

# ***Combined Liability Policy***

*POLICY NUMBER. 0001-000*

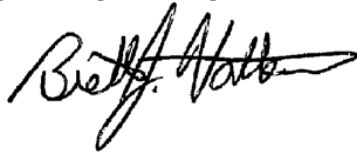
# Combined Liability Policy

In consideration of the Insured named in the Policy Schedule hereto having paid or agreed to pay the Premium stated in the said Policy Schedule, the Insurer, as herein defined, hereby agrees to provide insurance in accordance with the terms of this Policy.

The term Policy shall include any information provided to the Insurer which shall form the basis of this contract between the Insurer and the Insured together with any schedules, terms and conditions, any endorsements and any Sections which form and shall be read together as one contract, and any word or expression to which a specific meaning has been attached in any part or Section of this Policy shall bear that meaning wherever it shall appear, unless stated to the contrary.

This Policy shall not be in force unless it has been signed by an authorized official for and on behalf of the Insurer.

**SIGNED FOR AND ON BEHALF OF THE INSURER**



**DATE: 01 February 2019**

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## **CISV International Insurance Company**

This insurance is underwritten by CISV International Insurance Company (KDI number:717205) which is authorized and regulated by the Kentucky Department of Insurance. Registered in Kentucky: company number 717205. Registered address: 2501 Nelson Miller Parkway, PO Box 436629, Louisville, KY 40253-6629. This information can be checked by visiting the Kentucky Department of Insurance website (<http://doi.ppr.ky.gov/kentucky/>).

THIS INSURANCE IS UNDERWRITTEN BY CISV INTERNATIONAL INSURANCE COMPANY (KDI NUMBER 717205) WHICH IS AUTHORIZED AND REGULATED BY THE KENTUCKY DEPARTMENT OF INSURANCE. REGISTERED IN KENTUCKY: COMPANY NUMBER 717205. REGISTERED ADDRESS: 2501 NELSON MILLER PARKWAY, PO BOX 436629, LOUISVILLE, KY 40253-6629. THIS INFORMATION CAN BE CHECKED BY VISITING THE KENTUCKY DEPARTMENT OF INSURANCE WEBSITE ([HTTP://DOI.PPR.KY.GOV/KENTUCKY/](http://doi.ppr.ky.gov/kentucky/)).



# Combined Liability Policy

## CISV INTERNATIONAL INSURANCE COMPANY

2501 Nelson Miller Parkway, PO Box 436629, Louisville, KY 40253-6629

## Policy Schedule

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**Policy Number:** 00001-000

**Issuing Office:** Louisville, KY

**Policyholder:** CISV International Limited

**Business:** Volunteer Organization promoting peace

**Period of Insurance:** From 01 February 2019 to 31 January 2020  
Both days inclusive

**Sections:**

- 1 -- Public Liability
- 2 -- Crisis Containment Management

**Premium:**

Total:	GBP \$97,250.00 (corrected)
Payable as follows:	50% due 01 February 2019;
	50% due 30 April 2019

Subject to adjustment in accordance with Condition C.10 of the General Terms

## **Policy Limits of Indemnity Schedule**

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The limits detailed in this Schedule are for the Period of Insurance and are applicable only to the Section to which they refer.

### **Section 1 - Public Liability**

<b>Limit of Indemnity:</b>	GBP 1,000,000 any one Occurrence and in The Aggregate during period of Insurance.
<b>Sub-limit:</b>	GBP 250,000 in case of Property Damages caused by fire.
<b>Deductible:</b>	As per Endorsement Number 4 -

### **Section 2 – Crisis Containment Management**

<b>Limit of Indemnity:</b>	GBP 100,000	per Crisis and in the aggregate during the Period of Insurance per Crisis
<b>Co-insurance:</b>	20%	

# **Combined Liability Policy**

This Policy is provided and issued by CISV International Insurance Company herein called the Insurer in respect of the liability to indemnify, subject to and in accordance with the terms of this Policy.

# General Definitions and interpretations applicable to this Policy

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## A. Definitions

Definitions and interpretations shall have the following meaning throughout this Policy:

1. **Bodily Injury** means, but shall not be limited to, bodily injury to any person and shall include:
  - (a) Death, illness and disease; or
  - (b) mental injury, mental anguish or nervous shock caused to any person as a result of actual or threat of bodily injury, death, illness or disease.
2. **Business** means the business of the Insured as described in the Policy Schedule and shall include, but not by way of limitation:
  - (a) the ownership, repair, maintenance and refurbishment of the Insured's own property or property leased by the Insured;
  - (b) when the Insured
    - (i) consents to private work being carried out by an *Employee or Volunteer* for any director or partner of the Insured or senior *Employee or Volunteer*;
    - (ii) participates in any exhibition, trade, fair and conference or similar.
3. **Co-insurance** means the proportion in respect of a Section payable by the Insured detailed in the Policy Limits of Indemnity Schedule in relation to all damages costs and expenses where the Insurer shall be liable to make payment under this Policy.
4. **Deductible** means the total amount as detailed in the Policy Limits of Indemnity Schedule in relation to a relevant Section of this Policy payable by the Insured in respect of all damages and costs and expenses prior to the Insurer becoming liable to make any payment under this Policy. The Deductible shall reduce the

Limit of Liability as shown in the Policy Limits of Indemnity Schedule. The Deductible is unconditional and applies only once to each and every Occurrence.

