactive Contamination And Nuclear Risks

1. *loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:*
   a. *ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclearwaste or from the combustion of nuclear fuel;*
   b. *the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;*
   c. *any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;*
   d. *the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.*

2. *Any Property*
   a. *on the site of a nuclear power station or consisting of Nuclear Reactors, reactor buildings or plant and equipment therein*
   b. *on any site (including but not limited to the sites referred to in A. above) used or having been used for the Production Use or Storage of Nuclear Material.*

Definitions:

"Nuclear Material" means:-

(i) *Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and*

*(ii) Radioactive **Products** or Waste.*

*"Radioactive **Products** or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.*

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

Marine

Loss destruction or damage to property which at the time of the happening of such damage is Insured by or would but for the existence of this Policy be Insured by any marine policy or policies including the risks of loading or unloading from any vessel, railway wagon or conveyance at the Insured's Premises.

Delay Or Loss Of Market

Damage or consequential loss caused by delay or loss of market.

Sonic Bangs

Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Electronic Data

loss, damage, destruction, distortion, erasure, corruption or alteration of ***Electronic Data*** *from any cause whatsoever (including but not limited to* ***Computer Virus****) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.*

However:

this exclusion does not apply to loss of or damage to ***Electronic Data*** *proximately caused by an Insured loss of or damage to the Property Insured;*
in the event that a peril listed below results from any of the matters described above in this Exclusion, this Policy, subject to all its terms, conditions and exclusions, will cover Damage occurring during the Period of Insurance to property Insured by this Policy directly caused by such listed peril.

Listed Perils: Fire, Explosion.

Mould Fungi And Microorganisms

any loss destruction damage cost or expense directly or indirectly arising out of or relating to

(1) mould mildew fungus or spores of any type nature or description, including but not limited to yeast, rust, smut, mycotoxins, odours or any other substances, ***Products*** *or by****Products*** *produced by, released by, or arising out of the current or past presence of such mould mildew or spores*

or

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

(2) Microorganisms Unless

(i) directly caused by Damage to Property Insured during the Period of Insurance by a ***Specified Event*** *and*

(ii) the existence and cost of the loss destruction damage cost or expense is reported to the Company as soon as practicable but no later than 6 months after the ***Specified Event*** *first caused any loss destruction or damage to such Property Insured during the Period of Insurance. This Policy does not insure any such loss destruction or damage first reported to the Company after that 6 month period*

Definition: Microorganism shall mean any organism too small to be seen by the unaided human eye, including but not limited to bacteria, archaea, eukaryota, viruses and prions.

Sanctions And Embargoes

The Company shall not be deemed to provide cover and the Company shall not be liable to pay any ***Claim*** *or provide any benefit hereunder to the extent that the provision of such cover, payment of such* ***Claim*** *or provision of such benefit 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, United States of America and/or any other applicable national economic or trade sanction law or regulations.*

GENERAL CONDITIONS (APPLICABLE TO THE WHOLE POLICY UNLESS STATED TO THE CONTRARY)

The Insurance

The Schedule, General Definitions, General Provisions, General Exclusions and General Conditions shall be read together as one contract.

Reasonable Precautions

The Insured shall take all reasonable precautions to prevent DAMAGE and shall take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

Alterations in Risk

It shall be a condition to any liability of the Company to make any payment under this Policy that if at any time anything shall occur or be done materially affecting the risk Insured the Insured shall give notice in writing to the Company as soon as reasonably practicable.

Arbitration

All disputes which may arise under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy shall be referred to arbitration.

The arbitration shall be conducted in accordance with the Rules of the London Court of International Arbitration and the place of arbitration shall be London. The language of the arbitration shall be English.

The arbitral tribunal shall consist of three arbitrators. One shall be appointed by the Company, one shall be appointed by the **Named Insured**, and once those two arbitrators shall have been appointed they shall jointly appoint a third arbitrator as chairman of the arbitral tribunal. The Company or the **Named Insured** shall be entitled in the event of any dispute arising to call upon the other to nominate an arbitrator pursuant to the provisions of this clause and if either party shall fail to so nominate a party arbitrator within 30 days of receiving a notice to do so the party not in default shall be entitled to request the President of the Law Society for the time being (“the Appointer”) to appoint a party arbitrator on behalf of the party in default. The Appointer shall also appoint the third arbitrator as chairman in default of appointment by the party appointed arbitrators within 28 days after their respective appointments.

