

Wwoof Personal Accident & Personal Liability insurance scheme

MASTER POLICY SCHEDULE

This Master Policy B0524CSPXXX61618 is underwritten by certain underwriters at Lloyd's.

Master Policy Number	B0524CSPXXX61618
Policy Number	PJH/ANT/FOWO18
Insured	The Federation of Wwoof Organisations (FoWO)
Business of Insured	Members only organisation (World Wide Opportunities on Organic Farms)
Registered Address	PO Box 2154, Winslow, Buckinghamshire MK18 3WS United Kingdom
Wwoof Host Location	A host member of a National Wwoof organisation that is in membership of the FoWO Personal Accident and Personal Liability insurance scheme.
Insured Persons	Members of Wwoof who have paid their membership fee during the Period of Insurance who are volunteering at a Wwoof Host Location . This policy does not provide cover for an Insured Person who has reached the age of 75 years at the start of the Operative Time.

Period of Insurance

Policy Effective Date	1st April 2018
Policy Expiry Date	31st October 2019
Operative Time	Any stay at a Wwoof Host Location which commences during the Period of Insurance . The Underwriters will not pay any claim sustained during a journey in excess of 12 calendar months duration.

Cover Limits

7 - Personal Accident	€25,000 maximum per Insured Person during the Period of Insurance
8 - Personal Liability	€1,250,000 maximum per Insured Person
Aggregate Limit of Liability	The maximum total payable by Underwriters under Section 7 from any single event will be €2,500,000.

Area of Cover

Worldwide but *excluding* Afghanistan, Chechnya, Cuba, Iraq, Israel (West Bank, Gaza and the Occupied Territories), United States of America or a country, specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel.

Important Telephone Numbers

To make a claim call: **+44 (0) 207 959 1900** or email **info@antaresunderwriting.com** for a claim form.

Scheme Administrator: P J Hayman & Company Ltd Registered Office: Stansted House, Rowlands Castle, Hampshire PO9 6DX. Registered in England No: 2534965
P J Hayman & Company Ltd are authorised and regulated by the Financial Conduct Authority.

Underwritten by: Antares - Syndicate 1274 at Lloyd's Registered Office: 21 Lime Street, London EC3M 7HB.
Antares is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

POLICY WORDING

This Policy is a contract between the **Insured** (named in the **Schedule**) and **Underwriters**.

Provided the premium specified has been paid in the required manner the **Underwriters** will provide the insurance specified in this Policy and **Schedule** and any attached endorsements during the **Period of Insurance**.

All information supplied to the **Underwriters** and their representatives by or on behalf of the **Insured** is deemed to be incorporated in and shall form the basis of this Policy.

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Section 1 – Disputes and Complaints

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

If **You** have any questions or concerns about the insurance **You** should, in the first instance, contact **Your** Scheme Administrator P J Hayman & Company on:

+44 (0) 2392 419 861.

If **You** have any questions or concerns about the handling of a claim please contact:

Antares Managing Agency Limited, Compliance Department

21 Lime Street, London EC3M 7HB

Telephone: **020 7959 1900**

Email: **Compliance2@antaresunderwriting.com**

In the event **You** remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for **You** to refer that matter to the Complaints team at Lloyd's. Their address is:

Complaints

Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN

Tel No: **020 7327 5693**

Fax No: **020 7327 5225**

E-mail: **complaints@lloyds.com**

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at **www.lloyds.com/complaints** and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

You can find more information on the FOS at **www.financial-ombudsman.org.uk**

The contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123** (charged at the same rate as 01 and 02 numbers on mobile phone tariffs).

Email **complaint.info@financial-ombudsman.org.uk**

Following the complaints procedure with the FOS does not affect **Your** rights to take legal action.

Further details will be provided at the appropriate stage of the complaints process.

Section 3 – General Conditions

1. Usual Country of Domicile

For **Insured Person(s)** not domiciled in the **United Kingdom** any reference to the **United Kingdom** shall mean an **Insured Person's** usual country of domicile.

2. Observance – Failure to Comply with Policy Conditions

Liability of **Underwriters** to make any payment under this Policy is conditional on the **Insured Person** observing all terms, provisions, conditions and endorsements of this Policy. Where the **Insured Person** does not comply with any obligation specified in this Policy, this may prejudice any claim.