5. **Employee or Volunteer** means:
- (a) any person under a contract of service or apprenticeship with the Insured;
  - (b) any labor master or labor-only sub-contractor or person supplied by them;
  - (c) any self-employed person, voluntary worker, out worker or home worker;
  - (d) any person supplied to, hired or borrowed by the Insured from another employer, agency or third party under an agreement by which the person is deemed to be employed by the Insured;
  - (e) any person under a work experience training study or similar scheme; or
  - (f) any person on secondment to the Insured from the Insured's subsidiary or associated companies outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

whilst working for the Insured in connection with the Business.

6. **Exception** means an exclusion of liability of the Insurer under this Policy and referred to as such in a Section.

7. **Extension** means an extension to the liability of the Insurer under this Policy and referred to as such in a Section.

8. **General Terms** means the terms of this Policy other than the terms of a Section.

9. **Insured** means the party or parties so defined in the Policy Schedule.

10. **Legal Costs** means all costs and expenses incurred in the defense or appeal of any suit claim or Legal Proceedings including claimants, costs which the Insured may become legally liable to pay in connection with any suit claim, or Legal Proceedings and which shall include costs and expenses for:

- (a) Representation at any coroner's court or fatal accident enquiry;
- (b) Defense proceedings in any court of summary jurisdiction;

or



- (c) Defense of any criminal proceedings brought or in an appeal,  
including for the avoidance of doubt, proceedings arising from manslaughter or corporate killing or alleged manslaughter or corporate killing.
11. **Legal Proceedings** means litigation, arbitration, mediation, adjudication or any other process of formal dispute resolution administered by a third party.
12. **Limit of Indemnity** means, during the Period of Insurance, the maximum Limit of Indemnity of the Insurer under this Policy in accordance with the terms of the relevant Section, subject to a Deductible or Co-insurance as is the case.
13. **Occurrence** means an accident, incident or event arising during the Period of Insurance which is neither expected nor intended from the standpoint of the Insured.
14. **Period of Insurance** shall be the period of insurance under this Policy as detailed in the Policy Schedule.
15. **Personal Injury** means Bodily Injury and any other injury occurring as a direct result of any of the following offences:
- (a) false arrest, false imprisonment, detention or malicious prosecution, invasion of the right of privacy, or discrimination;
  - (b) wrongful entry or eviction which interferes with right of privacy, or occupancy;
  - (c) libel, slander, defamation of character, deceit or injurious falsehood which violates the right of privacy of a person;
- or
- (d) assault and battery not committed by or at the direction of an Insured, unless committed for the purpose of preventing or eliminating danger to persons or property.
16. **Policy** means this Policy together with all Sections, schedules or endorsements issued from time to time.
17. **Pollution** means pollution or contamination of the atmosphere or of any water, land or other tangible property.
18. **Premium** means the amount of premium as shown in the Policy Schedule.
19. **Products** means anything sold, supplied, manufactured, constructed, altered, repaired, serviced, treated or distributed by or on behalf of the Insured, including containers, packaging or labeling after they have ceased to be in the possession or under the control of the Insured.

20. **Property Damage** means physical injury to, loss of, or destruction of tangible property.

21. **Section** means a section of this Policy and referred to as such.

**B. Interpretation**

In this Policy:

**1. Sections**

Wherever the word Section is used in this Policy, this shall mean, whether stated or not, "this Section of the Policy" and shall refer to that Section only to the exclusion of all others.

**2. Exceptions/Extensions**

Wherever the word Exception or Extension is referred to in a Section, it shall be a reference to an Exception or Extension as the case may be in that Section.

**3. Headings**

The several titles of the various paragraphs of this Policy are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.

**4. Plurals**

Words importing the singular gender shall include the plural and vice versa.

**5. His/Hers**

Words importing the male gender shall include the feminine gender.

**6. Policyholder/Insured**

Wherever the word Policyholder is used in any part of this Policy including, but not by way of limitation, any Employers' Liability Certificate of Insurance or Endorsement to any Section of this Policy, Policyholder means the Insured as defined in Definition 9.

## **General Terms applicable to this Policy**

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### **A. Insurer Agreement**

In consideration of the payment of the Premium by the Insured to the Insurer and in reliance upon the statements and information provided to the Insurer, the Insurer shall indemnify the Insured in accordance with and subject to the applicable Section of this Policy and these General Terms.

### **B. General Conditions**

The following shall be conditions or conditions precedent as applicable to the obligation of the Insurer to indemnify the Insured in accordance with the terms of this Policy:

#### **1. Observance**

- (a) The due observance of the terms of this Policy by the Insured in so far as they relate to anything to be done or complied with; and
- (b) the truth of any information given by or on behalf of the Insured in respect of this insurance before or during the Period of Insurance;

shall be conditions precedent to the Insurer's liability under this Policy.

#### **2. Reasonable Care**

The Insured shall take all reasonable care to prevent injury or loss or damage and to maintain the premises, plant and all other business assets in good repair and to comply with all statutory obligations and regulations.

The Insured shall make good or remedy any defect or danger and take such additional precautions as may be required as soon as possible after discovery.