Cancellation

This Policy may be cancelled by the Company sending 30 days notice to the Insured at the Insured's last known address. Provided the premium has been paid in full, the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period of insurance. For cancellation following default in payment of the premium or any agreed instalment, the period of notice may be reduced to 7 days.

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

Claims Settlement

Each of the Additional Insured**s** and the Policyholder accepts and agrees that:

the Policyholder shall have the sole right to make a **Claim** hereunder (whether on its own behalf or on behalf of an Additional Insured) and it shall be a condition to any liability of the Company under this Policy that the Policyholder and not an Additional Insured shall have made any such **Claim**; and
the Company shall be under no obligation (save where requested by the Policyholder) to make any payment to any Additional Insured and shall unless otherwise requested by the Policyholder make payment of all losses Insured hereunder to the Policyholder and such payment shall constitute a full and complete release and discharge of the Company's liabilities in respect of all and any such loss whether suffered directly by the Policyholder or not.

Claims – Action By The Insured

1. In the event of **Damage** the Insured shall
   a. notify the Company as soon as reasonably practicable
   b. notify the Police Authority as soon as it becomes evident that any **Damage** has been caused by theft or malicious persons
   c. carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage**
   d. deliver to the Company at the Insured's own expense:

full information in writing of the property suffering **Damage** and the amount of the **Damage**; and details of any other insurances on the property Insured by this Policy within 30 days after such **Damage** (7 days in the case of **Damage** caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow; and all such proofs and information relating to the **Claim** as may be reasonably required; and if demanded, a statutory declaration of the truth of the **Claim** and of any matters connected with it

2. In the event of any Damage or Consequential Loss in consequence of which a Claim is or may be made under Section 2 of this Policy the Insured shall
   a. notify the Company as soon as reasonably practicable;
   b. deliver to the Company at the Insured's expense within 7 days of its happening full details of any **Damage** caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons; and
   c. carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the **Damage** or **Consequential Loss**
3. In the event of any **Claim** or any **Occurrence** or circumstance which may give rise to a **Claim** under this Policy, and again upon receipt by the Named Insured in writing of any notice of any **Claim** or legal proceeding, the **Named Insured** shall:
   a. notify the Company in writing as soon as reasonably possible, with full particulars.
   b. make no admission of liability or offer promise of payment without the Company's written consent.
   c. inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document unanswered.
   d. retain unaltered and unrepaired anything in any way connected with any Injury or Personal Injury or **Property Damage** for as long as the Company may reasonably require.
   e. produce to the Company at the **Named Insured's** expense such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the Claim.

4. In the event of a **Claim** being made under Section 2 of this Policy the Insured at their own expense shall:

   a. deliver to the Company in writing particulars of their Claim together with details of all other insurances covering property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting consequential loss, not later than 30 days after the expiry of the Indemnity Period or within such further time as the Company may allow

   b. deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying a Claim together with, if demanded, a statutory declaration of the truth of the Claim and of any matters connected with it.

5. In addition, in the event of any loss, destruction damage or consequential loss in consequence of which a **Claim** is or may be made under any section of this Policy the Insured shall
   a. notify the Company immediately on being advised of any prosecution, inquest or enquiry connected with any loss destruction damage or consequential loss which may form the subject of a Claim under this insurance
   b. retain unaltered and unrepaired anything in any way connected with the loss destruction damage or consequential loss for as long as the Company may reasonably require
   c. when required by the Company furnish with all reasonable despatch at their expense such further particulars and information as the Company may require
   d. allow the Company in the name of and on behalf of the Insured to take over and, during such periods as it thinks proper, to have the absolute conduct and control of, all negotiations and proceedings which may arise in respect of any Claim and the settlement thereof and the Insured shall give the Company all necessary assistance for that purpose.

