Liberty Specialty Markets

SPORTSCOVER EUROPE

SPORTS LIABILITY INSURANCE

POLICY WORDING

October 2025

www.sportscovereurope.com

The company's head office and registered address is: Sportscover Europe Limited, 6th Floor, Sackville House, 143-149 Fenchurch St. London, EC3M 6BN Registered in England and Wales No. 3726678. Authorised and regulated by the financial conduct authority. Registration number: 308 372.

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WELCOME TO SPORTSCOVER EUROPE

About Sportscover

Sportscover is one of the world's leading sports insurance underwriters, with an accredited broker network stretching across the globe and dealing in accident, liability, property, and contingency insurances for sport.

Led by Martin Crannis CEO, Sportscover Europe has been trading in Europe since 1999 and has developed into a world-renowned specialist that boasts more than a million clients spanning a diverse range of sporting activities.

Our services include risk management, marketing support, information and educational services as well as exceptional customer service and an unrivalled knowledge and expertise in sports and leisure insurance.

We are authorised by the Financial Conduct Authority.

Our Firm Reference Numbers and other details can be found on the Financial Services Register at **https://www.fca.org.uk/**

About Liberty

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

www.libertyspecialtymarkets.com

ABOUT THIS POLICY

This is your Sports Liability Insurance Policy, which sets out the insurance cover you have requested, and we have agreed to provide.

Insuring Agreement

In return for **You** paying the premium shown in the **Schedule**, and any applicable **Excess**, **We** will provide the cover given in this **Policy** subject to all limits, terms, conditions, notices, and exclusions of this **Policy**.

Law and Jurisdiction

This **Policy** is subject to the law of England and Wales and to the exclusive jurisdiction of the courts of England and Wales.

Policy interpretation

In this **Policy**:

a) a reference to any regulation or statutory provision will include reference to that provision as (i) amended, re-enacted, or replaced from time to time or (ii) any equivalent legislation to the same general intent and effect in any other jurisdiction,

b) if any term, condition, exclusion or endorsement or part of this **Policy** is found to be invalid or unenforceable, then the remainder will be in full force and effect,

c) any reference to the singular will include reference to the plural, and any reference to the plural includes the singular,

d) the word 'person' refers to any entity or natural person unless otherwise specified by the **Policy**,

e) where consent by **Us** is required, such consent will not be unreasonably delayed or withheld,

f) headings are for information purposes only and are not to be construed as part of the **Policy**.

Please contact **Your Broker** as soon as possible if:

a) anything needs correcting, or

b) **You** have any questions in relation this **Policy**.

Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

Renewal of this insurance

When **Your Policy** is due for renewal, **We** may offer to renew it for **You** automatically. This means **You** do not need to confirm **Your** intention to renew before this **Policy** ends. If **We** offer to do this for **You**, **We** will write to **Your Broker** or **You** directly at least 21 days before the **Period of Insurance** ends with full details of **Your** next year's premium and **Policy** terms and conditions. If **You** do not want to renew this **Policy**, please contact **Your Broker** or **Us** directly. Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to **Your Broker** or **You** directly at least 21 days before the expiry of **Your Policy** to allow enough time for you to make alternative insurance arrangements.

In Witness this Certificate has been signed at the place stated and, on the date, specified in the Schedule by Sportscover Europe Limited.

MARTIN CRANNIS

Authorised Signatory

Sportscover Europe Limited

SPORTS LIABILITY POLICY

GENERAL DEFINITIONS

Definitions are set out below unless otherwise shown in a particular **Policy** section. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this **Policy**, the **Schedule** or any endorsement relating to this **Policy** in **coloured, bold type**. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

1. **Abuse or Molestation** means any physical, mental or emotional abuse including but not limited to harassment or bullying, voyeurism, invasion of privacy, mistreatment or maltreatment, neglect, any act of a sexual nature or any act undertaken with a sexual motive or any situation where **You** had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental and/or emotional) of a victim and were in breach of that duty to protect those in **Your** care either through negligence or vicariously for the acts and/or omissions of **Your Employees**, **Members** or **Coaches/Referees**.

2. **Act of Terrorism/Terrorism** means any act by a person or group(s) of persons, such as causing or threatening bodily injury or damage to property, committed for political, religious, ideological, or similar purposes with the intention to influence any government and/or to put the public in fear.

3. **Aircraft** means any vessel, craft, **Vehicle**, kite, hang glider, balloon, or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes.

4. **Bodily Injury** means death, injury, illness, disease, mental anguish, or nervous shock of or to any person.

5. **Broker** means the insurance broker who arranged this insurance for You, where applicable.

6. **Business** of the **Insured** is that of a sporting club and/or member of the sporting association, league or entity stated in the **Schedule**. The business includes all activities connected with the **Sport** or activity including responsibilities as landlord, tenants, property owners and organisers of social and fund-raising activities.

7. **Category 4 Sports** means Rugby Union, Rugby League, Football, Gaelic Football, Gridiron, Australian Rules Football, Kick Boxing, Boxing, Martial Arts, Cycling and all other contact sports.

8. **Claim** means:

Any

8.1. written or oral demand for damages, or

8.2. Letter of Claim or any other correspondence pursuant to any pre-action protocol pursuant to the Civil Procedure Rules (England and Wales), or

8.3. civil proceedings (including any counterclaim against any **Insured**), or

8.4. notice of mediation, adjudication, or arbitration proceedings

against the **Insured** and which arises out of the **Business**.

9. **Coach/Referee** means a person who is a member of the club, an association, a league, or entity who:

a) accordance with the requirements of the **Sport** or activity nominated in the **Schedule** and/or a person with a minimum of coaching or refereeing experience in the nominated **Sport** or activity, indicated in the **Schedule**.

10. **Company's Computer System** means a computer system leased, owned, or operated by or which is made available or accessible to the **Insured** for the purpose of storing and processing the **Insured's** electronic data or software.

11. **Compensation** means damages awarded to claimants and includes interest which may be awarded upon damages or incurred upon a judgment debt and claimants' costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated, or exemplary damages.

12. **Costs and expenses** mean:

12.1. Reasonable and necessary costs and expenses incurred by **You** with **Our** written consent in respect of any claim against **You**.

and for which **You** may be entitled to Indemnity under this **Policy**.

12.2. Reasonable and necessary costs and expenses of legal representation at any coroner's inquest or fatal accident inquiry in respect of any death.

13. **Cyber Event** means any Cyber Act or Cyber Incident.

13.1. A Cyber Act is an unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

13.2. A Cyber Incident is:

a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

13.3. A Computer System is any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

14. **Employee** means any person who is:

14.1. employed under a contract of service or apprenticeship with **You**;

14.2. a labour master or person supplied by him;

14.3. employed by labour only sub-contractors;

14.4. self-employed and working for **You** and under **Your** control;

14.5. hired to or borrowed by **You**;

14.6. supplied to **You** for the purpose of study work or training experience;

14.7. a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;

14.8. a voluntary helper while working under **Your** supervision and control and in connection with the **Business**; or

14.9. an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.

15. **Excess** means the first amount of any **Claim** payable by the **Insured**, specified in the **Schedule**.

16. Fungus, Mildew and Mould includes but is not limited to any form or type of Mould, Mildew, mushroom yeast, or bio-contaminant. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any Fungus/fungi.

17. **Indemnity / Indemnify/ Indemnified / Indemnifiable** means the principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the policy terms and conditions and applicable policy limits and excess.

18. **Insured** means **You** and at **Your** request:

18.1. any director, executive officer, committee member, officeholder, **Employee**, **Coach** of the club, association, league, or entity but only whilst acting within the scope of their duties in such capacity;

18.2. any registered **Member** of the club, association, league or entity or voluntary worker but only whilst acting in connection with club, association, league, or entity activities and whilst conforming to the rules and by-laws. The **Member** will only be entitled to **Indemnity** under this **Policy** to the extent that said **Member** is not entitled to Indemnity under any other **Policy** of insurance;

18.3. any owner of plant in respect of the hire of said plant to the club, association, league, or entity named in the Schedule but only to the extent required under written contract or agreement;

provided that if Indemnity is extended to any party described in paragraphs 18.1 to 18.3 above that party will be subject to the terms of this Policy so far as they can apply and in any event the Insurer's liability will not exceed the applicable limit of indemnity specified in the Schedule.