### 3. Claims Procedure

In the event of any occurrence or event giving rise to or which may give rise to a claim by an Insured under this Policy, it shall be a condition precedent to the Insurer's liability under this Policy that:

- (a) the Insured shall:
  - (i) give written notice thereof (and full particulars of the occurrence or event) to the Insurer as soon as possible stating the relevant Section to which the notice applies, regardless of whether the claim is subject to the Deductible;
  - (ii) notify the Insurer in writing immediately if they shall have knowledge of any impending prosecution, inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under a Section of this Policy;
  - (iii) forward to the Insurer every claim notice, letter, verbal notice of claim or other originating process or any other document served on the Insured as soon as possible.
  - (iv) give all such information and assistance as the Insurer may require.
- (b) the Insured shall not negotiate, admit liability or make any promise of payment or settlement without the Insurer's written consent; and
- (c) the Insurer shall be entitled:
  - (i) if and so long as it desires to take over and have the sole conduct and control of any claim and Legal Proceedings or alternative dispute resolution relating thereto in the name of the Insured and shall have full discretion in the settlement of any claim; and

- (ii) to prosecute in the name of the Insured but for the Insurer's benefit any claim for compensation or indemnity.

**4. Alteration of Risk**

The Insured shall notify the Insurer in writing of any material changes to the risk that is the subject of this Policy. The Insurer reserves the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

**5. Waiver or Change of Policy Terms**

The terms of the Policy shall not be waived or changed except by endorsement issued by the Insurer or intended to be issued by the Insurer to form a part of this Policy.

**C. General Provisions**

**1. Information disclosed**

The proposal and any information supplied by or on behalf of the Insured prior to or during the term of this Policy shall be incorporated into and shall form part of this Policy.

**2. Conflict of Terms**

For the avoidance of doubt, all terms in a Section shall relate to that Section to the exclusion of the rest of this Policy. Where the terms in a Section conflict with these General Terms, the relevant term in the Section shall prevail to the extent of such conflict.

**3. Settlement**

The Insurer may:

- (i) pay any part or the entire Deductible amount to effect settlement of any claim or series of claims and in such circumstances, the Insured shall promptly reimburse the Insurer for the amount of the Deductible paid by the Insurer;
- (ii) at its discretion pay to the Insured in connection with any claim or series of claims, the appropriate Limit of Indemnity (after deducting any sum or sums already paid) or any lesser amount for which such claim or claims can be settled and shall then relinquish the conduct and control and be under no further liability in connection with such claim or claims, except for any additional recoverable expenses incurred prior to the date of such payment; and

- (iii) in the event of a claim or series of claims resulting in the liability of the Insured to pay a sum in excess of the Limit of Indemnity for damages, the Insurer's liability for costs and expenses where these are payable in addition to the Limit of Indemnity shall not exceed an amount being in the same proportion as the Limit of Indemnity bears to the total payment made by or on behalf of the Insured in settlement.

**4. Non-accumulation of Liability**

Regardless of the number of years this Policy may continue in force, and of the number of Premiums which may be payable or paid, or of any other circumstances whatsoever, the aggregate liability of the Insurers under this Policy will not be cumulative from year to year or period to period. When there is more than one Insured, the applicable Limit of Indemnity of the Insurer under this Policy will be in respect of all Insured's.

**5. Cross Liability**

If the Insured comprises more than one party, the Insurer will provide an indemnity in accordance with the terms of this Policy to each in the same manner and to the same extent as if a separate Policy had been issued to each; provided that the total liability of the Insurer for liability sustained by any or all of the Insured shall not exceed the Limit of Indemnity stated in the Limit of Indemnity Schedule.

**6. Other Insurance**

This insurance is excess over any other insurance that is valid and collectible insurance, the insurer is liable only to the extent the loss exceeds such other insurance. Other valid and collectible insurance renders this policy's coverage "null and void", but only up to coverage limits of the other policy.

**7. Cancellation**

The Insurer may cancel this Policy by giving 60 days notice by recorded delivery to the Insured or his agent, and in such circumstances the Insured shall then become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

The Insured may cancel this Policy by giving 60 days notice in writing to the Insurer and, providing that there have been no claims reported within the current Period of Insurance, the Insured shall be entitled to a return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

It is agreed that any cancellation notice given by the Insurer shall be without prejudice to the Insurer's liability for claims arising prior to the expiry of the cancellation notice period referred to above.

**8. Governing Law**

This Policy shall be governed by and constructed in accordance with the laws of England and Wales or Scotland (in respect of policies issued in Scotland) and the Courts of England and Wales (or Scotland where the proper law of the contract is Scottish) shall have exclusive jurisdiction to which the Insurer and Insured submit in all disputes connected with this Policy.

**9. Survey**

The Insurer shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe. The Insured shall allow the Insurer access to its premises and other places of business and generally provide all reasonable cooperation and assistance as the Insurer may require in the conduct of the survey.

In the event that:

- (i) the adverse finding(s) by the surveyor is/are not reasonably capable of being remedied by the Insured; or
- (ii) the Insured fails to carry out the remedial actions to the satisfaction of the Insurers within the time period specified in the survey report;

the Insurer shall have the right to cancel this Policy in accordance with paragraph C.7 of the General Terms.

**10. Adjustment**

If the Premium for this Policy is calculated on estimates provided by the Insured within a reasonable time after expiry of each Period of Insurance the Insured shall supply to the Insurer such information as is required to adjust the Premium and the difference shall be payable by or to the Insured subject to any designated minimum Premium.

