



AXA Insurance UK plc  
 Axa Commercial - Manchester  
 PO Box 2191  
 Bristol BS99 7JA

01 JUN 2015

Bluefin (Sme 2011 Kendal)  
 J36 Rural Auction Centre  
 Crooklands  
 Near Kendal  
 Cumbria LA7 7FP

**Agency:** BN 0606558

**Agency Policy:** SP 0002140010

**Form No.....:** CB050F  
**Underwriter....:** COO  
**Date of Issue..:** 23/05/15  
**Effective Date.:** 1/06/15  
**Renewal Date...:** 1/06/16

**Renewal Premium:** £837.11  
**(excluding Insurance Premium Tax)**

**SCHEDULE: Commercial Combined**

**Policy No.:** BN COM 1791402

**Insured...:**

Kendal Torchlight Procession Ltd

Orvieto, Rear Gowan Lodge  
 Windermere Road, Staveley  
 Kendal  
 Cumbria LA8 9PL

**Business...:** As defined below

**Insurance Premium:** £837.11  
**Insurance Premium Tax:** £50.23  
**Total Amount Payable:** £887.34

**INSURANCE PREMIUM TAX (IPT):** This has been charged at the current rate

**Reason for Issue:** Renewal

ELTO: If Employers Liability cover is included please provide  
 Insured's Employer Reference Number (ERN).  
 Please also provide an ERN for each subsidiary included on the policy.

Tourist and Publicity Association and Event Organisers

**DISCLOSURE OF MATERIAL FACTS**

Please ensure that you disclose any material facts which have  
 changed since you took out your policy or which have changed  
 since last renewal. Material facts are those which might  
 influence our decision as to whether to renew your policy or  
 impose special terms. If you are in doubt as to whether a fact  
 is material, please let us know the details - failure to do so  
 could invalidate the insurance.

**Sections in Force**

**Annual Premium**

Employers Liability	£587.11
Public Liability	£250.00



**EMPLOYERS LIABILITY SECTION**

**COVER DETAILS**

**LIMIT OF INDEMNITY** - £10000000 any one event.

**ENDORSEMENTS**

**M01 MANSLAUGHTER COSTS EXTENSION**

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
- i) the course of an investigation leading to the offence of
  - ii) defending the Insured against criminal proceedings in connection with a charge of
  - iii) an appeal against any conviction resulting from a prosecution for
- manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under this Section of the Policy
- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
  - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
  - b) fines or penalties or the cost of implementing any remedial order or publicity order
  - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d) an appeal against any fine penalty remedial order or publicity order
  - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f) costs and expenses insured by any other policy
  - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.



**TR1 WAR, CIVIL WAR, POLITICAL RISK AND TERRORISM LIMITATION CLAUSE (£5m)**

The liability of the Company under this insurance for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War, Civil War, Terrorism or Political Risk as defined below.

For the purposes of this Clause, "War, Civil War, Terrorism or Political Risk" means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion

assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

For the purposes of this Clause, "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.

**PUBLIC LIABILITY SECTION**

**COVER DETAILS**

**LIMIT OF INDEMNITY**

Part 1 - PUBLIC LIABILITY - £5000000

Part 2 - PRODUCT LIABILITY - £5000000 in any one period of insurance.



## ENDORSEMENTS

### M01 MANSLAUGHTER COSTS EXTENSION

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
  - i) the course of an investigation leading to the offence of
  - ii) defending the Insured against criminal proceedings in connection with a charge of
  - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under this Section of the Policy

- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
  - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
  - b) fines or penalties or the cost of implementing any remedial order or publicity order
  - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d) an appeal against any fine penalty remedial order or publicity order
  - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f) costs and expenses insured by any other policy
  - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

**TR7 TERRORISM COVER AMENDMENT CLAUSE (2005)**

This cover amendment clause replaces any existing Public Liability War and Terrorism Cover Amendment Clause(s) applicable to this Policy prior to the effective date of this Endorsement.

The insurance provided by this Policy/Section is subject to the following Terrorism Limitations:

The liability of the Company for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000

Provided that if the monetary amount of the Limit of Indemnity stated in the Schedule is less than £2,000,000 then such lesser monetary amount shall apply as the Company's maximum liability for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance

For the purpose of this Clause "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

**X01 EXCESS AMENDMENT CLAUSE**

This Policy shall not apply to the first £500 of each and every occurrence in respect of loss or damage to property

This does not replace any higher amount for which the Insured is responsible specified elsewhere in the Policy or Schedule

**Y2K DATE RECOGNITION EXCLUSION CLAUSE**

This Policy shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000



- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

**017 PROFESSIONAL RISK EXCLUSION**

The indemnity will not apply to legal liability arising out of a breach of professional duty or service

**023 DESIGN ADVICE SUPERVISION FOR A FEE EXCLUSION**

The indemnity will not apply to legal liability arising out of

- (a) an error or omission in estimates or advice given by or on behalf of the Insured or in design plans drawings or specification
- (b) an error or omission by the Insured (or any servant or agent of the Insured) in the supervision of works

for which a fee is charged or would normally be charged

**PLEASE KEEP THIS SCHEDULE SAFELY WITH YOUR POLICY DOCUMENTS**



AXA Insurance UK plc  
Registered Office  
5 Old Broad Street  
London EC2N 1AD  
Registration  
England No. 78950

## CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE(a)

*(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)*

**POLICY No.** **BN COM 1791402**

- 1. NAME OF POLICYHOLDER** **Kendal Torchlight Procession Ltd**
- 2. DATE OF COMMENCEMENT OF INSURANCE POLICY** **1st June 2015**
- 3. DATE OF EXPIRY OF INSURANCE POLICY** **31st May 2016**

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain (b) Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney; and
2. (a) the minimum amount of cover provided by this policy is no less than £5 million(c)

Signed on behalf of AXA Insurance UK plc (Authorised Insurer)

**Amanda Blanc**

CEO - AXA Commercial Lines and Personal Intermediary

### Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.