3. Information and changes We need to know about

The **Insured** must take reasonable care to provide complete and accurate answers to the questions **We** ask when taking out, making changes to, and renewing the policy. The **Insured** must tell **Us** as soon as possible about any changes in the information provided to **Us** which happens before or during any **Period of Insurance**. When **We** are notified of a change, **We** will tell the broker/agent if this affects **Your** Policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to the **Insured's** Policy. If the **Insured** does not inform **Us** about a change it may affect any claim made or could result in the insurance being invalid.

If the information provided by the **Insured** is not complete and accurate:

- **We** may cancel the policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

4. Claims Procedure

In the event of a claim or any occurrence likely to give rise to a claim under this Policy, the **Insured** must ensure that notice is given to the **Claims Handlers** in writing as soon as reasonably possible after the date of the occurrence and in any event within 90 days. Such notice shall include full particulars of the occurrence.

The **Claims Handlers** can be contacted via the following methods:

- By post: Antares Managing Agency Limited, 21 Lime Street, London EC3M 7HB
- By phone: **+44 (0) 207 959 1900**
- By e-mail: **info@antaresunderwriting.com**

In the event **You** need to make a claim **You** must provide evidence that **You** were a member of a national WWOOF organisation at the time the event leading to the claim occurred.

5. Claims Co-operation

The **Insured** and **Insured Person** must provide assistance and co-operate with the **Claims Handlers** or their representatives, in obtaining any other records the **Claims Handlers** deem necessary to evaluate the incident or claim. The **Claims Handlers** will not be liable to pay any claim unless the **Insured** and/or an **Insured Person** co-operates with the **Claims Handlers** and/or their representatives in the investigation of the claim.

6. Applicable Law and Jurisdiction

This Policy, any endorsements, the **Schedule** and the **Evidence of Insurance** shall be governed by and construed in accordance with the law of England and Wales and the **Insured** and **Insured Persons** and **Underwriters** irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute which may arise out of or in connection with this Policy or any claim.

7. Premium Adjustment

If the premium is calculated on a declaration basis the **Insured** must within one (1) month of the expiry of this Policy provide the premium adjustment information required by the **Underwriters**.

8. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

The **Insured** and the **Underwriters** do not intend any third parties to this contract to have the right to enforce the terms of this contract. Only the **Insured** and the **Underwriters** can enforce the terms of this contract. The **Insured** and the **Underwriters** can vary or rescind the contract without the consent of any third party to this contract who may assert they have rights under this Contracts (Rights of Third Parties) Act 1999.

Section 2 – Financial Services Compensation Scheme

Underwriters are covered by the Financial Services Compensation Scheme. The **Insured** or **Insured Person** may be entitled to compensation from the scheme if an **Underwriter** is unable to meet its obligations under this contract. If the **Insured** or **Insured Person** were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about the scheme is available from the Financial Services Compensation Scheme at the below address or on their website: **www.fscs.org.uk**

10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

9. Access to Additional Materials

The **Insured** and/or **Insured Person** must provide **Us**, or **Our** designated representatives, all information, documentations, medical information that may be reasonably required at reasonable times during the term of this Policy, or until resolution of all claims, whichever is later.

10. Right to Medical Records and Medical Examination

Following notice of a claim, an **Insured Person** must provide, when requested, the authorisations necessary to obtain their medical records. **Claims Handlers** have the right to have an **Insured Person** examined by a physician or vocational expert of their choice, and at their expense, when and as often as they may reasonably request.

11. Fraudulent Claims

If any claim submitted under this Policy by the **Insured** or an **Insured Person** or by any person acting on behalf of the **Insured** or an **Insured Person** shall in any respect be false or fraudulent, the **Underwriters** will not be liable in respect of such claim and the **Insured** or **Insured Person** must pay back any benefit that has already been paid. If this happens the **Insured** will not be entitled to any refund of premium.

12. Other Insurance

Underwriters will not pay any indemnity claim if any loss, damage payment, or liability under this Policy is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurances had this Policy not been effected.

13. Interest

No sum payable under this Policy shall carry interest.

14. Limitation

In the event of a claim the maximum amount that will be paid will not exceed the largest sum insured stated in the **Schedule**.