19. **Insurer** means Liberty Mutual Insurance Europe SE UK Branch.

20. **Landing Area** means any part of earth's surface including water or any structure or property used for embarkation or disembarkation of people or loading or unloading of goods or where **Aircraft** are kept, housed maintained or operated and where **Aircraft** may take off and land.

21. **Medical Persons** means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.

22. **Member** means any **Member**, temporary player or other person actively engaged in and appropriately registered for the purpose of playing the **Sport** or activity specified in the **Schedule**.

23. **Occurrence** means an event, including continuous, repeated exposure to substantially the same general condition, which results in **Bodily Injury** or **Property Damage** neither expected nor intended from the standpoint of the **Insured**.

24. **Offshore** means from the time of embarkation by an **Employee** onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that **Employee** from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel.

25. **Period of Insurance** means the **Period of Insurance** stated in the **Schedule**.

26. **Policy** means:

    26.1. all the terms, conditions, definitions, exclusions, and limitations contained in this **Policy**; and

    26.2. the **Schedule**; and

    26.3. any endorsements attaching to and forming part of this **Policy**, either at inception or during the **Period of Insurance**.

27. **Pollution** means:

    27.1. pollution or contamination by naturally occurring or man-made substances, forces, organisms, or any combination of them whether permanent or transitory; and

    27.2. all loss, damage or injury directly or indirectly caused by such pollution or contamination.

28. **Principal** means the other party to a contract or agreement for whom **You** are undertaking work or services or providing **Products** where such party is responsible for setting out the terms of the contract or agreement.

29. **Product** means any property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured for the purpose of the **Sport** specified in the **Schedule**. For the purpose of clarity, "**Product**" is deemed to include food and drink sold or supplied by **You** as part of the **Sport**.

30. **Property Damage** means accidental loss of or damage to property and includes loss of use of property.

31. **Schedule** means the document issued to the Insured and which specifies the particular details of this insurance including the **Insured's** details the **Period of Insurance** and the limit of indemnity and which forms part of this **Policy**.

32. **Sport** means being physically engaged in the Sport(s) or activity specified in the **Schedule** and includes all official activities connected therewith.

33. **Territorial Limits** means.

    33.1. the **United Kingdom**;

    33.2. elsewhere in the world in respect of;

    any act or omission occurring within the territories specified in 33.1 above;

    the acts or omissions of persons normally resident in the territories specified in 35.1 above but temporarily engaged in the **Business** outside those territories;

    unless otherwise specified on the **Schedule**.

34. **United Kingdom** means England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, and territorial waters.

35. **Vehicle** means any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal power.

36. **Watercraft** means any vessel, craft, **Vehicle**, or appliance made or intended to float on or in or travel on or through or under water.

37. **We/Us/Our** means Sportscover Europe Limited as underwriting agent of the **Insurer**.

38. **You/Your** means the club, association, league, or entity named in the **Schedule**.

HOW TO MAKE A CLAIM

If an event giving rise to a **Claim** under this **Policy** occurs, please, as soon as possible, use the contact details below to notify **Us** about your **Claim**., quoting **Your** policy number. **Our** contact details are:

Davies Group
PO Box 2801
Stoke on Trent
ST4 9DN

Email: **LibertyNewClaims@davies-group.com**

Telephone: 0344 856 2364

Things you must do...

You must comply with the following conditions. If **You** fail to do so, the **Insurer** may not pay **Your** claim, or any payment could be reduced. It is **Your** responsibility to prove any loss and therefore **We** may ask **You** to provide any relevant information, documents, and assistance **We** may require to help with **Your** claim. **You** must:

1. Notify **Us** as soon as possible of the discovery of any **Occurrence**, or circumstance which may give rise to a claim under this **Policy**.
2. Comply with any reasonable request made by Us for information in relation to any claim made under this **Policy**.
3. Forward to **Us** directly as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against **You**. This includes any letter, **Claim**, summons or other legal document and any related correspondence **You** receive. **You** must not respond to any of this correspondence, without the **Insurer's** written permission.
4. Inform **Us** as soon as possible of the notice of any impending prosecution or inquest which may give rise to a claim under this **Policy** and comply with any reasonable request made by **Us**.
5. Not admit liability or offer or promise or agree to settle any **Claim** without the **Insurer's** written permission.
6. Take all reasonable care to limit any loss, damage, or injury.

For details of **Our** rights and **Your** rights once a **Claim** has been made, please see the Claims Conditions section on page 24.

HOW TO CANCEL

1. **Notice**

   Please send written notice that **You** would like to cancel **Your Policy** to:

   Sportscover Europe
   6th Floor, Sackville House, 143-149 Fenchurch St. London, EC3M 6BL

   Email address: **info@active-risk.com**

   Telephone Number: 0207 444 1770

2. **Cooling Off Period.**

   2.1 This insurance has a cooling off period of fourteen (14) days. **You** have a statutory right to cancel **Your Policy** within fourteen (14) days from the day of purchase or renewal of the contract or the day on which **You** receive **Your Policy** or the renewal documentation, whichever is the later, from either:

   - the date **You** receive this insurance documentation; or
   - the start of the **Period of Insurance**;

   whichever is the latter.

   We will provide a full refund of the premium paid, but **You** will not receive any refund of premium if **You** have made a claim on this insurance. Cancellation at any other time will be as detailed as follows.

3. **Your Right to Cancel**

3.1 You may cancel this insurance after the cooling off period by giving Us 30 days' notice in writing to Our address as stated in this Policy.

4. **Our Right To Cancel**

4.1 We may cancel this insurance where there is a valid reason by giving You 30 days' notice in writing to Your last known address. Examples of valid reasons are as follows:

a) Non-payment of premium.

b) A change in risk occurring which means that We can no longer provide You with insurance cover.

c) Non-cooperation or failure to supply any information or documentation We request.

d) Failure to inform Us of changes to information provided by You or that have been requested by Us.

5. **Return of Premium (after the cooling off period)**

5.1 Any return premium due to You will depend on how long this insurance has been in force and whether You have made a claim under the policy.

5.2 If the premium at the commencement of the Period of Insurance has not been calculated on any estimates provided by You;

5.2.1 if We cancel this insurance, We will return that proportion of the premium stated in the Schedule as the time this Policy has been in force bears to the Period of Insurance; or

5.2.2 if You cancel this insurance will return that proportion of the premium stated in the Schedule as the time this Policy has been in force bears to the Period of Insurance, less £25 administration fee.

5.3 If the premium at the commencement of the Period of Insurance has been calculated on any estimates provided by You, it will be adjusted in accordance with "Adjustment of premium" section 6 below.

5.4 However, despite clauses 5.2 and 5.3 above if the Insurer has paid any claim, in whole or in part, You will not receive any refund of premium.

5.5 You will be responsible for cancelling any Direct Debit Mandate (if applicable).

YOUR RESPONSIBILITIES

This section has details of obligations You have under the Policy. You must ensure that You have carried out the following.

Fair Presentation of Risk

You have a responsibility before entering into this Policy (or before any variation to it during the Period of Insurance or subsequent renewal) to make a fair presentation of the risk to Us.

A fair presentation of the risk is one where:

a) You disclose to Us every material circumstance which You know or ought to know, or

b) failing that, You must give Us sufficient information that would put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances, and

c) You make the disclosure as required under a) and b) above, to Us, in a reasonably clear and accessible way, and

d) You ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

A matter is material if it would influence the judgement of a prudent insurer in determining whether to insure the risk, and, if so, on what terms (including premium).

You are expected to know and will be deemed to know matters that should reasonably have been revealed by a reasonable search of information available to You. The information may be held within Your organisation, or by any third party, for example Your Broker, affiliates, or any other Insured. The reasonable search may be conducted by making enquiries or by any other means.