**11. Audit and Inspection**

The Insurer may examine and audit the Insured's books and records at any time during the Period of Insurance and extensions thereof and for three years after the final termination of this Policy as far as they relate to the subject matter of this Policy.

**12. References to Statute**

In this Policy references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision or local equivalents for operations outside of the United Kingdom.

**13. Contracts (Rights of Third Parties) Act 1999**

A person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Policy. This condition does not affect any right or remedy which exists or is available notwithstanding such Act.

**14. Innocent Misrepresentation**

The Insurer will not exercise its right to deny liability and will not avoid this Policy where there has been non-disclosure, misrepresentation or untrue statement made in any information shown to the Insurer; provided that such non-disclosure, misrepresentation or untrue statement was not known to or was innocent and free of any negligent or fraudulent conduct or intent to deceive on the part of the Insured.

In the event that the Insured cannot establish to the Insurer's satisfaction that such non-disclosure, misrepresentation or untrue statement was not known to or was innocent and free of any negligent fraudulent conduct or intent to deceive, the Insurer will, instead of denying liability or avoiding this Policy, regard this Policy as being in full force and effect save that the Insurer shall not be liable under this Policy to indemnify in respect of any claim arising as a result of the innocent misrepresentation.



**15. Automatic Acquisitions**

This Policy shall automatically extend to include newly established or created or acquired associated and subsidiary companies and/or associations within the Policy Territory where there is no change to the Business subject to:

- (a) notification to the Insurer as soon as possible, but in any event within 90 days;
- (b) submission of full underwriting and claims information as soon as possible, but in any event within 90 days; and
- (c) additional Premium and/or additional terms to be agreed.

Where the acquisition represents a material change to the Business, the Insurer reserves the right to accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms for any such coverage.

**16. Subrogation**

In respect of any payment made or to be made under this Policy, the Insurer shall be subrogated to all of the Insured's rights of recovery thereof against any party not entitled to indemnity under this Policy, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The Insured shall do nothing after an Occurrence or event to prejudice such rights, and in the event the Insured waives his claim against a third party following an Occurrence or event other than in circumstances where the waiver of subrogation rights against a principal is required under contract conditions between the Insured and the principal, the Insurer shall be free from its obligation to indemnify the Insured to the extent that it would otherwise have had the right to effect recovery.

## Section 1 - Public liability

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### A. Definitions - Public liability

For the purposes of this Section:

1. **Insured** means the party or parties so defined in the Policy Schedule.
2. **Policy Territory** means anywhere in the world other than:
  - (a) the United States of America or its territories and possessions, but only in respect of claims arising out of:
    - (i) Products exported with the knowledge of the Insured to the United States of America or its territories and possessions; or
    - (ii) any operation or premises of the Insured in the United States of America or its territories and possessions; or
    - (iii) any manual work carried out in the United States of America or its territories and possessions.
  - (b) Canada, but only in respect of claims arising out of any operation or premises of the Insured in Canada;
  - (c) any country or territory where:
    - (i) any government embargo or sanction prohibits the Insured from trading; or
    - (ii) any government embargo or sanction prevents the Insurer from providing insurance; or
    - (iii) Legal Proceedings are brought to enforce an award or judgment made in the places specified in (a), (b) and (c) (i) and (ii) hereof, whether by way of reciprocal agreement or otherwise.

### B. Insuring Agreement - Public liability

The Insurer will indemnify the Insured in respect of an Occurrence subject to the Exceptions terms of this Section and the General Terms against all sums that the Insured shall, during the Period of Insurance and within the Policy Territory:

- (a) become legally liable to pay as damages in respect of:
  - (i) Personal Injury to any person being or not an Employee or Volunteer at the time of the Occurrence;
  - (ii) Property Damage;

- (iii) Nuisance, trespass, obstruction or interference with any right of light or air or water or easement;

and arises from and in the course of Business; provided that the action for damages is brought against the Insured in a court of law within the Policy Territory; or

- (b) in accordance with the terms of Extensions referred to in this Section.

**C. Legal Costs - Public Liability**

The Insurer will also pay all Legal Costs and expenses incurred by the Insured with the Insurer's prior consent, such consent not to be unreasonably withheld or delayed.

**D. Deductible - Public Liability**

The Deductible shall, in respect of this Section, be the amount referred to as such in the Policy Limit of Indemnity Schedule or as otherwise provided for in this Section.

**E. Limit of Indemnity**

1. The Limit of Indemnity in respect of this Section is the amount as stated in the Policy Limits of Indemnity Schedule being the maximum amount that the Insurer will be liable to pay as damages in respect of anyone claim against the Insured or series of claims against the Insured arising out of anyone Occurrence.
2. Subject to the above provisions with respect to "any one Occurrence," the total liability of the Insurer for all damages because of all injury arising out of all occurrences to which this policy applies shall not exceed the limit of liability stated in the declarations as "aggregate".

**F. Exceptions - Public Liability**

The following are Exceptions under this Section:

**1. Motor Liability**

Arising from the ownership, maintenance, possession or use by or on behalf of the Insured of any motor vehicle and/or any machinery or apparatus attached thereto whilst being used in such manner as to render the Insured responsible for insurance under the provisions of any legislation governing the use of motor vehicles; but this Exception shall not apply to liability:

- (a) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any motor vehicle or trailer;

- (b) caused by any self propelled mechanical plant and/or any machinery or apparatus attached thereto whilst working as a tool of trade;
- (c) arising out of any motor vehicle or trailer temporarily in the custody of the Insured for the purposes of parking; or
- (d) for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon;

where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer.