No Claim under this Policy shall be payable unless the terms of this Condition have been complied with and any payment on account of the Claim already made shall be repaid to the Company.

Subrogation

Any Claimant under this Policy shall at the request and expense of the Company take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company.

The Company's rights following a Claim

On the happening of **Damage** or consequential loss in respect of which a Claim is made the Company and any person authorised by the Company may without incurring any liability or diminishing any of the Company's rights under this Policy, enter take or keep possession of the Premises where such **Damage** has occurred and take possession of or require to be delivered to the Company any property Insured and deal with such property for all reasonable purposes and in any reasonable manner. No Claim under this Policy shall be payable unless the terms of this Condition have been complied with.

No property may be abandoned to the Company whether taken possession of by the Company or not.

Reinstatement

If the Company elects or becomes bound to reinstate or replace any property the Insured shall at the expense of the Insured produce and give to the Company all such plans, documents, books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items Insured more than the limit of liability thereon.

Non Invalidation

This Insurance shall not be invalidated by any act or omission or by any alterations in respect of any portion of any Premises not occupied by the Insured, whether constituting an increase in risk or not, unknown to or beyond the control of the Insured, provided that the Insured immediately when they become aware thereof shall give notice to the Company and pay an additional premium if required.

Choice Of Law and Jurisdiction

Unless otherwise agreed in writing by the Insured and the Company it is expressly agreed that the Insured and the Company have freely elected that

a. this Policy shall be construed solely in accordance with the Law of England and Wales and
b. shall be subject to the exclusive jurisdiction of the courts of England and Wales in relation to all and any disputes or differences which shall arise in relation to this Policy or any liability under this Policy.

Unoccupancy

While any of the Premises covered by this Policy are **unoccupied**, they shall be inspected at least once in every 7 days by a responsible adult on behalf of the **Named Insured**. Any defects revealed by such inspections shall be remedied without delay

Furthermore notice in writing is to be given to the Company as soon as reasonably practicable by the **Named Insured** upon their knowledge that any buildings have become **unoccupied** or when an **unoccupied** building or portion thereof is again occupied and a suitable additional premium shall be paid by the **Named Insured** if required.

Contracts (Rights Of Third Parties) Act 1999

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

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

Seventy Two Hour Clause

All loss, destruction or damage:

a. caused by all earthquake shocks arising out of a single seismic disturbance and occurring within a period of seventy two consecutive hours; or
b. caused by storm damage arising out of a single atmospheric disturbance and occurring within a period of seventy two consecutive hours; or
c. caused by inundation from the sea or the rising, overflowing or breaking of boundaries of any lake, pond, reservoir, river, stream or other body of water, all whether or not driven by wind, and occurring within a period of seventy two consecutive hours;

shall be deemed to have been caused by a single **Occurrence**.

Should any time period referred to above commence prior to and extend beyond the expiry date of this Policy the Company shall pay all such losses occurring during such period as if such period fell entirely within the term of this Policy.

The Insured shall choose the point at which the time period shall commence.

The Company shall not be liable however for any loss commencing either before the effective date and time or after the expiry date and time of this Policy.

Tax Liability

If, in the event of a **Claim** being payable under this Policy, the **Claims** payment shall be treated as income by any tax authority, the amount payable under this Policy shall be increased in such a way that the Insured shall receive after taxation the amount originally due provided that the aggregated liability of the Company in respect of all such additional payments shall not exceed the Sublimit stated in the Schedule.

Currency

Any loss, will if legally possible be paid in the same currency in which the premium has been paid. If for any legal reason a loss which has occurred outside of the United Kingdom has to be paid in United Kingdom Sterling, the local currency will be converted into United Kingdom Sterling at the rate of exchange as published by the Financial Times, London at the date of the settlement of the loss.

Local Taxes

Stamp duties, taxes, policy fees or similar charges are payable in addition to the insurance premiums where applicable.