Remedies – Breach of Duty to give a Fair Presentation

If **You**, or anyone on **Your** behalf, breaches the duty of fair presentation to **Us** and it is deliberate or reckless, then **We** may deem this **Policy** void and refuse to pay all claims from the start of the **Period of Insurance** or date of variation, as applicable. **We** need not return any premium to **You**. **You** must also repay **Us** any payments that **We** have made under this **Policy**.

If **You**, or anyone on **Your** behalf, breaches the duty of fair presentation to **Us** and it is not deliberate or reckless, and if **We** would have:

a) charged a higher premium, then **We** may reduce proportionately any amount to be paid or already paid under the **Policy**. In those circumstances, **We** will pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

b) entered into the **Policy** on different terms (other than terms related to the premium) then those terms will apply from the start date of **Policy** or variation as applicable.

c) not entered into this **Policy** or, if applicable, into a variation of this **Policy**, on any terms, then **We** may avoid this **Policy**, or such variation of this **Policy**, from the start of the **Period of Insurance** or variation, as applicable. In those circumstances **We** will return the premium received for this **Policy**, or such additional premium received for the variation of this **Policy**, to **You**. Any amount paid or incurred by **Us** under this **Policy**, or as a result of such variation of this **Policy**, must be promptly repaid to **Us** by **You**.

Disclosure Barring Service Checks

Where **Employees** and **Volunteers** are working with Children or vulnerable people. All must have passed The Disclosure Barring Service checks. The Policy will exclude any liability arising directly or indirectly from any individual who have not passed the Disclosure Barring Service checks.

Coaching Qualifications

In respect of sports coaching; all **Coaches** must be suitably qualified to coach the sport in question in accordance with the relevant recognised national governing body requirements, or where such a formal qualification does not exist, **Coaches** must possess a minimum of three years' practical coaching experience for the sport in question.

If this condition is not complied with, the policy coverage under the Public and Products Liability Section will not be operative.

Qualified Person Registration

The **Insured** must give notice in writing to **Us** as soon as possible if the statutory registration and/or licensing of a **Qualified Person** or the club (if the **Insured** specified in the **Schedule** is a club) lapses or is cancelled, suspended, or terminated. **Insurers** shall have the right upon receipt of such notice to amend policy terms and conditions.

Sub-Contractor Public Liability Insurance

In respect of work commencing within the **Policy Period**, **We** will not cover **You** in respect of **Bodily Injury**, loss or damage to **Property** arising out of or caused by work undertaken on **Your** behalf by Bona Fide Subcontractors unless such Subcontractors have in force throughout the duration of any work undertaken by them for **You**, and for which **You** obtain and retain a written record as follows:

a. Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees; and

b. Public Liability insurance covering legal liability for **Bodily Injury** to any person other than as described above under (a) and loss or damage to **Property** that:

    (i) is subject to a limit of indemnity not less than that applying to this Section and shown in the **Schedule**;

    (ii) includes an **Indemnity** to **Principal** extension; and

    (iii) covers the work to be undertaken by Bona Fide Subcontractors on **Your** behalf.

This condition does not apply where Bona Fide Subcontractors are engaged to carry out any work on **Your** behalf in an emergency and there is insufficient time to obtain written evidence of insurance provided that **You** must obtain verbal confirmation from such Subcontractors that insurance is described in (a) and (b) above and is in force and confirm such conversation in writing and retain a copy as a written record.

If this condition is not complied with, the policy coverage under the Public and Products Liability Section will not be operative.

FIRE SAFETY

If **Your** premises or any part of **Your** premises to which this Insurance applies are in:

- **England or Wales**

  and **Your** premises are or become subject to the Fire Safety Order 2005 or orders made under that Act then a 'responsible person' must carry out, and keep up to date, a risk assessment and implement appropriate measures to minimise the risk to life and property from fire;

- **Scotland**

  and **Your** premises are or become subject to the Fire Safety (Scotland) Regulations 2006 or orders made under those regulations then those persons with responsibility for Your premises must ensure the safety of others by putting in place appropriate fire safety measures based on an assessment of risk;

- **Northern Ireland**

  and **Your** premises are or become subject to the Fire and Rescue Services (Northern Ireland) Order 2006 ("FRS") or the Fire Safety Regulations (Northern Ireland) 2010 or orders made under those regulations then:

  a) a fire risk assessment must be undertaken by the responsible person as required by the FRS; and

  b) the appropriate person with control over **Your** premises must take responsibility for ensuring those premises reach the required fire safety standard.

If this condition is not complied with, the policy coverage under the Public and Products Liability Section will not be operative.

Fire Doors

You must keep all doors and/or fire escapes unlocked and free of obstructions at all times during the opening hours of the **Business**.

If this condition is not complied with, the policy coverage under the Public and Products Liability Section will not be operative.

Local Authority Licence

You must under this Insurance obtain, when necessary, a licence from the local Authority to operate **Your Business** at the premises as stated in the **Schedule**.

If such licence is withdrawn or refused, then the cover provided by this Insurance under the Public and Products Liability Section will automatically end.

PUBLIC & PRODUCTS LIABILITY SECTION

The cover under this section is occurrence based. That means it provides cover for an **Occurrence** that happens during the **Period of Insurance**.

Insuring Agreements (what is covered)

(Applicable to this Public & Products Liability Section only)

In accordance with the exclusions, conditions and definitions of this **Policy** the **Insurer** agrees:

to Indemnify the **Insured** for their legal liability to pay **Compensation** and **Costs and expenses** incurred with **Our** consent as a result of:

a) accidental **Bodily Injury** to any person other than any **Employee**; or

b) accidental **Property Damage**; or

c) obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water:

caused by an **Occurrence** during the **Period of Insurance**, in connection with the **Business** and within the **Territorial Limits**.

Extensions of cover (Only Operative if Stated in Policy Schedule)

(Applicable to this Public & Products Liability Section only)

1. Defective Premises Act

1.1. The **Insurer** will **Indemnify** the **Insured** in the terms of this **Policy** against legal liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **Bodily Injury** or damage occurring within a period of six years from the expiry or cancellation of this **Policy**.

1.2. This **Indemnity** does not apply to any costs or expenses incurred in repairing, replacing, or making any refund or payment in respect of any such premises.

1.3. The **Insurer** will not be liable under this extension if the **Insured** is entitled to **Indemnity** under any other insurance.

2. Consumer Protection Act

2.1. The **Insurer** will **Indemnify** the **Insured** up to the limit of indemnity in respect of

2.1.1. the costs of prosecution awarded against the **Insured** and any of the **Insured's Employees**; and

2.1.2. legal fees and expenses incurred with **Our** consent;

in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of Part ll of the Consumer Protection Act 1987 or of Part ll of the Food Safety Act 1990 as long as the proceedings relate to an offence committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.

2.2. The **Indemnity** will not apply:

2.2.1. where **Indemnity** is provided by any other insurance;

2.2.2. in respect of proceedings resulting from any deliberate act or omission.

3. Contingent Vehicle Liability

3.1. Despite" Exclusion 7" of this Section of this **Policy** and provided the **Insured** is not more specifically insured under any other **Policy** the **Insurer** will **Indemnify** the **Insured** in the terms of this **Policy** in respect of **Bodily Injury** or **Property Damage**:

3.1.1. caused by any **Vehicle** owned by or in the possession of or being used by or on behalf of the **Insured** which is:

a. not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation;

b. designed or adapted primarily for use as a tool but this indemnity will not apply to liability in respect of which any road traffic legislation requires insurance or security.

3.1.2. arising during the act of loading or unloading a motor Vehicle or the bringing to or taking away of a load from such Vehicle;

but the Insurer will not Indemnify the Insured against legal liability resulting from a Vehicle being used outside the United Kingdom.

4. Sudden Pollution

Pollution which is the direct result of a sudden, identifiable, unintended, and unexpected event occurring in its entirety at a specific time and place during the Period of Insurance.