## **2. Aviation or Marine liability**

Arising from the ownership, possession or use under the control of the Insured of any aircraft, hovercraft or watercraft; however, this Exception shall not apply to watercraft:

- (a) not exceeding twenty (20) metres in length for use in inland or coastal waters; and
- (b) not owned by but being used by the Insured for corporate entertainment purposes; provided that the crew are hired with the vessel and the owner and operator of the vessel arrange insurance for injury and property damage to third parties.

## **3. Custody or Control**

For Property Damage to property owned by, hired to or in the custody or control of the Insured, other than:

- (a) personal effects, including motor vehicles and their contents, belonging to any director, partner, Employee or Volunteer, guest or visitor of the Insured;
- (b) premises at which the Insured is undertaking work in connection with the Business;
- (c) any building (including its fixtures and fittings) leased, hired or rented to the Insured; provided that the Insurer shall not be liable in respect of liability assumed by the Insured under a tenancy or other agreement which would not have attached in the absence of such agreement.

**4. Professional Liability**

Arising out of professional advice, design, service or specification given for a fee; but this Exception shall not apply to:

- (a) claims for Personal/Injury or Property Damage; or
- (b) the rendering of or failure to render professional medical advice by any person employed by the Insured to provide first aid or other medical services at the Insured's premises.

**5. Product liability**

Arising from or in connection with any of the Insured's Products other than food or drink for consumption at the Insured's premises.

**6. Radioactive Contamination**

Directly or indirectly caused by or arising from:

- (a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

**7. War**

For any consequence of war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

**8. Asbestos**

In respect of any loss, demand, claim or suit arising out of or related in any way to asbestos or materials containing asbestos. The Insurer shall have no duty to indemnify the Insured with respect to any such loss demand claim or suit.

Notwithstanding the above in respect of the removal or control of asbestos found within any premises owned or occupied by the Insured, this Exception shall only apply to those claims arising in consequence of inhalation of asbestos fiber or damage to or loss of use of property due to the presence of asbestos.

**9. Property Worked Upon**

In respect of loss or damage to that part of any property upon which the Insured is or has been working, where the loss or damage is the direct result of such work.

**10. Pollution**

- (a) Pollution and contamination;
- (b) the cost of cleaning up, testing for, monitoring, removing, containing, treating, detoxifying or neutralizing any discharge, dispersal, release or escape of Pollution or its effects, whether or not any of the foregoing are or should be performed by the Insured or by others; or
- (c) fines, penalties, exemplary or multiple damages relating to the circumstances detailed in (a) above;

but it is agreed that in respect of Occurrence(s) other than:

- (i) those happening in the United States of America, its territories and possessions, or Canada; or
- (ii) those for Legionella which remains excluded therefrom;

(a) and (b) of this Exception do not apply if such discharge, dispersal, release or escape is sudden, unintended and unexpected and arises in its entirety at a specific time and place from one Occurrence which would otherwise give rise to liability under this Section.

**11. Contractual Liability**

Assumed under any contract or agreement in respect of:

- (a) Personal Injury or Property Damage arising from or caused by Products;
- (b) Property Damage to contract or temporary works executed by the Insured;

unless such liability would have attached in the absence of such contract or agreement.

**12. Fines/Liquidated Damages/Penalties**

For fines, penalties or liquidated damages.

**13. Libel/slander**

Arising out of libel, slander or defamation of character:

- (a) made prior to the effective date of this insurance;
- (b) which to the knowledge of the Insured is false.

**G. Extensions - Public Liability**

**1. Indemnity to Principals and Others**

The Insurer will also indemnify the following as if they are an Insured, subject to the terms of this Section and the General Terms:

- (a) in the event of the death of the Insured, his/her legal personal representative in respect of liability incurred by the Insured;
- (b) any principal with whom the Insured has entered into an agreement, to the extent required by such agreement but only in respect of liability for which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured;

and at the request of the Insured and upon written acceptance by the Insurer:

- (c) any officer or member of the Insured's catering, sports, social and welfare organization and fire, first-aid or ambulance services;
- (d) any director, partner or Employee or Volunteer in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured;
- (e) any director, partner or Employee or Volunteer in respect of liability for private work undertaken by Employees or Volunteers with the consent of the Insured;

provided that:

- (i) such person(s) shall not be entitled to indemnity under any other Policy;
- (ii) such principal/person(s) shall as though he/they were the Insured be subject to the terms of this Policy in so far as they can apply;
- (iii) the Limit of Indemnity shall not be increased hereby.

The Insurer agrees to indemnify the Insured subject to the terms of this Section and the General Terms in respect of the following:

## **2. Contingent Motor Liability**

- (a) the Insured in respect of Personal Injury or Property Damage arising out of the use of any motor vehicle:
  - (i) not owned or leased by the Insured being used in connection with the Business;
  - (ii) owned or leased by the Insured being used in circumstances unauthorized by the Insured by any person, including a director of the Insured or any Employee or Volunteer .
- (b) the Insured in respect of Personal Injury or Property Damage arising out of the use of any motor vehicle by or on behalf of any person to whom the vehicle is lent, leased or hired in circumstances where such person has failed to arrange insurance cover;

provided that the Insurer will not be liable:

- (a) in respect of Property Damage to any such vehicle owned or leased by the Insured;
- (b) whilst any such vehicle is being used outside the Policy Territory for this Section;
- (c) if the Insured is entitled to indemnity under any other insurance, except in respect of any amounts in excess of the limits applying under such insurance in which case the maximum liability of the Insurer under this Extension will be the difference between the limit applicable to such Policy and the Limit of Indemnity in respect of this Section.