Warranties

Every warranty to which this Policy or any item of this Policy is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty to the extent that it increases the risk of **Damage** or **Consequential Loss** shall be a bar to any **Claim** in respect of such **Damage** or **Consequential Loss** provided that whenever this Policy is renewed a **Claim** in respect of **Damage** or **Consequential Loss** occurring during the Period of Insurance shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

Jurisdiction

Strictly subject to the arbitration provisions in this Policy the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales, and each undertakes to the other that it shall not commence proceedings under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy in any other jurisdiction.

Other Insurances

The Company will not indemnify the Insured in respect of liability which is Insured by or would but for the existence of this Policy be Insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

Policy Construction

a. Unless otherwise expressly agreed in writing this Policy shall be governed by and construed in accordance with the law of England and Wales
b. The headings and titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation
c. In this Policy references to any statute or regulation shall be to that statute or regulation as amended or re-enacted from time to time.

Premium Adjustments

If any part of the premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall supply such particulars as the Company may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by the Company subject to any minimum premium that may apply. At the request of the Company the Insured shall supply an auditor's certificate in support of such particulars.

If the Insured fails to supply such particulars within the period stated the Company shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

Rights of the Company

a. The Company shall be entitled at their discretion (but not required) to take over and conduct in the name of the Insured the defence or settlement of any **Claim** and to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of any Personal Injury **Property Damage** or other legal liability to which this Policy applies and the Insured shall give all information and assistance required.
b. the Company may at any time pay the Limit of Indemnity (less any sums already paid as compensation) or any lesser amount for which at the absolute discretion of the Company the **Claims** arising out of any **Occurrence** can be settled. The Company will then relinquish control of such **Claims** and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.

Margin (Processing Of Additional And/Or Return Premiums)

A

1. Any additional or return premium arising under the Policy amounting to more than 10% of the premium charged at the start of the Period of Insurance will be charged or refunded as appropriate at the time of adjustment.
2. All other additional and return premiums arising during the Period of Insurance will be totalled at the end of the Period of Insurance and the net amount will then be charged or refunded as appropriate.

However, if that net amount is no more than GBP2500 or 2.5% of the premium charged at the start of the relevant Period of Insurance (whichever is greater) ('the threshold amount'), then no premium will be charged or refunded.

If the net amount is more than the threshold amount, the full net amount will be charged or refunded.

B

This clause will not apply to any premium adjustment which has to be made to comply with any local regulation or the rules of any compulsory reinsurance pool, scheme, or tariff (including but not limited to terrorism if covered by this Policy).

C

Nothing in this clause will affect any credit terms which may apply.

Subrogation Waiver

In the event of a **Claim** arising under this Policy, the Company agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against:

a. any Company standing in a relation of Parent to Subsidiary (or Subsidiary to Parent) to the Insured
b. any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary

in each case within the meaning of the Companies Act or Companies (N.I.) Order or equivalent legislation, as appropriate, current at the time of the DAMAGE.

Tenants

The Insurance by this Policy shall not be prejudiced by any act or omission unknown to or beyond the control of the Insured on the part of a tenant occupying or using the Premises whether constituting an increase in risk or not provided that when the Insured becomes aware of such alteration the Insured shall immediately give notice in writing to the Company and pay any additional premium as the Company may require.

Sanctions

The Company shall not be deemed to provide cover and shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit 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, United Kingdom or United States of America

Internal Complaints Procedure

At Allianz Global Corporate & Specialty we are committed to providing our customers with the highest possible level of service. We realise, however, that things can go wrong and you may feel we have not provided the service you expect.

Our internal complaints procedure is designed to resolve problems promptly and fairly.

What you need to do
You should first contact the intermediary who arranged your insurance. If they are unable to resolve your complaint, you can write to us or telephone your usual contact at:

Allianz Global Corporate & Specialty SE
Allianz House
60 Gracechurch Street
London
EC3V 0HR
Tel: 020 3451 3000

When you contact us please give us a name and contact number and quote your policy and/or **Claim** number. Please explain clearly and concisely the reason for your complaint.