The Insurer shall be entitled to refuse to pay any Claim under this extension:

a. if the Insured has not taken all practical precautions to prevent Pollution; or

b. if Injury or Damage or the entire event giving rise to the Injury or Damage did not occur during the Period of Insurance.

c. This extension does not apply to any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award settlement either in whole or in part.

d. This extension does not apply to or include legal liability for Damage to premises presently or at any time previously owned or tenanted by the Insured or from Damage to land or water within the boundaries of or below any land or premises presently or at any time previously owned or leased by the Insured.

e. The Insurer's liability under this extension for all Occurrences combined throughout the Period of Insurance shall not exceed the sub-limit for Pollution Liability stated in the Schedule, which shall be a part of and not in addition to the Limit of Liability stated in the Schedule.

5. Cyber Liability

Insuring Agreement

This Extension is written on a 'CLAIMS MADE' basis and only covers an Occurrence that occurs after the Retroactive Date and in respect of which a claim is both first made against You and notified to Us during the Period of Insurance.

Notwithstanding General Exclusion 6, and in consideration of payment of an additional premium, the Insurer agrees, subject to the terms, conditions, limitations and exclusions of this Policy to indemnify the Insured against:

(a) Costs and Expenses arising from any Claim for a Cyber Event; and

(b) all sums which the Insured becomes legally liable to pay as damages (including claimants' costs, fees and expenses);

provided that the Claim:

(i) is both first made against the Insured and notified to the Insurer within the Period of Insurance or the Extended Reporting Period; and

(ii) arises from the Business and within the Territorial Limits and after the Retroactive Date.

Conditions Applicable to this Extension

The **Insured** must ensure that they comply the following conditions in order for a valid **Claim** to be made under this Extension

1. **Precautions**

   The **Insured** must protect its **Company's Computer System** by:

   (a) having virus protection software operating in place which is running, correctly configured and regularly or automatically updated;

   (b) encrypting and controlling the access to the **Company's Computer System** and external devices including plugin devices networked to the **Company's Computer System**;

   (c) changing all passwords on information and communication assets no less frequent than once per year, and cancel any username, password or other security protection after it knew or had reasonable grounds to suspect that it had been available to any unauthorised person;

   (d) having an operational system for logging and monitoring user activity on the **Company's Computer System**.

2. **Claims Made Coverages**

   Where cover is provided on a 'Claims Made' basis and if during the **Period of Insurance** the **Insured** becomes aware of any facts, circumstances, incidents or events which might reasonably be expected to give rise to a claim or claims and notifies **Us** during the **Period of Insurance** or within any applicable extended reporting period, any claim or claims later made against the **Insured** arising out of or relating to such facts, circumstances, incidents, or events shall be deemed to have been first made against the **Insured** during the **Period of Insurance**.

Limit of Indemnity

The liability of the **Insurer** under this Extension including all damages and **Costs and Expenses** in respect of any one **Claim** and in the aggregate for all **Claims** first made during the Period of Insurance shall not exceed GBP 25,000.

Exclusions Applicable to this Extension

The Insurer shall not be liable under this Extension of the **Policy** in respect of any **Claim**, **Costs and Expenses** or any other costs or damages or any other liability arising directly or indirectly out of or in any way relating to:

1. any criminal investigations or proceedings or any civil investigations or proceedings initiated by a government agency or authority
2. any expense to investigate or correct a deficiency in the **Insured's** systems, employee management, vendor management, internal` systems, procedures, computer network, **Company Computer System**, system firewalls, antivirus or any other physical or procedural security which may have contributed to the **Cyber Loss**
3. reimbursement, compensation, damages, benefits, fees or expenses (other than **Costs and Expenses** arising in defence of any **Claim**) incurred by the **Insured** or any of the **Insured's Employees**
4. any other expenses or costs not included within **Costs and Expenses**
5. any consequential loss
6. any threat, extortion or blackmail, including, but not limited to, ransom payments and private security assistance
7. any alleged or actual **Cyber Loss** arising from out of a personal data breach in the course of the **Business** and incurred by the **You** due to:

   (a) material damage under Article 82 of the General Data Protection Regulation; or

   (b) Data Protection Act 2018 Sections 168 and 169; or

   (c) the General Data Protection Regulation 2016/679 and the UK General Data Protection Regulation; or as may be amended, re-enacted or replaced from time to time; or

   (d) any other equivalent local legislation of substantially similar intent.

All other terms and conditions of this Policy remain unchanged.

Limit of Indemnity

(Applicable to this Public & Products Liability Section only)

The liability of the **Insurer** under this Section of this **Policy** in respect of any one **Claim** will not exceed the applicable limit of indemnity specified in the **Schedule**, except that:

a. the **Insurer's** aggregate liability in respect of **Products Liability** during any **Period of Insurance** will not exceed the limit of indemnity specified in the **Schedule**;

b. **Costs and expenses** will be payable;

i) Inclusive of the applicable limit of indemnity specified in the Schedule; but;

unless this insurance is specifically endorsed to the contrary.

Exclusions (what is not covered)

(Applicable to this Public & Products Liability Section only)

The **Insurer** will not **Indemnify** the **Insured** against any **Claim**, loss, liability, costs, or expenses of any nature in any way caused by or resulting from:

1. **Bodily Injury** to any **Employee** arising out of or in the course of employment by **You** in the **Business**.

2. damage to property owned, leased, or hired by or under hire purchase or loaned to the **Insured** or otherwise in the **Insured's** or the **Insured's Employees** care, custody, or control, but this exclusion does not apply to:

a. premises (including its contents) and other property temporarily occupied by the **Insured** for the purpose of the **Sport**;

b. **Employee's** and visitor's clothing and personal effects for an amount not exceeding £10,000 GBP. In respect of any such **Occurrence** the **Insured** will bear the first £100 GBP of each and every claim;

c. premises occupied under a lease by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement. In respect of any payment for **Property Damage** caused by fire or explosion the **Insured** will bear the first £100 of each and every claim.

3. malicious damage caused by any **Insured** or others for whom the **Insured** is responsible.

4. damage to or loss of or the cost of repair, reconditioning, replacement, removal or recalling of any. **Product** or component part.

5. any **Products** which

to **Your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies, or protectorates; or

are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, airplane device, hovercraft, or waterborne craft or for marine or aviation purposes.

6. the ownership, maintenance, operation, preparation or use by or on behalf of the **Insured** of:

6.1. any **Aircraft** or hovercraft, or

6.2. any property or structure used as a **Landing Area** for **Aircraft** provided such liability arises out of such use as a **Landing Area**, or

6.3. any **Watercraft** or vessel exceeding 8 metres in length; but this Exclusion 6.3 will not apply with respect to operations by independent contractors.

7. the ownership, maintenance, operation or use by or on behalf of the **Insured** of any **Vehicle**.

8. any:

8.1. assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any **Insured**.

8.2. sexual assault, sexual harassment, or rape

9. actual or alleged **Abuse or Molestation**.

10. vibration or from the removal or weakening of or interference with support to land, buildings, or any other property.

11. explosion or collapse of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation.

12. any **Bodily Injury** caused, or contributed to, by any participant to any other participant whilst participating in the **Sport**, match or practice of any **Category 4 Sports** unless specified in the Schedule.

13. **Fungus, Mildew and Mould**. This exclusion includes but is not limited to:

13.1. **Bodily Injury**, **Property Damage** or medical payments arising out of, resulting from, caused by, contributed to by the existence, inhalation or exposure to any **Fungus**/fungi and/or Spore(s);

13.2. Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any **Fungus**/fungi or Spore(s); or

13.3. Any obligation to share with or repay any person, organisation or entity related in any way to items 13.1 and 13.2 above regardless of any other cause, event, material, **Product** and or building component that contributed concurrently or in any sequence to the **Bodily Injury** or **Property Damage**.

14. defamation, libel, slander, or breach of copyright.

15. for any **Bodily Injury** arising out of Acquired Immune Deficiency Syndrome (AIDS), or Chronic Traumatic Encephalopathy (CTE) in any form, howsoever these illnesses may have been acquired or may be named.

16. any form of performance, surety, credit, or financial guarantee.

17. arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.

18. any economic or pecuniary loss where no **Bodily Injury** or damage to tangible property occurs.

19. any of the following:

19.1. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;

19.2. the presence of artificial sun tanning equipment on the **Insured's** property.

20. any of the following:

20.1. advice, design, or specification given by the Insured for a fee; or

20.2. professional services rendered by the **Insured** or on the **Insured's** behalf.

However, this exclusion will not apply to **Bodily Injury** as a result of services rendered by **Coaches/Referees**.

21. a Communicable Disease or fear or threat of a Communicable Disease. For the purpose of this Exclusion, Communicable Disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal, or species by any means.

Conditions

(Applicable to this Public & Products Liability Section only)

These are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We reserve the right** to reject a claim payment, or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

1. In the event of an **Occurrence**, the **Insured** must as soon as possible take at its own expense all reasonable steps, including recall of any of the **Insured's Products**, to prevent other **Bodily Injury** or **Property Damage** from **arising** out of the same or similar conditions. Such expense will not be recoverable under this **Policy**.
2. The **Insurer** must be permitted but will not be obliged to inspect the **Insured's** property and operations at any time after giving reasonable notice. Neither the **Insurer's** right to make inspections nor the making of an inspection nor any inspection report will constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that the property or operations are safe. The **Insurer** may after giving reasonable notice examine and audit the **Insured's** books and records at any time during the **Period of Insurance** and extension of the **Period of Insurance** within three years after the final termination of this **Policy**, as far as they relate to the subject matter of this insurance.
3. The inclusion of more than one person or organisation as **Insured** under this **Policy** will not in any way remove the right of any one insured person or organisation to claim against another. This provision however will not under any circumstances operate to increase or aggregate the limit of indemnity stated in the **Schedule**.

PROFESSIONAL INDEMNITY SECTION

Definitions

(Applicable to this Professional Indemnity section only)

This section is a claims made section meaning it provides cover only in relation to:

a) valid **Claims** which are first made during the **Period of Insurance**, or

b) circumstances that may give rise to a covered **Claim** first discovered by **You** during the **Period of Insurance**,

and notified to **Us** in accordance with the notification conditions set out under the Claims Conditions and How to Make a Claim.

1. For the purpose of this section only, **Insured**, as defined under the "General Definitions", automatically extends to include the **Qualified Person** who committed or is alleged to have committed the negligent act, error or omission giving rise to a **Claim**, provided that the **Qualified Person** is subject to and complies with the terms of this **Policy**.

2. **Qualified** means that person has either the necessary and appropriate:

   2.1. qualifications and/or registration and/or accreditation and/or licensing from an accredited sports institute or the **Sport's** national association or governing body; or

   2.2. authorisation from the **Sport's** national association or governing body or its regional representative to whom or which this authority is devolved.

3. **Qualified Person** means a **Qualified** person appointed by the club, league or association noted in the **Schedule** to act as a **Coach**/official but only whilst acting in the scope of their duties in such capacity.

4. **Retroactive Date** means the date specified in the **Schedule** as the **Retroactive Date**.

5. **Sport** means the sport(s) in which the club, league or association engages, specified in the **Schedule** and includes all official activities connected with the sport(s).

Insuring Agreements (what is covered)

(Applicable to this Professional Indemnity section only)

In accordance with the exclusions, conditions and definitions of this **Policy**, the **Insurer** agrees to **Indemnify** the **Insured** in respect of the **Insured's** legal liability to pay **Compensation** resulting from any **Claim** alleging a breach of professional duty whether that duty is owed in contract or otherwise arising from any negligent act, error or omission of a **Qualified Person** whenever or wherever committed or alleged to have been committed in connection with the **Sport**, provided that:

1. the **Claim** is made against the **Insured** during the **Period of Insurance** and notified as soon as possible in writing to the **Insurer** during the **Period of Insurance**; and

2. the alleged negligent act, error or omission occurred subsequent to the **Retroactive Date** and within the **Territorial Limits**.

However, provided that the **Insured** gives the **Insurer** notice in writing of any circumstances which might give rise to a **Claim** against the **Insured**:

a. as soon as possible after the **Insured** becomes aware of those circumstances; and

b. before the expiry of the **Period of Insurance**;

then this insurance will respond to any subsequent **Claims** connected directly to those circumstances, even though no **Claim** has actually been made against the **Insured** during the **Period of Insurance**.

Extension of cover

(Applicable to this Professional Indemnity section only)

In accordance with the exclusions, conditions and definitions of this **Policy**, and subject to the limit of indemnity, the **Insurer** agrees to **Indemnify** the **Insured** in respect of the **Insured's** legal liability to pay **Compensation** and claimants' costs and expenses resulting from any **Claim** made against the **Insured** during the **Period of Insurance** alleging Libel or Slander by reason of words written or spoken by the **Insured**.

Limit of Indemnity

(Applicable to this Professional Indemnity section only)

The liability of the **Insurer** under this Section of this **Policy** in respect of:

a. **Compensation** and claimants' costs and expenses; and

b. costs, fees, and expenses incurred by the **Insured** with the consent of the **Insurer** in the defence, investigation and settlement of a **Claim** made against the Insured under this Section of this **Policy**;

will not exceed the limit of indemnity specified in the **Schedule** for any one **Claim** and in the aggregate for all **Claims** in any **Period of Insurance**.

Exclusion (what is not covered)

(Applicable to this Professional Indemnity section only)

The **Insurer** will not **Indemnify** the **Insured** against any **Claim**, loss, liability, costs, or expenses of any nature in any way caused by or resulting from:

1. **Bodily Injury** unless occurring as a result of services rendered by a **Qualified Person**.

2. any **Claim** against any **Insured** in their capacity as a director, officer, or trustee in respect of the performance or non-performance of their duties as a director, officer, or trustee.

3. any advice given or services performed for:

3.1. any company, firm, organisation, or group in which any **Insured** or any of **Your** present or former partners, directors or sole principals' exercises or has exercised a controlling financial or executive interest, or

3.2. any of **Your** parent or subsidiary companies or a company having the same parent company as **You** provided that this exclusion shall not apply to **Claims** originating from an independent third party.

4. any Employers' Liability. That being any:

4.1. **Bodily Injury** to any **Employee** arising in the course of their employment with **You**;

4.2. any obligation of **You** under a workers' compensation, disability benefits or unemployment or employment compensation law or similar law.

5. Any Employment Practices. That being:

5.1. the failure to hire any prospective **Employee** or any applicant for employment;

5.2. the employment of any person in violation of any laws as to age;

5.3. the termination or wrongful dismissal of any **Employee**;

5.4. the failure to promote or advance any **Employee**;

5.5. employment related practices, policies, acts, or omissions including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or retaliation directed at any present, past, future, or prospective **Employee**.

EMPLOYERS' LIABILITY SECTION

Definition

(Applicable to this Employers' Liability Section only)

1. **You** mean the club, association, league, or entity named in the **Schedule** and at **Your** request:
   - 1.1. any director or **Employee** while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to **Indemnity** under this **Policy** if the claim against any such person had been made against **You**.
   - 1.2. any officer, or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
   - 1.3. any **Principal** for legal liability in respect of which **You** would have been entitled to **Indemnity** under this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under a contract or agreement.
   - 1.4. **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You**;

provided that if **Indemnity** is extended to any party described in paragraphs 1.1 to 1.5 above that party is subject to the terms of this **Policy** and in any event the **Insurer's** liability will not exceed the limit of indemnity.

Insuring Agreement (what is covered)

(Applicable to this Employers' Liability Section only)

In accordance with the exclusions, conditions and definitions of this **Policy**, the **Insurer** agrees to **Indemnify** the **Insured** against:

a. all sums which the **Insured** becomes legally liable to pay as **Compensation**; and

b. **Costs and expenses**;

in the event of **Bodily Injury** sustained by any **Employee** which arises out of and in the course of their employment by the **Insured** in the **Business** and which is caused during the **Period of Insurance**;

i. within the **United Kingdom**; or

ii. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **Employee** in connection with the **Business** provided that such **Employee** is normally resident in the **United Kingdom**.