## **3. Defective Premises Act 1972**

Liability attaching to the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975; provided always that the Insurer shall not provide indemnity against liability in respect of the cost of remedying any defect or alleged defect of premises disposed of by the Insured.

## **4. Legionella**

The indemnity provided by this Extension is on a CLAIMS MADE basis.

Notwithstanding Exception 10 (Pollution) in respect of any claim made against the Insured and notified to the Insurer during the Period of Insurance for:



- (a) all sums which the Insured shall become legally liable to pay for damages and/or compensation (including any award of costs) in respect of Personal Injury caused by the discharge, dispersal, release or escape of Legionella bacteria from any premises owned by the Insured;
- (b) Legal Costs and expenses of litigation incurred with the written consent of the Insured in respect of a claim against the Insured to which the indemnity expressed above applies;

provided that this Extension shall not apply to liability in respect of:

- (a) liability assumed by agreement or under contract, unless such liability would have attached in the absence of such agreement;
- (b) Personal Injury caused by the escape of Legionella bacilli from any of the Insured's premises, unless the Insured has for that premises complied with the relevant Health and Safety regulations insofar as such non-compliance arises from the Insured's failure to take reasonable precautions;
- (c) any fines, penalties, statutory payments or liquidated damages.

For the avoidance of doubt, the Insurer will not indemnify the Insured in respect of claims made against the Insured where the occurrence giving rise to the claim happened prior to the retroactive date, if any, stated in respect of this Extension.

#### **5. Unauthorized Movement of Vehicles**

Movement by an Insured of any vehicle(s) not being the property of the Insured, but only to the extent that such movement is necessary to prevent the interference by such vehicle(s) with the performance of the Business unless in circumstances where the Insured is responsible for insurance or equivalent security under any legislation governing the use of such vehicle or where indemnity is provided by any other insurance.

#### **6. Overseas Personal liability**

The Insurer will indemnify the Insured and, if the Insured so requests, any director, partner or Employee or Volunteer of the Insured or spouse (or partner) of any such person accompanying such person against legal liability in respect of Personal Injury or Property Damage incurred in a personal capacity by such individuals whilst temporarily outside their normal country of residence in connection with the Business;

provided always that indemnity will not apply to liability:

- (a) arising out of the ownership or occupation of land or buildings;
- (b) where indemnity is provided by any other insurance.

## **7. Compensation for Court Attendance**

In the event of any of the persons stated below attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section, the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- (a) any director or partner or executive of the Insured - GBP 500;
- (b) any Employee or Volunteer - GBP 250.

The Deductible does not apply to this Extension.

## **8. Member to Member Liability**

At the request of the Insured, the Insurer shall indemnify any member and or Employee or Volunteer of the Insured's social, sports and welfare organizations in like manner to the Insured;

provided that:

- (a) such member is not entitled to indemnity under any other policy;
- (b) such member shall observe, fulfill and be subject to the terms and conditions of this Policy in so far as they may apply.

## **9. Legal Defense Costs**

The Insurer will pay Legal Costs incurred by the Insured or, at the Insured's request, by any director, partner (where the Insured is a partnership), Employee or Volunteer of the Insured for the defense of a prosecution (including an appeal against a conviction) for a breach of:

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health safety and welfare of any person other than an Employee;
- 2 Part II of the Consumer Protection Act 1987;
- 3 Food Safety Act 1990;
- 4 Section 13 of the Data Protection Act 1998 and Section 19 of the Data Protection Act 1984;

or amending legislation or any legislation with similar intent enacted anywhere within the Policy Territory;

committed or alleged to have been committed during the Period of Insurance in the course of the Business; provided that:

- (a) the prosecution arises out of an Occurrence which is the subject of this Section;
- (b) the Insurer shall not be liable for fines or penalties of any kind;
- (c) the Insured is not entitled to indemnity under any other policy;
- (d) the proceedings are not consequent upon any deliberate act or omission by:
  - (i) the Insured;
  - (ii) any director or partner of the Insured;
  - (iii) any Employee or Volunteer with any specific responsibility for compliance with the legislation specified in this Extension which could reasonably have been expected to constitute a breach of the legislation specified in this Extension;
- (e) in respect of 4 above, the Insurer shall not be liable:
  - (i) for the costs of replacing, rectifying, rewriting or erasing of any personal data;
  - (ii) unless the Insured is registered in accordance with the Act(s);
  - (iii) for any claim which arose out of circumstances occurring before the inception date of this Policy.

