



## **POLICY WORDING**

01 June 2018



# **SPORTS LIABILITY INSURANCE**

The company's head office and registered address is:

**Sportscover Europe Limited**  
**First Floor, 75 / 77 Cornhill, London EC3V 3QQ**

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

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 Peter Nash, Chairman, Sportscover was established initially, in Australia in 1986, when a small group of active sports people in the insurance industry became frustrated by the lack of quality insurance for active sporting participants including players, administrators, Coaches and Officials.

Sportscover 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.

## UK Sport

Established by Royal Charter in 1997, UK Sport is the nation's high-performance sports agency. Its mission is to work in partnership to lead sport in the UK to world class success. Primarily this means working with our partner sporting organisations to deliver medals at the Olympic and Paralympic Games.

UK Sport's strategic direction helped British sports and athletes deliver 65 Olympic and 120 Paralympic medals at London 2012. UK Sport also has responsibility for activities best delivered at a UK level, such as: bidding for and staging major sporting events in this country; increasing sporting activity and influence overseas; and promoting sporting conduct, ethics and diversity in society. UK Sport is funded by a mix of Government Exchequer and Lottery income.

Sportscover became a partner of UK Sport in 2013. We look forward to assisting UK Sport and its beneficiaries with the continued delivery of excellence across the sporting landscape. More information can be found at [www.sportscover.com/uksport](http://www.sportscover.com/uksport)

## RoSPA

As a registered charity, the Royal Society for the Prevention of Accidents (RoSPA) have been at the heart of accident prevention in the UK and around the world for almost 100 years.

More than 14,000 people die as a result of accidents across the UK each year and there are millions of other injuries. Accidents cause loss and suffering to the victims and their loved ones, employers and UK society as a whole. RoSPA promote safety and the prevention of accidents at work, at leisure, on the road, in the home and through safety education.

To assist in their mission to improve safety in the sport and leisure sectors, Sportscover work in partnership with RoSPA and as a Sportscover policyholder you automatically receive access to a range of benefits, details of which can be found at [www.sportscover.com/rosipa](http://www.sportscover.com/rosipa)



SPORTSCOVER



## Important Information

In addition to the Important Information below, please also refer to "Other Important Information" on *page 23*.

### Information you have given us

In deciding to accept this **Policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

At the commencement of the **Period of Insurance** or at the subsequent renewal of this **Policy**, if **You** are:

- a) a consumer, **You** must take reasonable care not to misrepresent any information or facts which might affect **Our** assessment or acceptance of this insurance;
- b) a commercial customer, **You** must disclose every material circumstance **You** know or ought to know, and provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk.

**You** must notify **Us** as soon as is practicable of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this **Policy**. For example, **We** would need **You** to notify **Us**:

- if **You** change or expand the **Business** activities stated in the **Schedule**;
- if any of **Your Employees** are to engage in work outside the **Territorial Limits** or **Offshore**;
- if **You** purchase, absorb or merge with another club, association, league or entity a company, whether in its entirety or a part interest, and want or intend the activities of that club, association, league or entity to be covered under this **Policy**.

These are just some examples and there may be other circumstances **We** would want **You** to tell **Us** about. Please refer to the "How to amend this insurance" section on *page 23* of this **Policy**.

In addition **You** must notify **Us** of any additional information or change to the information provided at inception or renewal occurring during the **Period of Insurance** at which time **We** may apply an additional premium or other additional terms or conditions.

If **You** are unsure as to whether or not certain facts should be disclosed or **You** would like to make changes to **Your Policy** please contact **Your Broker** or **Us** directly.

If **You** do not disclose all information **Your** insurance may not cover **You** fully, or at all.

### Consequences of Incorrect Information

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information the **Insurer** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** insurance and any claim. For example the **Insurer** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. The **Insurer** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness; or
- the **Insurer** may reduce the amount the **Insurer** pays on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** insurance in accordance with the "General Conditions: 4. Cancellation" on *page 21*.

**We** or **Your Broker** will write to **You** if the **Insurer**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance.

### Choice of Law and Jurisdiction

Under the laws of the countries comprising the **United Kingdom** the parties to the contract have the right to request the law which will apply. In the absence of any agreement to the contrary, the laws of England and Wales will apply unless, at the commencement of the **Period of Insurance**, the **Insured** is either:

- i) a resident of; or

ii) a business with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## 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.

## Lloyd's Insurance

### Effected through Sportscover Europe Ltd

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium which forms part of the premium specified in the Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Insured makes any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate will become void and all claim hereunder will be forfeited.