Employers' liability compulsory insurance

(Applicable to this Employers' Liability Section only)

The **Indemnity** granted by this Section of this **Policy** is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of employers' liability to their **Employees**.

If, however, the **Insurer** pays any sum which would not have been paid but for the provisions of such law then **You** must repay such sum to the **Insurer**.

Extension of cover - Unsatisfied court judgments

(Applicable to this Employers' Liability Section only)

In the event that:

a. a judgment for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **Employee** in respect of **Bodily Injury** caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**; and

b. it remains unsatisfied in whole or in part six months after the date of such judgment;

The **Insurer** will **Indemnify** the **Employee** or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as;

i. there is no appeal outstanding;

ii. any payment made by the **Insurer** will only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this Section of this **Policy**;

iii. any payment made the **Insurer** will only be in respect of liability for which **You** would have been entitled to **Indemnity** under this Section of this **Policy** if the judgment had been made against **You**; and

iv. the **Insurer** will be entitled to take over and prosecute for their own benefit any claim against any other party and **You**, the **Employee** or their personal representatives must give all information and assistance required.

Limit of indemnity

(Applicable to this Employers' Liability Section only)

1. The amount specified in the **Schedule** as the limit of indemnity for Employers' Liability.

   The **Insurer's** liability for all **Compensation** payable by the Insured to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the limit of indemnity.

   The limit of indemnity will be the maximum amount payable including **Costs and expenses**.

2. Despite anything contained in paragraph 1 above, the **Insurer's** liability for **Compensation** and **Costs and expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising out of **Terrorism** will not exceed £5,000,000 GBP.

3. Despite anything contained in paragraph 1 above, the **Insurer's** liability for **Compensation** and **Costs and expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising out in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos will not exceed £5,000,000 GBP.

Exclusions (what is not covered)

(Applicable to this Employers' Liability Section only)

1. The **Insurer** will not **Indemnify You** against **Your** legal liability for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. The Insurer will not Indemnify You against liability arising Offshore.

Asbestos Condition

(Applicable to this Employers' Liability Section only)

This is a condition of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet this condition, the **Insurer reserves the right** to reject a claim payment, or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

It is a condition of this Section of the **Policy** that **You** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or products containing asbestos.

GENERAL EXTENSIONS (ONLY OPERATIVE IF STATED IN POLICY SCHEDULE)

These extensions apply to all sections of this **Policy** and are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.

1. Criminal Defence Costs

In the event of:

1.1. any act, omission or incident or alleged act, omission or incident leading to criminal proceedings.

brought in respect of a breach of the Health and Safety at Work etc. Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the **United Kingdom**; or

1.2. an incident which results in an inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975;

the **Insurer** will provide **Indemnity** against **Costs and expenses** incurred by **You** with the **Insurer's** written consent in representing **You** in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been first committed and notified to us during the **Period of Insurance** within the **United Kingdom** and in the course of the **Business**.

Conditions applicable to this Extension

1.3. the **Insurer's** total liability under this Extension in respect of all **Costs and expenses** will not exceed £1,000,000 in the aggregate during any **Period of Insurance** which is payable in addition to the limit of indemnity specified in the **Schedule**.

1.4. the **Insurer** will only **Indemnify You** where such **Costs and expenses** arise as a result of any matter which is the subject of **Indemnity** under this **Policy**.

1.5. the **Insurer** will only be liable for **Costs and expenses** incurred in respect of legal representation appointed by the **Insurer**.

1.6. If there is any other insurance or **Indemnity** in force covering any or all of the same **Costs and expenses**, the Insurer's liability will be limited to a proportionate amount of the total **Costs and expenses** but subject always to the limit of indemnity of £1,000,000.

Exclusions applicable to this Extension

1.7. This **Indemnity** will not apply to:

- 1.7.1. proceedings in respect of any **Bodily Injury** deliberately caused by **You**; or
- 1.7.2. fines or penalties of any kind;
- 1.7.3. liability assumed under a contract or agreement which would not have attached in the absence of such contract or agreement;
- 1.7.4. to proceedings consequent upon any deliberate act or omission.

2. Data Protection Legislation

We will cover **You** and if **You** request any employee or director or partner of **Yours** for damage or distress occurring as a result of an offence in respect of:

A) material damage under Article 82 of the General Data Protection Regulation; or

B) Data Protection Act 2018 Sections 168 and 169; or

C) the General Data Protection Regulation 2016/679 and the UK General Data Protection Regulation; or as may be amended, re-enacted, or replaced from time to time; or

D) any other equivalent local legislation of substantially similar intent;

committed during the **Policy Period** within the **Geographical Limits** and arising in connection with the **Business**.

Provided that:

(a) **You** are a registered user in accordance with the terms of such legislation;

(b) **You** are not in a business as a data processing bureau;

(c) the claimant:

(i) is the subject of personal data held by **You**;

(ii) suffers damage or distress caused by inaccuracy, loss, unauthorised destruction, or disclosure of or access to the data.

We will not cover you under this Extension for:

(a) any damage or distress caused by any deliberate act or omission by **You**, the result of which could reasonably have been expected by **You**, having regard to the nature and circumstances of such act or omission;

(b) the cost in expenses of replacing reinstating rectifying or erasing blocking or destroying any data or personal data;

(c) any damage or distressed caused by any act of fraud or dishonesty;

(d) liability arising from the recording processing or provision of **Data** or **Personal Data** for reward or to determine the financial status of any person; or

(e) **Data** and **Personal Data** will have the meaning defined in the Data Protection Act 1998 or any subsequent overriding legislation.

The most **We** will pay for all compensation, claimants' costs and expenses and other costs and expenses under this extension in respect of all claims occurring during any one **Policy Period** will not exceed GBP 50,000.

GENERAL EXCLUSIONS **(WHAT IS NOT COVERED)**

The following apply to all sections of this **Policy** unless stated otherwise.

1. The **Insurer** will not Indemnify the **Insured** against any **Claim**, loss, liability, costs, or expenses of any nature in any way caused by or resulting from:

1.1. any dishonest, fraudulent, criminal, or malicious act or omission of the **Insured** or of any person at any time employed by the **Insured**, including named under General Definitions 18.1 18.2 or 18.3.

1.2. the conduct of any business not conducted for the benefit of or on behalf of the **Insured** named in the **Schedule**.

1.3. the ownership, maintenance, operation or use of any **Aircraft**, boats, automobiles or **Vehicles** of any kind by or in the interest of the **Insured**.

1.4. the insolvency, bankruptcy, or liquidation as the case may be of the **Insured**.

1.5. actual or alleged:

1.5.1 physical assault, battery, or any intentional violence by any **Insured**; or

1.5.2 any offence under the Sexual Offences Act 2003 or similar legislation, for example rape or sexual assault by any **Insured**.

1.6. brought against the **Insured** from the use of non-medically prescribed drugs.

1.7. any injury (including emotional distress or mental trauma) loss or damage which is actually or allegedly caused by contributed to by the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents, Hepatitis C, or Chronic Traumatic Encephalopathy (CTE).

1.8. directly or indirectly caused by

1.8.1. actual or threatened riots, strikes or civil disorders or civil disobedience of any kind;

1.8.2. any security measures imposed in response to the circumstances expressed in 1.8.1;

which may result in the closure of a venue or the prevention or suspension of access to a venue or to the non-participation by attendees or performers, whether voluntary or compulsory.

1.9. directly or indirectly caused by

1.9.1. war, civil war, invasion, hostilities or any similar acts or events, whether or not war has been declared; or

1.9.2. a rebellion, revolution, insurrection, military, or usurped power.,

1.9.3. any nuclear reaction, nuclear radiation, or radioactive contamination;

provided that in respect of claims arising out of injury which form the subject of **Indemnity** under the Employers' Liability Section of this **Policy** "General Extensions (what may be covered) 2" will only apply to the legal liability assumed by **You** under any agreement which liability would not have attached in the absence of that agreement;

2. The **Insurer** will not **Indemnify** the **Insured** in respect of liability assumed under a contract or agreement, liquidated damages clauses, penalty clauses or performance warranties unless the Insured would have been liable in the absence of such contract, agreement, or warranties.