#### **10. Advertising Liability**

- (a) Libel, slander, plagiarism or defamation;
- (b) infringement of copyright or title or slogan or other intellectual property rights;
- (c) piracy or unfair competition or idea misappropriation under an implied contract;
- (d) any invasion of the rights of privacy;

committed or alleged to have been committed in any advertising, publicity, article, internet web site activity, or broadcast or telecast arising out of the Insured's advertising activities during the Period of Insurance;

provided that the Insurer shall not be liable for liability arising from:

- (a) the failure of performance of a contract; but this Exclusion does not apply to the unauthorized appropriation of ideas based upon breach of or alleged breach of an implied contract;
- (b) infringement of trademark, service mark or trade name other than titles or slogans by use thereof in connection with goods, products or services sold offered for sale or advertised;
- (c) incorrect description or mistake in the advertised price of goods, products or services sold or offered for sale or advertised;
- (d) the failure of goods, products or services to conform with advertised quality or performance.

## Section 2 - Crisis Containment Management

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### A. Definitions - Crisis Containment Management

For the purpose of this Section:

1. **Adverse Publicity** means any negative reporting of an Insured Event in local, regional or national media (including but not limited to radio, television, newspaper and/or magazines) which has potential to cause a Material Interruption.
2. **Crisis** means any decisive, unstable or crucial time in the Insured's affairs or business resulting from an Insured Event that:
  - (a) has directly caused a Material Interruption; or
  - (b) has the potential to cause:
    - (i) imminent Financial Loss; or
    - (ii) Adverse Publicity;for the Insured if left unmanaged.
3. **Crisis Consultants** means the independent crisis consultants previously approved by the Insurer for use by the Insured in connection with a Crisis.
4. **Crisis Coverage Period** means the period of time commencing when the Crisis is first reported to the Insurer and ending not later than thirty (30) days thereafter.
5. **Financial Loss** means:
  - (i) within a 48 hour period, the price per share of the Insured's common stock decreases by 10% net of the change in the Standard & Poor's Composite Index or any other comparable index used to measure the stock exchange in which the Insured lists its common stock; or
  - (ii) a decrease greater than 20% in the consolidated revenues of the Insured.
6. **Insured** means the party or parties so defined in the Policy Schedule.
7. **Insured Event** means an occurrence that in the good faith opinion of the Insured comprises of an event or circumstance which, in the absence of crisis containment management, could potentially give rise to a claim under this Section of this Policy.

8. **Material Interruption** means a disruption or break in the continuity of the Insured's normal business operations which:
- (i) requires the direct involvement of all of the Insured's board of directors or senior executives and diverts their concentration from their normal operating duties; and
  - (ii) is likely to have a significant negative impact on the Insured's revenues, earnings or net worth.

**B. Insuring Agreement - Crisis Containment Management**

The Insurer will indemnify the Insured in respect of an Occurrence subject to the Exclusions the terms of this Section and the General Terms as a direct result of a Crisis commencing during the Period of Insurance and reported to the Insurer.

Any Crisis arising out of or based upon or attributable to related, continuous or repeated Insured Events shall be considered a single Crisis for the purposes of this Section.

**C. Co-insurance - Crisis Containment Management**

The Insured will bear the Co-insurance, which shall remain uninsured, with respect to each Crisis. The Co-insurance amount will be calculated by multiplying the incurred Crisis Consultant costs by the coinsurance percentage as detailed in the Policy Limits of Indemnity Schedule. The Insurer will reimburse the Insured, subject to the aggregate Limit of Indemnity after deducting the Co-insurance amount from the amount of the incurred Crisis Consultant costs.

**D. Limit of Indemnity - Crisis Containment Management**

The maximum amount payable by the Insurer under this Section will be subject to the aggregate limit per Crisis or all Crises starting during the Period of Insurance, subject to a coinsurance as detailed in the Policy Limits of Indemnity Schedule.

**E. Fees and Costs - Crisis Containment Management**

For the purpose of this Section only, the Insurer shall reimburse the Insured for Crisis Consultant fees and costs. Such fees and costs shall be approved and paid by the Insured and submitted to the Insurers for approval and reimbursement under this Section. Crisis Consultant costs are limited to fees or costs incurred within the Crisis Coverage Period.

**F. Exceptions - Crisis Containment Management**

For the avoidance of doubt and without limitation, the Insurer shall not in respect of this Section be obliged to indemnify the Insured as to the following:

The Insurer is not liable to indemnify the Insured directly or indirectly caused by or resulting from:

1. circumstances that affect the industry in which the Insured conducts its business activities;
2. governmental regulations which affect another country or the industry in which the Insured conducts its business activities;
3. changes in population, customer tastes, economic conditions, seasonal sales variations or competitive environment; or
4. any fraudulent act committed by any of the Insured senior executives.

**G. General Provisions - Crisis Containment Management**

The following general provisions shall be applicable to this Section 1:

**1. Changes in risk during the Period of Insurance**

During the Period of Insurance:

- (a) the Insured consolidates with or merges into, or sells all or substantially all of its assets to, any other person or entity or group of persons and/or entities acting in concert;
- (b) any person or entity, whether individually or together with any other person or persons, entity or entities, acquires an amount of the outstanding shares representing more than 50% of the voting power for the election of directors of the Insured, or acquires the voting rights of such an amount of such shares;

(either of the above events herein referred to as the "Transaction")

then the coverage provided under this Section of the Policy is amended so as to apply only to a Crisis committed prior to the effective date of the Transaction.

The Insured shall give the Insurer written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction.