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



### Authorised Signatory

Sportscover Europe Limited

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# Sports Liability Policy

## The Contract of Insurance

This **Policy** is a contract of insurance between **You** and the **Insurer**. In return for the premium **You** have paid or agreed to pay and for the proposal form **You** have completed, as stated in the **Schedule**, the **Insurer** agrees to insure **You**, in accordance with the terms and conditions contained in or endorsed on this **Policy**.

The following elements form the contract of insurance, please read them and keep them safe:

- **Your Policy**, the **Schedule** and any endorsements;
- Any clauses endorsed on **Your Policy**, as set out in the **Schedule**;
- Any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal.

**You** should take the time to read all its terms, especially the conditions which **You** have to fulfill to ensure **Your** insurance remains valid and what **You** have to do when making a claim.

### Important

It is important that **You**

- check that the Sections **You** have requested are included in the **Schedule**;
- check that the information **You** have given **Us** is accurate and tell **Us** if it is not – see the “Information you have given us” Section on *page 2*;
- comply with **Your** duties under each Section and under the insurance as a whole.

If this **Policy** does not meet **Your** requirements, if there are any inaccuracies or if **Your** requirements change, **You** should contact **Your Broker** at **Your** earliest opportunity.

## 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. Act of Terrorism/Terrorism** means an act, including but not limited to the use of force or violence and/or threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 2. 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.
- 3. Bodily Injury** means death, injury, illness, disease, mental anguish or nervous shock of or to any person.
- 4. Broker** means the insurance broker who arranged this insurance for **You**, where applicable.
- 5. 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.
- 6. Category 4 Sports** means Rugby Union, Rugby League, Football, Gaelic Football, Gridiron, Australian Rules Football, Kick Boxing, Boxing, Martial Arts and all other contact sports.
- 7. Claim** means:
  - 7.1.** any **Claim** made against the **Insured**;
  - 7.2.** the receipt of written notice from any person of an intention to make a **Claim** against the **Insured**; irrespective of whether the amount of the claim is likely to be within or above the amount of the **Excess**, if applicable, specified in the **Schedule**.

8. **Coach/Referee** means a **Member** of the club, association, league or entity who is accredited and qualified in 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**.
9. **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.
10. **Costs and expenses** means:
- 10.1. Claimant's costs and expenses arising in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.
- 10.2. All 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**.
- 10.3. Costs and expenses of legal representation at any coroner's inquest or fatal accident inquiry in respect of any death.
11. **Employee** means any person who is:
- 11.1. employed under a contract of service or apprenticeship with **You**;
- 11.2. a labour master or person supplied by him;
- 11.3. employed by labour only sub-contractors;
- 11.4. self-employed and working for **You** and under **Your** control;
- 11.5. hired to or borrowed by **You**;
- 11.6. supplied to **You** for the purpose of study work or training experience;
- 11.7. a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
- 11.8. a voluntary helper while working under **Your** supervision and control and in connection with the **Business**; or
- 11.9. 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.
12. **Excess** means the first amount of any **Claim** payable by the **Insured**, specified in the **Schedule**.
13. **Fungus, Mildew and Mould** includes but is not limited to any form or type of **Mould, Mildew, mushroom yeast or biocontaminant**. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any **Fungus/fungi**.
14. **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 applicable policy limits and excess.
15. **Insured** means **You** and at **Your** request:
- 15.1. any director, executive officer, committee member, office-holder, **Employee, Coach** of the club, association, league or entity but only whilst acting within the scope of their duties in such capacity;
- 15.2. 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;
- 15.3. 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 15.1 to 15.3* 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**.
16. **Insurer** means certain Underwriters at Lloyd's.
17. **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.