If the aggregate amount of all sums payable under this Policy exceeds the **Aggregate Limit of Liability**, the benefits payable to each **Insured Person** will be proportionally reduced until the total of all benefits payable is equal to the **Aggregate Limit of Liability**.

The **Underwriters** will not pay any claim sustained during a journey in excess of 12 calendar months duration.

15. Cancellation

The **Underwriters** may cancel this Policy or any cover by giving 60 days written notice to the **Insured** at their last known address. In such event the premium for the period up to the date when the cancellation takes effect shall be calculated and the **Underwriters** shall return any unearned portion of the premium paid.

The **Insured** can cancel this Policy by giving 30 days written notice to:
P J Hayman & Company Limited, Stansted House, Rowlands Castle PO9 6DX

If this happens, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention of one half of the premium or €1,000, whichever is the lesser.

An **Insured Person** has no rights of cancellation under this Policy.

16. Privacy Notice

Who We are

We are the Lloyd's underwriter(s) in **Our** function as Data Controller.

Basic information

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations. This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law. **We** will never sell any personal information **You** provide **Us**.

Other people's details You provide to Us

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice(s), which is available online on **Our** website or in other formats on request.

Website: www.antaresunderwriting.com

Contact details

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s), please contact **Us** at:

Antares Managing Agency Ltd

Post: Data Protection Officer, 21 Lime Street, London EC3M 7HB

Email: Compliance2@antaresunderwriting.com

Phone: +44 (0) 20 7959 1900

17. Several Liability Clause

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 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 Policy. 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.

18. Sanctions, Export and Exchange Control Clause

Underwriters will not provide cover and will not be liable to pay any claims or provide any benefit to the extent that the provision of cover, payment of claim or provision of benefit would expose **Underwriters** 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.

Section 4 – General Exclusions

The **Underwriters** will not pay any claim directly or indirectly caused or contributed to by:

1. **War.**
2. ionising **Radiation** or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
3. radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. **Utilisation of Nuclear, Chemical or Biological weapons of mass destruction** however these may be distributed or combined.
5. travelling to any countries specified in the **Schedule** and **Evidence of Insurance**.
6. an **Insured Person** flying, except as a passenger in an aircraft licensed to carry passengers.
7. an **Insured Person** attempting to commit or committing intentional self-injury or suicide.
8. any criminal or illegal act by the **Insured** or **Insured Person**.
9. an **Insured Person** participating in professional sports.
10. deliberate exposure to exceptional danger (other than in an attempt to save human life).
11. operational duties as a member of the Armed Forces.
12. an **Insured Person** after the expiry of the **Period of Insurance** during which that **Insured Person** reaches age 75 years.
13. an **Insured Person** travelling to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel.
14. any travel to Cuba.

Section 5 – General Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy, **Schedule**, memorandum or endorsements and are shown in bold italic print.

1. **Child or Children**

A dependent child up to the age of 18 years or up to the age of 23 years if in full time education.

2. **Claims Handlers**
Representatives of the **Underwriters**, as detailed in the **Schedule** and **Evidence of Insurance**, who are appointed to manage and settle claims under this Insurance on their behalf.
3. **Evidence of Insurance**
The document showing details of the cover provided to the **Insured Person**.
4. **Ill or Illness**
An illness or disease that manifests itself during a qualifying **Operative Time**.
5. **Injury**
A bodily injury resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause which occurs at an identifiable time and place.
6. **Insured**
The Federation of WWOOF Organisations (FoWO).
7. **Insured Person/You/Your**
A member of WWOOF who has paid their membership fee for the **Period of Insurance** and who are volunteering at a **WWOOF Host Location**.
8. **Operative Time**
The extent, nature and period of cover noted on the **Schedule** and Operative Time Description during which the **Insured** is covered by the terms and conditions of this Policy and the **Schedules**.
9. **Period of Insurance**
The period shown in the **Schedule** and **Evidence of Insurance**.
10. **Permanent Total Disablement**
Total Disablement caused other than by **Loss of Limb or Limbs** or **Loss of Sight**, which prevents the **Insured Person** from engaging totally in their usual occupation for a period of 12 consecutive months, and at the end of that period being without prospect of improvement.
11. **Radiation**
The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death, amongst people or animals.
12. **Schedule**
The document showing details of the cover held by The Federation of WWOOF Organisations (FoWO) on behalf of the **Insured Person**.
13. **Terrorist Activity**
An act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. **Terrorist Activity** can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
14. **Underwriters/We/Us/Our**
Antares Managing Agency Limited, as managing agent for Antares Syndicate 1274 at Lloyd's.
15. **United Kingdom**
England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
16. **Utilisation of Biological weapons of mass destruction**
The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.
17. **Utilisation of Chemical weapons of mass destruction**
The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

