



INTRODUCTION



Cornhill Insurance Public Limited Company (subsequently called "Cornhill") will indemnify or otherwise compensate the Insured named in the Summary (subsequently called "the Insured") in accordance with and subject to the terms and conditions of this insurance.

The proposal made to Cornhill by or on behalf of the Insured whether in writing or otherwise shall be the basis of the Contract.

For the Company

W.R.Treen Chief Executive

PUBLIC AND PRODUCTS LIABILITY POLICY



DEFINITIONS

1. INJURY

Bodily injury death disease illness or shock.

2. EMPLOYEE

- A. any person under a contract of service or apprenticeship with the Insured
- B. any of the following persons whilst working for the Insured in connection with the Business
 i. any labour master or labour only subcontractor or person supplied by him
 ii. any self-employed person providing labour only
 iii. any person who is borrowed by or hired to the Insured
 iv. any trainee or person undersolate.

 - iv. any trainee or person undergoing work experience.

3. BUSINESS

The Business specified in the Summary conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and includes

- A. the ownership maintenance and repair of premises used in connection therewith
- B. the provision and management of canteens social sports or welfare organisations for the benefit of Employees and the Insured's ambulance first aid and
- C. the execution of private duties by Employees for any partner director or senior official of the Insured.

4. GEOGRAPHICAL LIMITS

- A. Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- B. any other member country of the European Community
- C. elsewhere in the world in respect of Injury loss or
 - damage caused by or arising from
 i. non-manual activities of any partner director or Employee of the Insured normally resident within the territories specified in Definition 4A and occurring during any journey or temporary visit ii. Products.

5. PRODUCTS

Any goods or other property sold supplied delivered installed erected repaired altered treated or tested by the Insured in connection with the Business and not in the Insured's charge or control.

6. POLLUTION OR CONTAMINATION

- A. all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- B. all Injury loss or damage directly or indirectly caused by such pollution or contamination.

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

7. OFFSHORE INSTALLATIONS

- 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 the sea or tidal waters
- D. any installation which is intended to provide accomodation for persons who work on or from the locations specified in Definition 7A 7B or 7C.

THE INSURED

The Insured under this Policy shall mean The English Ice Hockey Association (Recreation Section) and/or any Member Club of The English Ice Hockey Association (Recreation Section).

(Memorandum : S /0001/01)

- 3. this Policy does not cover
 - a. fines or penalties of any kind
 - proceedings or appeals in respect of any deliberate act or omission
 - costs or expenses insured by any other policy.

3. 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 Cornhill's liabilities to all parties indemnified shall not exceed in the aggregate the Limit of Indemnity specified in this Policy.

4. OVERSEAS PERSONAL LIABILITY

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 any partner director or Employee of the Insured normally resident within the territories specified in Definition 4A in the course of any journey or temporary visit to any other country made in connection with the

5. MOTOR CONTINGENT LIABILITY

Exclusion 5Ai shall not apply to liability arising out of the use in connection with the Business of any vehicle not owned provided or being driven by the Insured

- A. but this Policy does not cover any such liability
 - i. ii.
 - in respect of loss of or damage to the said vehicle arising out of any such use in any country outside the European Community
 - iii. incurred by any party other than the Insured and Extension 1 shall not apply thereto
- B. as from July 1 1994 for the purpose of this Extension Exclusion 2 shall not apply.

DAMAGE TO VEHICLES IN CAR PARKS

Exclusion 3 shall not apply to vehicles (not belonging or loaned or hired to the Insured) in any Car Park for which the Insured is responsible.

(Memorandum : L /0053/01)

INDEMNITY TO OFFICERS OR MEMBERS

Extension 1 is deleted.

Cornhill will indemnify any officer or committee member or other member of the Insured Club in their respective capacities as such as though each such party was individually named as the Insured in this Policy.

Provided that

- A. each such party shall observe fulfil and be subject to the terms and conditions of this Policy insofar as they can apply
- B. Cornhill's liabilities to the Insured and all parties indemnified shall not exceed in the aggregate the Limit of Indemnity specified in the Policy.

(Memorandum : L /0055/02)

DATE PRINTED: 24th July 1998 Combill Insurance Public Limited Company

POLICY NUMBER: L /9726125

L/1/5

8. POLLUTION OR CONTAMINATION

This Policy does not cover any liability in respect of

- A. Pollution or Contamination occurring in the United States of America or Canada
- B. Pollution or 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.