- 18. Medical Persons** means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.
- 19. 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**.
- 20. 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 stand point of the **Insured**.
- 21. 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. For the purpose of this definition "offshore installation" does not include includes wind farms which are deemed not to be offshore.
- 22. Period of Insurance** means the **Period of Insurance** stated in the **Schedule**.
- 23. Policy** means:
- 23.1.** all the terms, conditions, definitions, exclusions and limitations contained in this **Policy**; and
  - 23.2.** the **Schedule**; and
  - 23.3.** any endorsements attaching to and forming part of this **Policy**, either at inception or during the **Period of Insurance**.
- 24. Pollution** means:
- 24.1.** pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
  - 24.2.** all loss, damage or injury directly or indirectly caused by such pollution or contamination.
- 25. 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.
- 26. 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**.
- 27. Products Liability** means any liability of the **Insured Indemnifiable** under "Insuring Agreements (what is covered): 1" of the Public & Products Liability Section of this **Policy** which arises directly or indirectly out of a **Product** or any defect or failure of a **Product**.
- 28. Property Damage** means accidental loss of or damage to property and includes loss of use of property.
- 29. Public Liability** means any liability of the **Insured Indemnifiable** under "Insuring Agreements (what is covered): 2" of the Public & Products Liability Section of this **Policy** other than **Products Liability**.
- 30. 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**.
- 31. Sport** means being physically engaged in the Sport(s) or activity specified in the **Schedule** and includes all official activities connected therewith.
- 32. Territorial Limits** means
- 32.1.** the **United Kingdom**;
  - 32.2.** elsewhere in the world in respect of;
    - a.** any act or omission occurring within the territories specified in 32.1 above;
    - b.** the acts or omissions of persons normally resident in the territories specified in 32.1 above but temporarily engaged in the **Business** outside those territories;
 unless otherwise specified on the **Schedule**.
  - 32.3.** elsewhere in the world excluding the United States of America and Canada, their territories, possessions, dependencies or protectorates in respect of **Bodily Injury** or **Property Damage** caused by **Products**, unless otherwise specified on the **Schedule**.

33. **United Kingdom** means England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and territorial waters.
34. **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.
35. **Watercraft** means any vessel, craft, **Vehicle** or appliance made or intended to float on or in or travel on or through or under water.
36. **We/Us/Our** means Sportscover Europe Limited as underwriting agent of the **Insurer**.
37. **You** means the club, association, league or entity named in the **Schedule**.

# Public & Products Liability Section

## 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:

1. to **Indemnify** the **Insured** for their legal liability to pay **Compensation**; and
2. **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

(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 seven 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 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 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 II of the Consumer Protection Act 1987 or of Part II 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**.

## 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) in addition to the applicable limit of indemnity specified in the **Schedule**;
  - but;
  - ii) in respect of the acts or omissions of persons normally resident in the territories specified in subparagraph 32.1 of "General Definitions - 32" whilst engaged for the purposes of the **Business** in temporary visits to the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada **Costs and expenses** will be payable in addition to the applicable limit of indemnity up to a further amount equal to the applicable limit of indemnity;

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 legal liability:

- 1. directly or indirectly arising out of **Bodily Injury** to any **Employee** arising out of or in the course of employment by **You** in the **Business**.
- 2. for 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. In respect of any such **Occurrence** the **Insured** will bear the first £100 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. for malicious damage caused by any **Insured** or others for whom the **Insured** is responsible.
- 4. for damage to or loss of or the cost of repair, reconditioning, replacement, removal or recalling of any **Product** or component part.
- 5. caused by or arising out of any **Products** which
  - 5.1. to **Your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies or protectorates; or
  - 5.2. are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes.
- 6. arising out of 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. arising out of the ownership, maintenance, operation or use by or on behalf of the **Insured** of any **Vehicle**.
- 8. of any **Insured** directly or indirectly arising out of:
  - 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 except.
- 9. arising out of the giving or failure to give professional advice or service by the **Insured** or any error or omission in the giving of professional advice or service but this exclusion does not apply to the rendering of first aid or medical services on the **Insured's** premises by **Medical Persons** employed by the **Insured**.
- 10. arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of the **Insured** except;
  - 10.1. an alteration or addition not exceeding in cost the sum of £25,000; and/or
  - 10.2. demolition of a building or structure exceeding 10 metres in height.
- 11. arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land, buildings or any other property.
- 12. arising directly or indirectly from 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.
- 13. for any **Bodily Injury** caused, or contributed to, by any participant to any other participant whilst participating in a match or a practice of any **Category 4 Sports** unless specified in the **Schedule**.
- 14. directly or indirectly arising from **Fungus, Mildew and Mould**. This exclusion includes but is not limited to:
  - 14.1. **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);
  - 14.2. 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
  - 14.3. Any obligation to share with or repay any person, organisation or entity related in any way to items 14.1 and 14.2 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**.
- 15. Any actual or alleged liability for any **Claim** in respect of loss or losses directly or indirectly arising out of, resulting from, caused by or contributed to by asbestos in whatever form or quantity.
- 16. Any liability arising from an **Act of Terrorism**, including liability for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.
- 17. arising out of any actions for defamation, libel, slander or breach of copyright.
- 18. for any **Bodily Injury** arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C or Cancer in any form, howsoever these illnesses may have been acquired or may be named.
- 19. for any form of performance, surety, credit or financial guarantee.
- 20. for any **Claims** caused by or arising out of arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.
- 21. for any economic or pecuniary loss where no **Bodily Injury** or damage to tangible property occurs.
- 22. for any liability directly or indirectly based upon, arising out of, or attributable to:
  - 22.1. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
  - 22.2. the presence of artificial sun tanning equipment on the **Insured's** property.
- 23. caused by or arising out of
  - 23.1. advice, design or specification given by the **Insured** for a fee; or
  - 23.2. professional services rendered by the **Insured** or on the **Insured's** behalf.