18. **Utilisation of Nuclear weapons of mass destruction**
The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
19. **War**
Any activity arising out of or attempt to participate in the use of military force between nations and will include:
 - 19.1 Hostilities or warlike operations (whether war be declared or not).
 - 19.2 Invasion, civil war, rebellion, insurrection, revolution.
 - 19.3 Act of an enemy foreign to the nationality of the **Insured Person** or the country in, or over, which the act occurs.
 - 19.4 Civil commotion assuming the proportions of, or amounting to, an uprising.
 - 19.5 Overthrow of the legally constituted government.
 - 19.6 Military or usurped power.
 - 19.7 Explosions of war weapons.
 - 19.8 **Terrorist activity**.
 - 19.9 Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not.
20. **WWOOF Host Location**
A host member of a National WWOOF organisation that is in membership of the WWOOF Personal Accident and Personal Liability insurance scheme.

Section 6 – Operative Time and Description

OPERATIVE TIME shall mean a stay at a **WWOOF Host Location** commencing during the **Period of Insurance**.

Section 7 – Personal Accident

1. **What is Covered:**
If an **Insured Person** sustains an **Injury** or **Illness** during the **Operative Time** which within 24 months results in:
 - 1.1 death or disablement;
 - 1.2 death or disablement solely as a result of unavoidable exposure to severe weather conditions;
 - 1.3 disappearance of an **Insured Person**, and if after a reasonable period of time has elapsed and all available evidence examined, there is reason to presume that the death of an **Insured Person** has occurred, the disappearance shall be considered to have been caused by an **Injury**;
 - 1.4 **Permanent Total Disablement**;
 - 1.5 **Loss of Limb or Limbs** or **Loss of Sight**
 this Insurance will pay the **Insured** an amount equal to the sum insured stated in the **Schedule**.
2. **Definitions Applicable to Personal Accident – see also General Definitions:**
 - 2.1 **Loss of Limb or Limbs**
The permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist.
 - 2.2 **Loss of Sight**
Permanent and total loss of Sight shall be considered as having occurred:
 - 2.2.1 in both eyes, if an **Insured Person's** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope of improvement; or
 - 2.2.2 in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement.
3. **Conditions Applicable to Personal Accident – see also General Conditions:**
 - 3.1 Where an **Insured Person** is under the age of 16 years or over the age of 69 the Accidental Death benefit will be limited to €12,500.
 - 3.2 Where an **Insured Person** is not in full time gainful employment, or is a partner or **Child** of an **Insured Person**:
Permanent Total Disablement shall read, "**Total Disablement** caused other than by **Loss of Limb or Limbs** or **Loss of Sight**, which prevents the **Insured Person** from engaging totally in any and every occupation for a period of twelve (12) consecutive months and at the end of that period being without prospect of improvement.
 - 3.3 If after **We** have made a payment to the **Insured** in respect of the disappearance of an **Insured Person** and the **Insured Person** is found to be living, the **Insured** shall reimburse **Us** in full for all monies paid to them in respect of such disappearance.

- 3.4 **We** will not pay any claim under more than one of items:
Death, **Permanent Total Disablement**, **Loss of Limb or Limbs** or **Loss of Sight**.

4. Exclusions Applicable to Personal Accident – see also General Exclusions:

- 4.1 **We** will not pay any claim for **Illness** not directly resulting from an accident.
4.2 **You** are not covered for **Permanent Total Disablement** if **You** are no longer in full time employment and in any event when **You** are over 69 years.