9. WORK ON OFFSHORE INSTALLATIONS

This Policy does not cover any liability in respect of $% \left\{ \left(1\right) \right\} =\left\{ \left(1\right) \right\}$

A. travel to or from

B. work on

Offshore Installations.

CONDITIONS

General Conditions A,B,C,D,F,G,H,I and M printed at the back of the Portfolio apply to this Policy

1. OTHER INSURANCES

Cornhill 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.

2. ALTERATION

If at any time anything shall occur or be done materially affecting the risk insured the Insured shall give immediate notice in writing to Cornhill.

DATE PRINTED: 24th July 1998

POLICY NUMBER: L /9726125

- 4. weekly compensation will not be paid for
 - a. such first part of each period of disablement as is specified as the Excess Period in the Scale(s) of Compensation
 - b. the first two weeks of any temporary disablement of any Member sustained whilst or as a consequence of playing association or rugby football or hockey
- weekly compensation will be paid when the total amount thereof has been agreed or as otherwise arranged with the Insured.

AIRCRAFT ACCUMULATION LIMIT

Cornhill's liability for all compensation payable under this Policy in respect of death injury or disablement of three or more Members occasioned by a mishap to or involving any one aircraft is limited to £500,000 in all unless Cornhill shall have agreed in writing to an increased limit.

SCALE OF COMPENSATION

In respect of Members not in gainful employment the benefit payable under item 3 (Temporary Total Disablement) shall be restricted to actual "out of pocket" expenses not exceeding the weekly benefit payable under item 3.

(Memorandum : S /0002/01)

EXTENSIONS

1. MEDICAL EXPENSES

Cornhill will pay any medical, surgical or nursing expenses reasonably incurred by any Member in direct connection with any disablement for which compensation is payable under any of the Weekly Benefit Items of the Scale(s) of Compensation up to but not exceeding 15% of the total compensation payable.

2. DISAPPEARANCE

The death of any Member shall not be presumed by reason of his/her disappearance, but if after a reasonable period of time has elapsed Cornhill, having examined all the evidence available, have no reason to suppose other than that the Member has sustained an accident whilst this Policy is in force resulting in his/her death, the disappearance of such Member shall be deemed to constitute death by accident for the purposes of this Policy.

In the event of the Member's re-appearance after payment by Cornhill of compensation under Item A.1 of the Scale(s) of Compensation the beneficiary thereof shall refund such compensation to Cornhill unless probate has been granted or legal evidence of the presumption of death has been supplied to Cornhill.

3. LEGAL ADVICE

Benefit for the Insured

As an automatic benefit of the Policy the Insured will have received a Legal Adviser Card entitling the Insured to seek telephone advice and guidance on any business or private legal or related problem. This service operates 24 hours a day, 365 days a year and advice and guidance is available on all areas of the law, including contractual disputes, employment disputes, landlord/tenant, local authority problems, criminal prosecutions and similar matters.

Benefit for the Members

A Legal Adviser Card is provided to all Members as an automatic benefit entitling Members to seek telephone advice and guidance on any private legal or related problem. This service operates 24 hours a day, 365 days a year and will provide advice and guidance on such matters as consumer, neighbour disputes, matrimonial and personal injury. However, the service does not provide advice and guidance in respect of employment problems as these should be directed through the employer's normal procedures.

Legal Advice for both the Insured and Members is available by telephone during the currency of the Policy although no liability can be accepted for any breakdown or failure of the telephone network.

DENTAL/OPTICAL TREATMENT

The Company undertakes to reimburse expenses for Dental and/or Optical

treatment which has been reasonably and necessarily incurred as a result of an accident to any member whilst engaging in any activity associated with the English Ice Hockey Association (Recreation Section) or Member Club provided that

- 1. This extension shall not apply to the cost of replacement or repair of spectacles, lenses, dentures or property otherwise insured.
- 2. The Company's liability for all expenses payable shall not exceed £500 per member in respect of any one accident.