## 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** may need 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 reasonably practicable 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)

1. **Claims Made** means **Claims** made during the **Period of Insurance**.
2. **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** so far as they can apply.
3. **Known Circumstance** means any circumstance or **Claim** in respect of which the **Insured** are entitled to **indemnity** under this **policy** and of which the **Insured** are aware, or ought reasonably to be aware, at the commencement of the **Period of Insurance**, whether notified under any other insurance or not.
4. **Qualified** means that person has either the necessary and appropriate:
  - 4.1. 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
  - 4.2. authorisation from the **Sport's** national association or governing body or its regional representative to whom or which this authority is devolved.
5. **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.
6. **Retroactive Date** means the date specified in the **Schedule** as the **Retroactive Date**.
7. the **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** and claimants' costs and expenses 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 practicable 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 reasonably practicable 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** nor **Costs and expenses** following any **Claim** made or threatened or in any way intimated before the inception date of this **Policy** or concerning any **Known Circumstance**.

# Employers' Liability Section

## Definition

(Applicable to this Employers' Liability Section only)

1. **You** means 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 of **Your Members**.
  - 1.3. any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
  - 1.4. 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.
  - 1.5. **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** so far as they can apply 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.
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.

## 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**.

## 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** may need 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 (what may be covered)

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. Contractual liability

Despite "General Exclusions (what is not covered): 2" of this **Policy**, the **Insurer** will **Indemnify You** under the applicable Section of this **Policy**, to the extent that any contract or agreement entered into by **You** with any **Principal** requires **You** to assume liability for **Bodily Injury** or loss of or damage to **Property** which arises out of the performance by **You** of such contract or agreement provided that:

- 1.1. the conduct and control of claims is vested in the **Insurer**;
- 1.2. the **Indemnity** granted by the Employers' Liability Section of this **Policy** will apply only in respect of **Your** liability to **Your Employees**; and
- 1.3. nothing in this extension will increase the **Insurer's** liability to pay more than the applicable limit of indemnity under the applicable Section of this **Policy**.

### 2. Prosecution Legal Expenses including corporate manslaughter

This extension applies only if the **Schedule** specifies that the Public & Products Liability Section and/or the Employers' Liability Section of this **Policy** is covered.

In the event of:

- 2.1. 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
- 2.2. 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 committed during the **Period of Insurance** within the **United Kingdom** and in the course of the **Business**.

Conditions applicable to this Extension

- 2.3. 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**.
- 2.4. 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**.
- 2.5. the **Insurer** will only be liable for **Costs and expenses** incurred in respect of legal representation appointed by the **Insurer**.
- 2.6. 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

- 2.7. This **Indemnity** will not apply to:
  - 2.7.1. proceedings in respect of any **Bodily Injury** deliberately caused by **You**; or
  - 2.7.2. persons other than **You** or any of **Your** directors, partners, proprietors or **Employees**.

### 3. Data Protection Act 1998

3.1. The **Insurer** will **Indemnify You** in respect of liability under the Data Protection Act Act1998 to pay:

- 3.1.1. **Compensation** for damage or distress under section 13 of the Act including reasonable defence costs and expenses incurred with the **Insurer's** written consent;
- 3.1.2. reasonable defence costs incurred with the **Insurer's** written consent in relation to a prosecution brought under the Act;

provided that:

- 3.1.3.** **You** have registered in accordance with the terms of the Act, unless exempt, before the commencement of the **Period of Insurance**;
- 3.1.4.** any **Claim** for **Compensation** is first made or prosecution first brought against **You** during the **Period of Insurance**;
- 3.1.5.** **Indemnity** will not apply in respect of;
  - 3.1.5.1.** the cost of replacing reinstating rectifying or erasing any data;
  - 3.1.5.2.** liability caused by or arising from **Your** deliberate or intentional act or omission the effect of which could reasonably be expected to result in liability under the Act;
  - 3.1.5.3.** any **Claim** which arises out of circumstances notified to previous insurers or are known to **You** at the start of the **Period of Insurance**;
  - 3.1.5.4.** the payment of fines and penalties.
- 3.2.** In respect of each and every claim under this Extension **Your Excess** will be 10% of the amount of that claim or GBP 500 whichever is the greater.
- 3.3.** The **Insurer's** liability under this Clause is limited to GBP 50,000 in respect of any one claim and in the aggregate during any **Period of Insurance**.