ENDORSEMENTS

COMMUNICABLE DISEASE EXCLUSION CLAUSE

This insurance does not apply to:

Communicable Disease

I. It is understood and agreed that this policy does not cover any loss caused directly or indirectly, contributed to by or attributable to a Communicable Disease or fear or threat of a Communicable Disease.

Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

CYBER EXCLUSION CLAUSE

Cyber Liability

I. Exclusion

The insurance provided by this policy does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising directly or indirectly out of, or in any way related to any cyber event.

II. New Definition

A. Cyber Event means any:

1. *Damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of data. Data includes but is not limited to, personal information in any form;*

2. *Loss, theft or unauthorized disclosure of personal information (personal data) or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing);*

3. *Unauthorized access to or use of any personal information (personal data) or confidential information other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) occurring in the company's computer system;*

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

4. Non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;

5. Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the company's computer system;
and/or

6. Breach of laws and regulations pertaining to privacy and resulting from items 1., 2., 3., 4., and 5., above.

B. Company's computer system means a computer system leased, owned or operated by or which is made available or accessible to the insured company for the purpose of storing and processing the insured company's electronic data or software.

Subject otherwise to the terms and conditions of the Policy

LEGISLATION AND REGULATION AMENDMENT CLAUSE

It is hereby noted and agreed that wherever UK legislation and regulation appears in the wording it is deemed to read as the Portuguese legislation and regulation equivalent.

ACCEPTANCE OF LIMITING CLAUSES

Clauses that may be deemed to restrict the Insured's rights have been especially highlighted in italics. The Policyholder/Insured states by means of his/her signature, that he/she has examined and understood the aforementioned highlighted clauses and agrees to abide by each one of them.

THE POLICYHOLDER

ACCEPTANCE / RECEIPT OF PRE CONTRACTUAL INFORMATION

The Policyholder/Insured states by means of his/her signature, that he/she has received and examined and understood the Premium Conditions and agrees to abide by each one of them.

CONTRACT AMENDATORY ENDORSEMENT

It is hereby noted and agreed that any reference to GBP contained within the wording should more correctly read:

GBP or the equivalent in local currency

CHOICE OF LAW AND JURISDICTION ENDORSEMENT

It is hereby noted and agreed that the Choice of Law and Jurisdiction contained within the wording is deleted and replaced as follows:

Unless otherwise agreed in writing by the Insured and the Company it is expressly agreed that the Insured and the Company have freely elected that

a. this Policy shall be construed solely in accordance with the Law of Portugal and
b. shall be subject to the exclusive jurisdiction of the courts of Portugal in relation to all and any disputes or differences which shall arise in relation to this Policy or any liability under this Policy.

GENERAL CONDITIONS ENDORSEMENT IN RESPECT OF ARBITRATION CLAUSE

It is hereby noted and agreed that the following Arbitration Clause is deleted from the wording:

Arbitration

All disputes which may arise under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy shall be referred to arbitration.

The arbitration shall be conducted in accordance with the Rules of the London Court of International Arbitration and the place of arbitration shall be London. The language of the arbitration shall be English.

The arbitral tribunal shall consist of three arbitrators. One shall be appointed by the Company, one shall be appointed by the **Named Insured**, and once those two arbitrators shall have been appointed they shall jointly appoint a third arbitrator as chairman of the arbitral tribunal. The Company or the **Named Insured** shall be entitled in the event of any dispute arising to call upon the other to nominate an arbitrator pursuant to the provisions of this clause and if either party shall fail to so nominate a party arbitrator within 30 days of receiving a notice to do so the party not in default shall be entitled to request the President of the Law Society for the time being ("the Appointer") to appoint a party arbitrator on behalf of the party in default. The Appointer shall also appoint the third arbitrator as chairman in default of appointment by the party appointed arbitrators within 28 days after their respective appointments.