3. The **Insurer** will not **Indemnify** the **Insured** against any liability:

3.1. to pay liquidated, punitive, exemplary, or aggravated damages.

3.2. to pay any fines, penalties or any criminal sanctions of any description imposed by law or by any regulator, government agency, club, sporting association or other sporting entity.

3.3. to pay any trading debts.

3.4. of the **Insured** or any **Principal** of the **Insured** arising solely from the duties of the **Insured** or **Principal** as a director or legal officer of any company.

4. The **Insurer** will not **Indemnify** the Insured against any **Claim** or **Claims** nor **Costs and expenses** following any **Claim** arising out of, relating directly or indirectly from or caused by or in any way involving reckless disregard and/or wilful breach of duty of any kind.

5. The **Insurer** will not **Indemnify** the Insured in respect of any loss, damage, fees, costs, charges, expenses and/or liability arising directly or indirectly out of, or in any way related to any **Cyber Event** except to the extent of the indemnity provided under "**General Extension 3 (Data Protection Legislation)** of this **Policy**.

6. that is assumed by the **Insured** under a contract or agreement, unless such liability would have attached to the **Insured** in the absence of the said contract or agreement.

EXCLUSIONS UNDER PUBLIC & PRODUCTS LIABILITY AND PROFESSIONAL INDEMNITY

The following Exclusions only apply to the Public & Products Liability Section and the Professional Indemnity Section. They do not apply to the Employers' Liability Section of this **Policy**.

1. The **Insurer** will not **Indemnify** the **Insured** against legal liability:

1.1. in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in been operative in the sequence of events resulting in a loss.

1.2. caused by or arising out of the deliberate, conscious, or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Bodily Injury** or loss of or **Damage** to **Property**.

1.3. in respect of

1.3.1. any Degenerative Brain Injury or any fear or threat of any Degenerative Brain Injury; or

1.3.2. any actual or alleged failure by the **Insured** to instigate, correct, or enforce compliance with any protocols, aimed at reducing or otherwise mitigating the risk to individuals of sustaining or developing any Degenerative Brain Injury.

For the purpose of this Exclusion 1.4, "Degenerative Brain Injury" means any change, reduction, or impairment in any:

i. physical or neurocognitive functioning;

ii. sensory processing;

iii. cognition; or

iv. psychosocial behaviour or function

to a person. For example, any neurodegenerative disease such as dementia, early onset dementia, Chronic Traumatic Encephalopathy, Dementia Pugilistica, and or Alzheimer's.

Degenerative Brain Injury does not include any change, reduction, or impairment in 1-4 above solely (and not cumulatively) caused by a specific injury to a person occurring at a specific time and place.

1.4. in respect of any **Claim** made by a party to, or a party connected or associated with, any association or Joint Venture to which the **Insured** is also a party, or with which the **Insured** is associated or connected, unless such **Claim** arises from a wholly independent third party.

1.5. any prior known claims or circumstances.

A prior known claim or circumstance is a **Claim** or circumstance which the Insured is aware, or ought reasonably to be aware, of at the start of the **Period of Insurance**, whether notified under any other insurance or not.

1.6. directly or indirectly caused by or arising from any;

1.6.1. **Act of Terrorism**;

1.6.2. action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

1.7. in respect of any PFAS.

For the purpose of this Exclusion 1.9 PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

a) perfluorinated methyl group (-CF3); or

b) perfluorinated methylene group (-CF2-).

For example, they are perfluoroalkyl or polyfluoroalkyl substances.

This exclusion also excludes any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS.

1.8. The **Insurer** will not cover **You** in respect of any legal liability or any allegation, claim, circumstances or proceedings for **Bodily Injury** or loss of or **Damage** to **Property**, arising from or in connection to this section from the United States of America or Canada.

CLAIMS CONDITIONS

The following apply to all sections of this **Policy** unless stated otherwise.

These are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, the **Insurer** reserves the right to reject a claim payment, or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

1. Excess

*(This Claims Condition does not apply to the Employers' Liability Section of this **Policy**)*

In respect of each and every **Claim** against the **Insured** the amount of the **Excess** specified in the **Schedule** will be paid by the **Insured** and not **Indemnified** under this **Policy**. The **Insurer** will only be liable to **Indemnify** the **Insured** for the amount beyond the level of the **Excess** up to the amount of the applicable limit of indemnity.

The **Indemnity** for **Costs and expenses** incurred with the written consent of the **Insurer** in the defence or settlement of **Claims** also will be subject to the **Excess**.

For the purpose of this condition the term "**Claim**" will be understood to mean any and all **Claims** which are within the scope of this **Policy**, and which arise by reason of the same act, error, or omission.

2. Procedure for the defence and settlement of claims

The **Insured**, or anyone on their behalf, must not admit liability for or settle any **Claim** or incur any costs or expenses in connection with a **Claim** or any circumstance or enter into any settlement without the Insurer's written consent before doing so.

2.1. The **Insurer** may, at their discretion:

2.1.1. take full responsibility for conducting, defending, or settling any claim in **Your** name; and

2.1.2. take any action the **Insurer** considers necessary to enforce **Your** rights or their rights under this insurance. For example, to prosecute in the name of the **Insured** for the **Insurer's** own benefit any claim for damages or otherwise.

2.2. The **Insurer** will have full discretion in the conduct of any proceedings and in the settlement of any **Claim**.

2.3. The **Insured** must give all such information and assistance as the **Insurer** may reasonably require.

3. Discharge of Liability

3.1. The **Insurer** may at any time pay the Insured the limit of indemnity applicable to:

3.1.1. an **Occurrence**; or

3.1.2. the **Period of Insurance**;

(less any sums already paid in respect of that **Occurrence** or **Period of Insurance**), or any lesser amount for which all claims arising out of that **Occurrence** or **Period of Insurance** can be settled. **We** may at any time pay **You**, in connection with a covered **Claim** under this **Policy** to which a limit of indemnity applies, the amount of such **Limit of Indemnity** (after deduction of any sums already paid) or any lesser amount for which such **Claims** can be settled. Once any payment is made by **Us**, **We** will no longer have any responsibility:

a) for the conduct and control of the **Claim**, or

b) for any further payment under this policy in respect of such **Claim**.

3.2. Except in respect of **Costs and Expenses** as covered under the Public & Products Liability Section of this **Policy**.

3.3. If the amount ultimately required to settle the claim exceeds the applicable limit of indemnity then, provided that the balance of the amount required to settle the claim is insured either in whole or in part with defence costs payable in addition to the applicable limit of indemnity under this **Policy** then the **Insurer** will also contribute their proportion of subsequent defence costs incurred with their consent.

This will not apply to the Professional Indemnity section, where defence costs are inclusive of the limit of indemnity.

4. Other insurance

If any **Claim** or circumstance notified to this **Policy** is insured by another valid contract of insurance, then this **Policy** will apply only in excess of the amount of that other contract of insurance. That is regardless of whether that other contract of insurance is stated to be primary, contributory, excess, contingent or otherwise. **Claims co-operation**

4.1. The **Insured** must do all things reasonably practical to avoid or reduce any loss under this **Policy**.

4.2. The **Insured** must as soon as reasonably possibly give all information and assistance to the Insurer as it may reasonably require to enable it to:

4.2.1. determine its liability under this **Policy**; and

4.2.2. investigate and defend the **Claim**.

4.3. The **Insurer** may, on the notification of a **Claim**, take whatever action that it considers appropriate to protect the Insured's position in respect of the **Claim**. Any action by the **Insurer** in this respect will not be regarded:

4.3.1. as prejudicing its position under this **Policy**;

4.3.2. as or imply an admission by the **Insurer** of the **Insured's** entitlement to **Indemnity** under this **Policy**.