## 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** or **Claims** nor **Costs and expenses** following any **Claim**:
  - 1.1.** brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the **Insured** or of any person at any time employed by the **Insured**.
  - 1.2.** arising from the conduct of any business not conducted for the benefit of or on behalf of the **Insured** named in the **Schedule**.
  - 1.3.** in respect of 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.** as a result of the insolvency, bankruptcy or liquidation as the case may be of the **Insured**.
  - 1.5.** brought against an **Insured** arising directly or indirectly out of physical assault or interference as a consequence.
  - 1.6.** brought against the **Insured** arising directly or indirectly from the use of non-medically prescribed drugs.
  - 1.7.** arising directly or indirectly from 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.
  - 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, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power,
    - 1.9.2.** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - 1.9.3.** the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of an explosive nuclear assembly;
 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) 1.9.2 and

1.9.3" 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 unless the **Insured** would have been liable in the absence of such contract or agreement.
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 and/or penalties imposed by law or by any 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.
  - 3.5. in respect of any;
    - 3.5.1. judgment award or settlement made within countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;
    - 3.5.2. in respect of any order made anywhere in the world to enforce any judgment award or settlement either in whole or in part made within countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

other than in respect of the acts or omissions of persons normally resident in the territories specified in sub-paragraph 32.1 of "General Definitions - 32" whilst engaged for the purposes of the **Business** in temporary visits to the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.

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 willful breach of duty of any kind.
5. The **Insurer** will not **Indemnify** the **Insured** in respect of any liability arising anywhere in the world in relation to, caused by, or contributed to by or directly or indirectly arising from:
  - 5.1. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment, or
  - 5.2. error in creating, amending, entering, directing, deleting or using Computer Equipment, or
  - 5.3. total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

For the purpose of this "General Exclusions (what is not covered): 5", "Computer Equipment" means data or part of data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, **Product** or service replacing existing Computer Equipment.

The following General Exclusions (what is not covered) do not apply to the Employers' Liability Section of this **Policy**.

6. The **Insurer** will not **Indemnify** the **Insured** against legal liability:
  - 6.1. arising out of failure of any computer system to be date or time compliant including failure of any correction attempted correction conversion renovation rewriting or replacement of any computer system relating to date or time compliance.
  - 6.2. 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.
  - 6.3. 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**.
  - 6.4. caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties

unless such liability would have attached in the absence of those clauses or warranties.

- 6.5. directly or indirectly caused by or arising from;
  - 6.5.1. an **Act of Terrorism**;
  - 6.5.2. death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

If the **Insurer** alleges that by reason of this exclusion any loss, damage or expense is not **Indemnified** by this insurance the burden of proving to the contrary will be upon **You**.

- 6.6. caused by or arising out of **Pollution**, but the **Insurer** will **Indemnify You** under the Public & Products Liability Section of this **Policy** against liability in respect of accidental **Bodily Injury** or accidental loss of or damage to **Property** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that;
  - 6.6.1. all **Pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place;
  - 6.6.2. the **Insurer** will not **Indemnify You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and
  - 6.6.3. nothing in this clause 6.6 will increase the **Insurer's** liability to pay more than the limits of indemnity specified in the **Schedule** in the aggregate in respect of damages, costs, fees and expenses awarded against the **Insured** during any **Period of Insurance**.

## 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** may need to reject a claim payment or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

### 1. Notification

The **Insured** must comply with the requirements stated in "Other Important Information : How to make a Claim" on page 23.

### 2. 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 borne by the **Insured** at their own risk and uninsured. 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.

### 3. Procedure for the defence and settlement of claims

- 3.1. No admission offer promise or payment must be made or given by or on behalf of the **Insured** without the **Insurer's** written consent.
- 3.2. The **Insurer** may, at their discretion:
  - 3.2.1. take full responsibility for conducting, defending or settling any claim in **Your** name; and
  - 3.2.2. take any action the **Insurer** considers necessary to enforce **Your** rights or their rights under this insurance, including to prosecute in the name of the **Insured** for the **Insurer's** own benefit any claim for damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and the **Insured** must give all such information and assistance as the **Insurer** may reasonably require.