(Memorandum : S /0001/01)

EXCLUSIONS

General Exclusion A. printed at the back of the Portfolio applies to this Policy

Cornhill will not be liable to make any payment in respect of death, injury or disablement of any Member

- 1. sustained whilst or as a consequence of engaging in sustained whilst or as a consequence of engaging in a motor cycling (other than in respect of mopeds or scooters up to 50cc), hunting, winter sports other than curling or skating, mountaineering or rock climbing (necessitating the use of ropes or guides), armed or unarmed combat sports, riding or driving in any kind or race or endurance test (or practice therefor)
 - b. aviation other than as a passenger (not as a member of the crew nor for the purpose of undertaking any trade or technical operation) in a fully licensed passenger-carrying aircraft any gainful occupation outside the Business specified in the Portfolio
- cocurring or arising as a consequence of
 a. riot or civil commotion in Northern Ireland
 b. the suicide, intentional self-injury or insanity of
 or the influence of alcohol or drugs (other than
 drugs taken in accordance with the treatment
 prescribed and directed by a qualified medical
 restribed by the total report of drugs. practitioner but not for the treatment of drug addiction) on the Member
- caused or contributed to by
 a. pregnancy or childbirth
 b. sexually transmitted diseases

 - c. HIV (Fluman Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however

GROUP PERSONAL ACCIDENT SCHEDULE

THE INSURED ENGLISH ICE HOCKEY ASSOCITION (RECREATION SECTION)

CLIENT NUMBER C004267209

POLICY NUMBER WA/9726141

SCALE OF COMPENSATION - A

If any Member shall sustain an Accident during the continuance of this Policy which shall within 12 months solely directly and independently of any other cause result in his/her :

ITEM

COMPENSATION PAYABLE

MTT.

£2,500 Ac.1 Death Ac.2 Permanent Total Disablement £2,500

- including Continental Scale

Ac.3 Temporary Total Disablement £25 per Week during such disablement.

Ac.4 Temporary Partial Disablement

MAXIMUM PERIOD for Weekly Items: EXCESS PERIOD for Weekly Items:

104 Week(s) 1 Week(s)

CURRENT MEMBERS

'Member' means any of the following persons:

Any individual Member of the English Ice Hockey Association (Recreation Section) whilst engaging in any activity associated with the English Ice Hockey Association (Recreation Section) and/or any Member Club, including participation in In-Line Puck Hockey.

GENERAL EXCLUSIONS

This Insurance does not cover:

A. WAR AND KINDRED RISKS

loss destruction damage death injury disablement or loss destriction damage dead injury uses.

liability or any consequential loss occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

B. RADIOACTIVE CONTAMINATION

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature 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

C. SONIC BANGS

loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

D. TERRORISM - NORTHERN IRELAND

loss destruction or damage or any consequential loss in Northern Ireland occasioned by or happening through or in consequence of: i. civil commotion ii. Terrorism

E. TERRORISM - UNITED KINGDOM OTHER THAN IN NORTHERN IRELAND

loss destruction or damage or any consequential loss elsewhere than in the Channel Islands, the Isle of Man and Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of Terrorism

Definitions applicable to General Exclusions D. and E.

"Terrorism" shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

In any action suit or other proceedings where Cornhill alleges that by reason of this definition any loss, destruction or damage or any consequential loss is not covered by this insurance (or is covered only up to a specified limit of liability) the burden of proving that such loss destruction or damage is covered (or is covered beyond that limit of liability) shall be upon the insured.

CLU/009/01

GENERAL CONDITIONS

A. THE INSURANCE

The Introductory Clause, each Policy and its Schedule (if any), the General Exclusions and General Conditions shall be read together as one contract. The Policy and its Schedule (if any) and any Endorsement to the Policy shall be read together as

Any word or expression to which a specific meaning has been given shall have the same meaning wherever it may appear in the Policy.

B. PAYMENT OF PREMIUM

The Insured shall pay the premium or any agreed instalment on request.

C. PREMIUM ADJUSTMENT

Where the premium for any Policy has been calculated on an adjustable basis the Insured shall supply the declaration required.

The final premium shall be calculated on the agreed basis and if this differs from the amount already paid the large and shall now progrite the difference. the Insured shall pay or receive the difference.

D. REASONABLE PRECAUTIONS

The Insured shall take all reasonable precautions to prevent accidents and any lnjury loss destruction or damage and shall take all reasonable steps to observe and comply with all statutory or local authority laws obligations and requirements.

E. ALTERATION

The insurance provided by any Policy shall be avoided in respect of any item or property where there is any alteration after the commencement of this insurance which increases the risk of loss destruction or damage unless agreed by Cornhill in writing.

F. FRAUD

If a claim is fraudulent in any respect, or if fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under any Policy of this Insurance, or if any Injury loss destruction or damage is caused by the wilful act or with the connivance of the Insured all benefit under that Policy shall be forfeited.