Section 8 – Personal Liability

1. What is Covered:

We will indemnify the **Insured Person** for legal liability to pay damages in respect of:

- 1.1 accidental **Bodily Injury**, false arrest, false imprisonment, invasion of right of privacy, detention, false eviction and malicious prosecution;
1.2 accidental loss of or damage to **Material Property** belonging to third parties; arising out of an event which occurs during the **Operative Time**.

2. The Underwriters will indemnify the Insured Person for:

- 2.1 all legal costs and expenses recoverable by third parties from the **Insured** or an **Insured Person** in respect of the claim made against the **Insured** or an **Insured Person** for which indemnity is provided in item 1. above.
2.2 any legal costs and expenses incurred with **Our** prior written consent.

Note: **We** will not be liable to indemnify the **Insured** or an **Insured Person** for any amount exceeding the Limit of Indemnity stated in the **Schedule** for the total amount payable under items 1. and 2. above.

3. Definitions Applicable to Personal Liability - see also General Definitions

3.1 **Bodily Injury**

Death, injury, illness, disease and nervous shock.

3.2 **Material Property**

Property which is both material and tangible.

3.3 **Pollution**

- 3.3.1 Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
3.3.2 All loss, damage or injury directly or indirectly caused by such pollution or contamination.

4. Conditions Applicable to Personal Liability - see also General Conditions

- 4.1 The **Insured** and/or an **Insured Person** or their legal personal representatives will give notice in writing to the **Underwriters** as soon as reasonably possible after any event, occurrence, or circumstance which may give rise to a claim under this Section and will provide full details of the event, occurrence or circumstance.
- 4.1.1 Every claim notice, letter, writ or process or other document served on the **Insured** or an **Insured Person** shall be forwarded to **Us** immediately on receipt of the same.
- 4.1.2 Notice in writing shall be given to **Us** by the **Insured** or an **Insured Person** of any impending prosecution, inquest or fatal accident inquiry in connection with any such event.
- 4.1.3 No admission of liability, offer of settlement, promise, payment or indemnity shall be made by or on behalf of the **Insured** or an **Insured Person** without the prior written consent of the **Underwriters**.
- 4.2 **We** shall be entitled at any time and at **Our** discretion to:
- 4.2.1 take over and conduct in the name of the **Insured** or an **Insured Person** the defence of or the settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against all other parties or persons.
- 4.2.2 pay to the **Insured** or an **Insured Person** the sum insured stated in the **Schedule** less any costs incurred by **Us** or any lesser sums for which any claim or claims under any section of this Policy can be settled. In this event **We** will not be under any further liability.
- 4.3 No Endorsement or Amendment to this Policy shall override the Terms, Limits, Conditions, Exclusions applicable to this section.

5. Exclusions Applicable to Personal Liability - see also General Exclusions

We will not indemnify the **Insured** in respect of it's or an **Insured Person's** legal liability to pay damages:

- 5.1 arising out of the ownership, possession or use by or on behalf of an **Insured Person** of any:
- 5.1.1 aircraft, aero spatial device or hovercraft.
5.1.2 waterborne craft.
5.1.3 mechanically propelled or horse drawn vehicle.
5.1.4 mobile caravan or vehicular trailer other than a static caravan occupied as temporary accommodation.
5.1.5 firearm.
- 5.2 for **Bodily Injury** to any family or household member of an **Insured Person** or any person who is under a contract of service or apprenticeship with the **Insured** or an **Insured Person** when **Bodily Injury** arises out of and in the course of their employment with the **Insured** or an **Insured Person**.
- 5.3 for loss of or damage to **Material Property** belonging to or held in trust by or in the custody or control of the **Insured** or an **Insured Person** or their family or household members.
- 5.4 arising directly or indirectly in connection with:
- 5.4.1 the ownership of land or buildings.
5.4.2 the carrying on of any trade, business or profession for financial remuneration.
5.4.3 any participant to participant injury whilst participating in or practising for any sporting event or similar.
5.4.4 any fine or penalty.
- 5.5 attaching to the **Insured** or an **Insured Person** by reason of an express term of any contract unless such liability would have attached to the **Insured** or an **Insured Person** in the absence of such agreement.
- 5.6 for any kind of **Pollution**.
- 5.7 whilst acting in the capacity as an officer or member of a club or association.
- 5.8 for punitive and exemplary damages in respect of the United States of America or Canada.