#### 4. Discharge of Liability

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

4.1.1. an **Occurrence**; or

4.1.2. 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.

4.2. Thereafter the **Insurer** may relinquish the conduct and control of those claims and be under no further liability in connection with them except in respect of "Insuring Agreements (what is covered): 2" of the Public & Products Liability Section of this **Policy**.

4.3. 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.

#### 5. Other insurance

5.1. If in respect of any claim under this **Policy** there is any other insurance or **Indemnity** in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, except in respect of defence costs payable in addition to the limit of indemnity under this **Policy**, the **Insurer's** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim and subject always to the applicable limit of indemnity.

#### 6. Claims co-operation

6.1. The **Insured** must use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this **Policy**, and must as soon as reasonably practicable give all information and assistance to the **Insurer** as it may reasonably require to enable it to investigate and to defend the **Claim** and/or to enable the **Insurer** to determine its liability under this **Policy**.

6.2. The **Insurer** may, on the receipt by it of the notice from the **Insured** of any request, for **Indemnity** under this **Policy**, take whatever action that it considers appropriate to protect the **Insured's** position in respect of the **Claim** against the **Insured**. Any action by the **Insurer** in this respect will not be regarded:

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

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

6.3. 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.

#### 7. Fraud and Misrepresentation

7.1. If **Insurer** determines that any claim is in any respect fraudulent or if **You** or anyone acting on **Your** behalf makes any claim or any statement knowing this to be false or fraudulent in any way, the **Insurer** will cancel this **Policy** from the date of the fraudulent claim or false or fraudulent statement was made and all benefits under this **Policy** will cease.

## 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** may need to reject a claim payment or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

#### 1. Loss or suspension of registration

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

The **Insured** must give notice in writing to **Us** as soon as reasonably practicable 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.

## 2. Queen's Counsel

The **Insurer** will not require the **Insured** to contest any legal proceedings in respect of any **Claim** against the **Insured**.

The **Insured** cannot require the **Insurer** to contest, on its behalf, any legal proceedings in respect of any **Claim** unless a Queen's Counsel (to be mutually agreed upon by the **Insured** and the **Insurer**) advises that such proceedings should be contested.

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

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

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

In the event Queen's Counsel advises that having regard to all the circumstances the matter should not be contested but should be settled, providing settlement can be achieved within certain limits which in Queen's Counsel's opinion are reasonable, then the **Insured** will not object to any such settlement and will as soon as reasonably practicable tender to the **Insurer** the applicable **Excess** (or **Excesses** if more than one **Claim**) specified in the **Schedule**.

## 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**.

## 4. Cancellation

### 4.1. Cooling off period

- 4.1.1. This insurance has a cooling off period of fourteen (14) days. Please see "How to cancel this insurance" on *page 23* of this **Policy**.

### 4.2. After the cooling off period

- 4.2.1. **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**.
- 4.2.2. **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**.

### 4.3. Return of premium (after the cooling off period)

- 4.3.1. Any return premium due to **You** will depend on how long this insurance has been in force and whether **You** have made a claim.
- 4.3.2. Unless the premium has been calculated on any estimates provided by **You**;
  - a. 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
  - b. if **You** 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**, less £25 administration fee;

but 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 "General

Conditions: 5. Adjustment of premium" on *page 22*.

**4.3.3.** However, despite *paragraph 4.3.2* above if the **Insurer** has paid any claim, in whole or in part, **You** will not receive any refund of premium.

**4.4.** The **Insured** will be responsible for cancelling any Direct Debit Mandate (if applicable).

**5. Adjustment of premium**

**5.1.** Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within 90 days of the expiry of the **Period of Insurance** declare actual values as **We** require.

**5.2.** The premium will then be adjusted and any difference paid to **Us** or allowed to **You**.

**5.3.** Where the estimates include remuneration to **Employees** the required declaration must also include remuneration to all persons defined as **Employees** by this **Policy**.

**5.4.** Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due, basing the calculation on **Your** original estimated values.

## Other Important Information

### How to cancel this insurance

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 later.

**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 in "General Conditions: 4 Cancellation" on *page 21* of this **Policy**.

### Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policy holder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

### How to amend this insurance

If **You** would like to make changes to **Your Policy** please contact **Your Broker** or **Us** directly.

In deciding to provide this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. If **You** are aware of any material changes to the information provided or if **You** become aware of any material changes **You** must tell **Us** about those changes. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **You** need to change the information **You** have given **Us** please contact **Your Broker** or **Us** directly as soon as reasonably practicable on becoming aware of that change.