**2. Requirements**

Subject to the specific requirements set out in the paragraph below, the Insured will, as a condition precedent to the obligations of the Insurer under this Section of the Policy, give immediate notice to the Insurer of any Crisis by telephoning the CRISIS CENTRE HOTLINE, available globally twenty-four hours a day, seven days a week at the following numbers:

UK / Europe / Rest of World:	+44-191 232 4998
USA / Canada:	(toll free) 1-800-945-4542

Any event that meets the following conditions will be reported to the Insurer in the time period indicated:

- (a) any event that results in regional or national media coverage (print, radio or television) and relates to an Insured Event must be reported to the Insurers within 24 hours of the media coverage, if the Insurer has not previously been notified of the event by the Insured;
- (b) any event that results in the filing of a claim or litigation against the Insured and relates to an Insured Event must be reported to the Insurer within 48 hours of the claim/litigation filing, if the Insurer has not previously been notified of the event by the Insured.

Reporting of an event does not guarantee that it will be considered an Insured Event. In all cases, when the initial reporting of the event under this Policy is made verbally, written notification containing a complete description of the event must be submitted, when requested by the Insurer, by writing to: Brett J. Vottero, Risk Manager, CISV International, 52 Mulberry Street, Springfield, Massachusetts 01105.



## **Section 3 - Disputes and Complaints**

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The Insurer will always aim to provide a first class standard of service. However, if an Insured Person has a complaint, they should, in the first instance, contact the Insurer's President at the address shown below. The Insured should quote their surname, initials, Policy number and name of the Insured shown on the Policy Schedule.

**Brett J. Vottero, President**

CISV International

2501 Nelson Miller Parkway

PO Box 436629

Louisville, KY 40253-6629

## Endorsement(s)

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Attaching to and forming part of Policy Number 00001-000 in the name of CISV International Limited:

### **Endorsement Number 1 - CP1206-1209vl Professional Indemnity Exception**

- (a) The coverage provided by this Policy will not indemnify the Insured in respect of any claims caused by or arising out of any Advice, Design, Specification or Formulae given by the Insured in a Consultancy Capacity;
- (b) Unless such Advice, Design, Specification or Formulae is ancillary to or forms part of a contract for the supply, manufacture or the erection of Products produced by the Insured in connection with the business as defined.

### **Endorsement Number 2 - CP1206-1 017vl Medical Malpractice Exception**

Sections 1 of this Policy excludes all liability for claims arising from: (a)

- the provision of any medical or paramedical services;
- (b) failure to render any medical or paramedical services;
- (c) the provision of any drugs or prescription of drugs;
- (d) the provision of equipment for use by patients;
- (e) the use of equipment for therapeutic or diagnostic purposes.

### **Endorsement Number 3 - CP1206-1 094vl Difference in Conditions/Difference in Limits Extension**

In respect of Sections 1, this Policy is a Master Policy for an International Public and Products Liability Program where local policies have been issued by the Insurers, their agent or other insurers in the countries forming part of this Program in accordance with details lodged with the Insurers.

The Master Policy will provide indemnity where

- (a) the terms and Conditions hereon are broader than the terms and conditions of the local policies forming part of this Program in respect of claims which are not payable under such local policies;
- (b) the Limit of Indemnity herein exceeds the amount of indemnity payable under the local policies forming part of this Program;

- (c) no local Policy has been issued and the Insurers have agreed to provide non-admitted coverage under the Master Policy.

Any claims payments made under the local policies issued by the Insurers or their agent forming part of this Program shall be deducted from the Limit of Indemnity stated in the Schedule for this Master Policy.

Should the Limit of Indemnity of this Master Policy be exhausted, no further claims payments shall be made under the local policies forming part of this Program or, if the local Policy necessarily remains in force, the Policyholder will reimburse the Insurers for any additional payments or expenses incurred.

**Endorsement Number 4 - CP1206-1902v1  
Deductible Endorsement**

It is hereby understood and agreed that the Deductible stated in the Schedule is as follows:

**Deductible:**

**GBP 2,500** each and every claim

This Deductible only applies to Sections 1 of the Policy.

**Endorsement Number 5 - FF1**

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**Tour Operators Liability Exception**

Section 1 of the Policy excludes all liability arising out of the activities of Tour Operators/Travel Agents.

**Endorsement Number 6 - FF2**

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**USA-Canada Jurisdiction Exception**

Definition 2 is deleted and the following substituted therefore:

**Policy Territory**

Solely in respect of Section 1, Policy Territory shall mean anywhere in the World; provided that the claim against the Insured is made, and the proceedings for Damages are brought in, a country other than the United States of America, its territories and possessions, Canada or any country or territory where:

- (i) any government embargo or sanction prohibits the Insured from trading;  
or

- (ii) any government embargo or sanction prevents the Company from providing insurance or Legal Proceedings are brought to enforce an award or judgment made in the places specified above, whether by way of reciprocal agreement or otherwise.

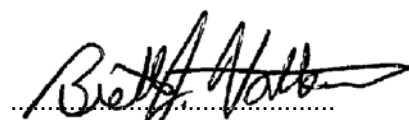
**Endorsement Number 7 - FF3**

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**USA-Canadian Domicile Exception**

It is hereby understood and agreed that the indemnity provided under this Policy shall not apply to any liability in respect of member institutes/committees/charters domiciled in the United States of America, its territories and possessions, or Canada in respect of the legal liability arising from occurrences anywhere in the world.

**All other terms and conditions of this Policy remain unaltered.**

  
.....  
(Authorized Representative)  
Dated 01 February 2019