4.4. Solicitors retained by the **Insurer** to act on behalf of the **Insured** in relation to any **Claim** against the **Insured** will at all times be at liberty to disclose to the **Insurer** any information obtained by the solicitors, whether from the **Insured** or elsewhere. The **Insured** waives all claim to legal professional.

privilege between the **Insured** and the **Insurer** which the **Insured** might otherwise have in respect of that information.

5. Remedy for fraud

If **You** or anyone acting on **Your** behalf makes a fraudulent claim under **Your Policy**, including providing fraudulent information or documentation, the **Insurer** will:

a) refuse to pay the claim;

b) seek to recover any costs already incurred by the **Insurer** relating to the fraudulent claim;

c) have the option to cancel the **Policy** from the date of the fraudulent act; and

d) keep any premium paid to **Us**.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

GENERAL CONDITIONS

The following apply to all sections of this **Policy** unless stated otherwise.

These are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** reserve the right to reject a claim payment, or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

1. Change in risk

You must give **Us** written notice as soon as possible of any alteration or change in risk including:

a) any change in the identity of club, association, league, or entity named in the **Schedule**,

b) any change in the nature or scope of the **Business**,

c) the appointment of a liquidator, receiver, or administrator (or equivalent) over the **Business**.

Where there has been a material change in risk, except as provided below, We will provide no cover under this **Policy** unless and until:

i) **We** have agreed in writing to accept the altered/change in risk, and

ii) **You** have paid or agreed to pay any additional premium charged and accept any revised terms and conditions.

Please note, if **We** do not agree to amend the policy in respect of any alteration or change in risk, this **Policy** will continue to provide cover until the expiry of the **Policy** period but only in respect of a **Claim** or circumstance before the effective date of the alteration or change in risk.

2. King's Counsel

The **Insurer** will not require the **Insured** to contest any legal proceedings in respect of any **Claim** where in the opinion of a King's Counsel such claim should not be defended. The **Insured** will not object to the **Claim** being settled and will as soon as possible pay the **Insurer** the applicable **Excess** (or **Excesses** if more than one **Claim**) specified in the **Schedule**.

In formulating the advice King's Counsel will take into consideration:

- the economics of the matter, having regard to the damages and costs which are likely to be recovered by the Claimant;
- the likely costs of defence and the prospects of the **Insured** successfully defending the **Claim**.

The cost of the King's Counsel opinion will, for the purposes of this **Policy**, be regarded as part of the costs of defence.

3. Subrogation

The **Insurer** will not exercise any subrogation rights of recovery against any **Employee** or former **Employee** of the **Insured** unless the **Claim** has been brought about or contributed to by the dishonest, fraudulent, criminal, or malicious act or omission of the **Employee** or former **Employee**.

HOW TO COMPLAIN

Complaints to Sportscover

If there is an occasion when service does not meet **Your** expectations, please contact **Your** Insurance Broker.

You may also complain to us by forwarding your complaint to the following details.

Sportscover Europe
6th Floor
Sackville House
143-149 Fenchurch St
London, EC3M 6BL

Email: **info@active-risk.com**

Telephone: 0207 444 1770

We will review **Your** complaint and hope to resolve the matter. **We** will investigate the circumstances regarding **Your** complaint and write to **You** within two weeks with **Our** response.

Complaints to Liberty

Liberty Mutual Insurance Europe SE aims to provide a high-quality service to all its customers. In the event that **You** are dissatisfied please contact **Us** so **We** can do what **We** can to help. **We** take complaints very seriously and aim to address all concerns fairly and efficiently. If **You** feel that **We** have not offered **You** this standard or **You** have any questions about **Your** contract or the handling of a claim, then in first instance **You** should contact **Your** insurance broker or intermediary who arranged this insurance for **You** or the branch that issued the **Policy**.

If **You** are still not satisfied with the service and wish to make a complaint **You** may do so in writing or verbally using the contact details below, quoting **Your** policy and/or claim number:

Compliance Officer
Liberty Mutual Insurance Europe SE
20 Fenchurch Street,
London EC3M 3AW,

Tel: +44 (0) 20 3758 0840

Email: **complaints@libertyglobalgroup.com**

or

Liberty Mutual Insurance Europe SE
5-7 rue Leon Laval L-3372 Leudelange,
the Grand Duchy of Luxembourg

Tel: +352 28 99 13 00

Email: **complaints@libertyglobalgroup.com**

If after making a complaint **You** are still not satisfied **You** may be entitled to refer the dispute to the Financial Ombudsman Service (FOS) which is a free and impartial service, who may be contacted at:

Exchange Tower Harbour Exchange
London
E14 9SR

Tel: 0800 023 4567

Email: **enquiries@financial-ombudsman.org.uk**

To confirm whether **You** are eligible to ask the FOS to review **Your** complaint please contact them at **www.financial-ombudsman.org.uk/consumer/complaints.htm**. Making a complaint does not affect your right to take legal action.

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, **You** are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances,
7, boulevard Joseph II,
L-1840 Luxembourg

(+352) 22 69 11 – 1

caa@caa.lu

www.caa.lu

or

Médiateur en AssurancesACA,
12, rue Erasme,
L-1468 Luxembourg

(+352) 44 21 44 1

mediateur@aca.lu

www.ulc.lu

COMPENSATION **(FINANCIAL SERVICES COMPENSATION SCHEME)**

Liberty Mutual Insurance Europe SE UK Branch, as insurers under this policy, are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from FSCS if Liberty Mutual Insurance Europe SE UK Branch are unable to meet their obligations to **You** under this insurance.

If **You** are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: **www.fscs.org.uk** or **You** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

RIGHTS OF THIRD PARTIES

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

PRIVACY NOTICE

How we use Your data

We and the **Insurer** may use personal information in order to write and administer this **Policy**, including any claims arising from it.

This information may include basic contact details such as names, addresses, and policy number, but may also include more detailed personal information about individuals (for example, their age, health, details of assets, claims history) where this is relevant to the risk **We** are underwriting on the **Insurer's** behalf or services the being provided or to a claim that is being reported.

The **Insurer** is part of a global group and information may be shared with their group companies in other countries as required to provide coverage under this **Policy** or to store information. The **Insurer** also use a number of trusted service providers, who will also have access to personal information subject to the **Insurer's** instructions and control.

Individuals have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This notice represents a condensed explanation of how the **Insurer** uses personal information. For more information, please refer to their Data Privacy Notice. Please see the **Insurer's** full privacy notice available at **www.libertyspecialtymarkets.com/privacy-and-cookies** for further information on how **Your** personal data is uses and the rights you have in relation to the personal data **Insurers** hold about **You**.

A copy of Sportscover's full Data Privacy Notice can be found on **www.sportscovereurope.com** or can be obtained by contacting the Data Protection Officer by emailing **dataenquiries@active-risk.com** or by post at the address below:

Data Protection Officer
6th Floor
Sackville House
143-149 Fenchurch St
London
EC3M 6BL

EMPLOYERS' LIABILITY TRACING OFFICE **(ELTO)**

By entering into this insurance **Policy**, **You** will be deemed to specifically consent to the use of **Your** insurance.

Policy data in the following way and for the following purposes.

Certain information relating to **Your** insurance **Policy** including, without limitation,

- **Your Policy** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant) will be provided to the ELTO and added to an electronic database (database).

This information will be made available by **Us** and/or the **Insurer** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants)

- to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies. The database will be managed by ELTO.

The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

SANCTIONS NOTICE

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

TAXES

There may be circumstances where taxes may be due that are not paid via **Us**. If this occurs, then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority.

PROVIDING INSURANCE SOLUTIONS FOR

ADVENTURE SPORTS

AMUSEMENT CATERERS

EVENTS

HEALTH & FITNESS SPORTS

VISITOR ATTRACTIONS

CONTACT US

You can contact us in the following ways:

Sportscover Europe Ltd

By phone

+ 44 (0) 207 444 1770

Our lines are open Monday to Friday
9:00am – 5:00pm, except on public holidays.

By email

enquries@active-risk.com

By post

6th Floor, Sackville House
143-149 Fenchurch St
London
EC3M 6BL

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