Information is material if it could:

- a. affect **Our** assessment of the risk, or
- b. it could mean that **We** may need to change the terms or premium or both, or
- c. mean that **We** may not be able to cover that aspect of risk, or
- d. mean that **We** may no longer be able to provide **You** with insurance cover.

If **You** are unsure whether a change to the information **You** have given **Us** is material please contact **Your Broker** or **Us** directly.

**REMEMBER - failure to notify Us of changes may affect any claim You make.**

### How to make a Claim

If an event giving rise to a **Claim** under this **Policy** occurs please, as soon as practically possible, contact the **Broker** who arranged this insurance or **Sportscover**, quoting your policy number. **Our** contact details are:

**Post:** Sportscover Europe Ltd, First Floor, 75 / 77 Cornhill, London EC3V 3QQU  
**Telephone:** +44 (0)20 7444 1780  
**Email:** [europa.claims@sportscover.com](mailto:europa.claims@sportscover.com)

### 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. give notice in writing to **Us** as soon as reasonably practicable of the discovery of any **Occurrence**, or circumstance which may give rise to a claim under this **Policy**.
2. notify **Your Broker** or **Us** directly as soon as possible giving full details of what has happened.

3. comply with any reasonable request made by **Us** for information in relation to any claim made under this **Policy**.
4. forward to **Your Broker** or **Us** directly as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against **You**, any letter, **Claim**, summons or other legal document and any related correspondence **You** receive unanswered.
5. inform **Us** as soon as reasonably practicable 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**.
6. not admit liability or offer or promise or agree to settle any **Claim** without the **Insurer's** written permission.
7. take all reasonable care to limit any loss, damage or injury.

### How We will deal with your claim

The procedures differ across the Sections of this **Policy** in order to reflect the different types of claim **You** might have. Please see the Claims Conditions on *page 19* of this **Policy**.

## How to make a complaint

Sportscover's aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should, in the first instance, contact Sportscover or **Your Broker** where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights. Please contact **Us** at:

**Post:** Chief Executive Officer, Sportscover Europe Ltd, First Floor, 75 / 77 Cornhill, London EC3V 3QQ  
**Email:** europe@sportscover.com

If **Your** complaint cannot be resolved within two weeks, or if **You** have not received a response within two weeks **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response.

Lloyd's contact details are:

**Post:** Complaints, Lloyd's, One Lime Street, London EC3M 7HA  
**Telephone:** +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225  
**Email:** complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or if **You** have not received a written final response within eight weeks from the date [Coverholder Name] received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500  
 Fax: +44 (0)20 7964 1001  
**Email:** complaint.info@financial-ombudsman.org.uk  
**Website:** www.financial-ombudsman.org.uk

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

## Compensation (Financial Services Compensation Scheme)

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **You** under this **Policy**. If **You** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St. Bolttoph Street, London EC3A 7QU) and on their website [www.fscs.org.uk](http://www.fscs.org.uk)

## 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

### Information we process

**You** should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

### Information containing personal and sensitive personal information

Information **We** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

### Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** Internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

### How we use your information?

**Your** personal and/or sensitive personal information may be used by **us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

### Who we share your information with?

**We** may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the Amlin Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

The **Insurer** will not disclose **Your** personal and/or sensitive personal information to anyone outside the **Insurer's** group of companies except:

- where they have **Your** permission;
- where they are required or permitted to do so by law;
- to other companies who provide a service to them or **You**; and/or
- where they may transfer rights and obligations under the insurance.

### Why it is necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **We** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

### The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

### Access to your information

**You** have a right to know what personal and/or sensitive personal information **We** hold about **You**. If **You** would like to know what information **We** hold, please contact the Data Protection Officer at the address listed within this notice, stating the reason for **Your** enquiry. **We** may write back requesting **You** to confirm **Your** identity, **We** may also charge a fee of £10 for processing **Your** enquiry.

If **We** do hold information about **You**, **We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting **Our** Data Privacy Officer.

### Providing consent to process your information

By providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply **Us** with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

**You** should understand that if **You** do not consent to the processing of **Your** information or **You** withdraw consent, **We** may be unable to provide **You** with insurance services.

### Changes to this Notice

**We** keep **Our** privacy notice under regular review. This notice was last updated on the 20<sup>th</sup> October 2015.

### Contacting us

If **You** have any questions relating to the processing of **Your** information, please write to:

The Data Protection Officer, Sportscover Europe Ltd, First Floor, 75 / 77 Cornhill, London EC3V 3QQ.