G. POLICY VOIDABLE

This Insurance shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

H. CANCELLATION

The Insurance or any Policy may be cancelled by Cornhill 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 the Insurance. For cancellation following default in payment of the premium or any agreed instalment, the period of notice may be reduced to 7 days.

I. CLAIMS

In the event of any Injury, loss, destruction damage or consequential loss in consequence of which a claim is or may be made under this Insurance and again upon the receipt by the Insured of notice of any claim or

- legal proceedings, the insured shall
 i. notify Cornhill as soon as reasonably possible
 ii. notify Cornhill immediately on being advised of
- any prosecution, inquest or enquiry connected with any Injury loss destruction damage or consequential loss which may form the subject of a claim under this Insurance
- notify the Police Authority as soon as it becomes evident that any loss destruction or damage has been caused by theft or malicious persons carry out and permit to be taken any action which
- may be reasonably practicable to prevent further loss, destruction damage or consequential loss
- loss, destruction damage or consequential loss retain unaltered and unrepaired anything in any way connected with the Injury loss destruction damage or consequential loss for as long as Cornhill may reasonably require when required by Cornhill furnish with all reasonable despatch at their expense such further particulars and information as Cornhill may require
- require
- vii. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of Cornhill
- previous consent of Cornnil
 viii. allow Cornhill in the name of and 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 Cornhill all necessary assistance for that purpose.

No claim under this Insurance 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 Cornhill.

J. SUBROGATION

Any claimant under this Insurance shall at the request and expense of Cornhill 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 Cornhill.

K. CORNHILL'S RIGHTS FOLLOWING A CLAIM

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

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

L. REINSTATEMENT

If any property is to be reinstated or replaced by Cornhill the Insured shall at their own expense provide all such plans documents books and information as may reasonably be required. Cornhill shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured.

M. DISCHARGE OF LIABILITY

Cornhill may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one Period of Insurance whichever is the less, together with the amount of any costs and expenses to the date of such payment.

N. ARBITRATION

If any difference arises as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against Cornhill.

CONDITIONS

Section).

General Conditions A, B, C, G and H printed at the back of the Portfolio apply to this Policy.

(Memorandum : S /0003/01)

1. CLAIMS (1)

If anything occurs which is likely to give rise to a claim under this Policy the Insured or the Member concerned or his/her legal personal representative shall as soon as reasonably possible notify Cornhill in writing and shall when required by Cornhill and with all reasonable speed and at their own expense give Cornhill such further particulars as Cornhill may require.

2. CLAIMS (2)

As soon as reasonably possible after the occurrence of an accident the Member concerned must place themselves under the care of a duly qualified medical practitioner whose advice they shall follow. The said Member shall submit to any medical examination made on Cornhill's behalf and in the event of death of the Member; Cornhill shall be entitled to make a post-mortem examination at Cornhill's own expense.

3. CANCELLATION

Cornhill shall not be bound to accept any renewal of this Policy and may at any time give seven day's notice to the Insured to determine this Policy or any Member's insurance thereunder as from the date of the expiration of such notice, and thereupon Cornhill will allow a proportionate rebate of premium in respect of the unexpired period of the Policy or Insurance as the case may be.

4. AGE LIMITATION

The Insurance in respect of any Member will terminate at the end of the Period of Insurance during which such Member attains the age of 65 years.

5. MATERIAL FACTS

The Insured shall give Cornhill notice in writing of any material alteration affecting the risk insured and of any variation in the Business, occupation or activities or the health of any Member if individual application forms are obtained in respect of each Member. The Policy shall continue in force until expiry of the current Period of Insurance notwithstanding any variation in the health of any Member during such period, but in the event of any other alteration or variation in the risk insured Cornhill shall not be liable to make any payment under this Policy unless Cornhill has agreed in writing to maintain the Policy in force following such alteration or variation.

OPERATION OF COVER

The benefits provided by this Policy shall only be applicable whilst Members are engaging in recreational Hockey (as defined by the English Ice Hockey Association (Recreation



POLICY ENDORSEMENT

CLIENT NUMBER	C004267209	
CORNHILL BRANCH	LEEDS	ACCOUNT NUMBER 47/76754
POLICY NUMBER	WA/9726141	ANNUAL PREMIUM UNALTERED

The current Period of Insurance will expire on 30th September 1999 from which date it will be annually renewable.