OVERSEAS PERSONAL COVER WORDING AMENDMENT ENDORSEMENT

It is hereby noted and agreed that the Overseas Personal Cover clause detailed in the wording should more correctly read:

Overseas Personal Cover

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of

a. any partner director or **Employee** of the **Named Insured**
b. any spouse or child accompanying such partner director or **Employee** of the **Named Insured**

normally resident in, but in the course of any journey or temporary visit outside, Portugal made in connection with the Business.

TAX LIABILITY WORDING ENDORSEMENT

It is hereby noted and agreed that any reference to Sub – Limits detailed in the policy wording and below are amended to read not applicable and are therefore not to deemed to be noted in the Schedule:

If, in the event of a Claim being payable under this Policy, the Claims payment shall be treated as income by any tax authority, the amount payable under this Policy shall be increased in such a way that the Insured shall receive after taxation the amount originally due provided that the aggregated liability of the Company in respect of all such additional payments shall not exceed the Sublimit stated in the Schedule.

POLICY CONSTRUCTION ENDORSEMENT

It is hereby noted and agreed that the policy construction definition detailed in the wording is deleted and replaced as follows:

a. Unless otherwise expressly agreed in writing this Policy shall be governed by and construed in accordance with the law of Portugal
b. The headings and titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation
c. In this Policy references to any statute or regulation shall be to that statute or regulation as amended or re-enacted from time to time.

DIFFERENCE IN CONDITIONS / DIFFERENCE IN LIMITS

It is hereby understood and agreed that the coverage afforded under all sections of this policy shall automatically extend to and include coverage on a Difference in Conditions basis, subject to the following special provisions:

a. In the event that the Named insured under this policy maintains insurance and that insurance specifically provides coverage for a loss, which is not specifically covered under this policy, this policy shall so extend and provided coverage for such loss subject to terms and conditions of such other policy (Una Seguros Event Liability and Non-Event Liability Policies as held by the Company), and extend to the limits of coverage provided by such other policy if these are in excess to those provided under this policy.
b. However, if a coverage option or section or limit has been declined by the Named Insured and therefore is not part of their current policy, no such coverage will be provided by this endorsement.
c. The policy provided by the Named Insured must have been in effect and in good standing with the issuing insurance carrier:
   1. at the time this Agreement was executed; and,
   2. prior to any loss

JURISDICTION ENDORSEMENT

It is hereby noted and agreed that the jurisdiction contained within the wording is deleted and replaced as follows:

Strictly subject to the arbitration provisions in this Policy the parties hereby submit to the exclusive jurisdiction of the courts of Portugal, and each undertakes to the other that it shall not commence proceedings under out of in connection with or in relation to this Policy or to its existence validity or termination or to the determination of the amount or any amounts payable under this Policy in any other jurisdiction.

LANGUAGE DECLARATION CLAUSE

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.

All other terms and conditions remain unchanged

Information

As agreed by Insurers and held on file by Miller Europe SRL.

Security Details

LMA3333

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Order Hereon: 100% of 100%

Basis of Written Lines: Percentage of Whole

Signing Provisions: In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the (re)insured may elect for the disproportionate signing of (re)insurers' lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of (re)insurance, and that lines written "to stand" may be not varied with the documented agreement of those reinsurers

MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;

b. a unique authorisation provided via a secure electronic trading platform

c. a timed and dated authorisation provided via an electronic message/system;

d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;

e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;
The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original

IF PLACED VIA PPL THIS BOX WILL NOT BE SIGNED
L/UWR

Written Lines:

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

As shown below and, where placed electronically either wholly or in part via Placing Platform Limited (PPL), in the PPL Security Details

SIGNED LINE %	

Policy Number: (UMR) B1715FFMDP000126

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1715FFMDP000126

Date contract printed to PDF: 10:44 27 February 2026

SIGNED UNDERWRITERS

Allianz Global Corporate and Specialty SE **Slip Leader**



LIRMA **XIS A0900**

100%
Written

D	E	T	0	0	2	5	1	0	2	6	0			

100%
Signed

07:44 27 February 2026
Allianz Global Corporate and Specialty SE, XIS A0900. All premiums settled to Allianz Global Corporate & Specialty - UK Branch
Simon Rosum
Bound