## 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

**We** try **Our** best to ensure that **We** do not offer insurance to anyone which is in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the **United Kingdom**. However, if **We** have done this unintentionally **You** should consider that, regardless of what this **Policy** says, **We** do not provide any insurance, nor will the **Insurer** pay any claim or provide any benefit if doing so would constitute a breach of any sanction.

## 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.

**Reference: Data Privacy Notice and Data Protection Regulation Amendments Endorsement**

(Applicable to ADA539-20170520 Sportscover Combined Liability)

## **DATA PRIVACY NOTICE**

The Privacy Notice (see "Other Important Information" in **Your policy**) is deleted and replaced with the following Data Privacy Notice:

### **Data 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. The **Insurer's** full Data Privacy Notice can be found on [www.msamlin.com/en/site-services/data-privacy-notice.html](http://www.msamlin.com/en/site-services/data-privacy-notice.html). A paper copy of the full Data Privacy Notice can be obtained by contacting the Data Protection Officer by email ([dataprotectionofficer@msamlin.com](mailto:dataprotectionofficer@msamlin.com)) or at the address below:

Data Protection Officer  
MS Amlin plc  
The Leadenhall Building  
122 Leadenhall Street  
London  
EC3V 4AG

A copy of Sportscover's full Data Privacy Notice can be found on [www.sportscover.com](http://www.sportscover.com) or can be obtained by contacting the Data Protection Officer by emailing [dataenquiries@sportscover.com](mailto:dataenquiries@sportscover.com) or by post at the address below:

Data Protection Officer  
Sportscover Europe Limited  
75/77 Cornhill  
London  
EC3V 3QQ.

## **DATA PROTECTION REGULATION AMENDMENTS**

### **Definitions**

The following additional General Definitions are added to **Your policy**:

**Denial Of** Any actions or instructions constructed or generated with the ability to damage, interfere with

<b>Service Attack</b>	or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.
<b>GDPR</b>	The General Data Protection Regulation and any enabling data protection legislation.
<b>Hacking</b>	Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether <b>Your</b> property or not.
<b>Phishing</b>	Any access or attempted access to data or information made by means of misrepresentation or deception.
<b>Virus Or Similar Mechanism</b>	Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.

1. General Extension 3 (Data Protection Act 1998) to this **Policy** is replaced by the following Extension:

#### **4. Data Protection Legislation**

*This Extension operates on a claims-made basis. This means that the **Insurer's** will only **Indemnify You** for claims first made against **You** and notified to **Us** during the **Period of Insurance***

**4.1.** The **Insurer** will **Indemnify You** in respect of liability to pay:

**4.1.1.** **Compensation** for damage or distress, as described in Section 13 of the Data Protection Act 1998;

**4.1.2.** **Compensation** for material or non-material damage which is the direct result of a breach of the **GDPR**;

including reasonable defence costs and expenses incurred with the **Insurer's** written consent, provided that any **Claim** for **Compensation** is first made against **You** during the **Period of Insurance**.

#### **4.2. Limit of Indemnity**

The **Insurer's** liability under this Extension is limited to 50,000 GBP in respect of any one claim and in total for all claims first made during any **Period of Insurance**.

#### **4.3. Exclusions** (what is not covered)

**Indemnity** will not apply in respect of;

**4.3.1.** liability for indirect or consequential losses;

**4.3.2.** the payment of fines or penalties or liquidated damages;

**4.3.3.** the cost of replacing reinstating rectifying or erasing any data;

**4.3.4.** liability caused by or arising from a deliberate or intentional wrongful act or deliberate or intentional wrongful omission of any person eligible for an **Indemnity** under this Extension;

**4.3.5.** liability arising from or caused by any actual or alleged act or omission by **You** or of any person eligible for an **Indemnity** under this Extension, which occurred before the start of this Extension, if the result of that act or omission could reasonably have been expected to lead to a **Claim**;

**4.3.6.** liability arising solely because **You** did not comply with **Your** legal obligations set out under the Data Protection Act 1998 or the **GDPR**;

**4.3.7.** the costs and expenses of legal representation:

**4.3.7.1.** in the defence of any criminal proceedings brought against **You**;

**4.3.7.2.** in an appeal against conviction resulting from a prosecution;  
arising out of any actual or alleged breach of data protection legislation or regulation.

#### **4.4. Conditions**

**4.4.1.** The following are conditions of the insurance that **You** need to meet as **Your** part of this Extension. If **You** do not meet any of these conditions the **Insurer** may reject a claim or payment in respect of a claim could be reduced.

It is a condition of this Extension that **You** must:

**4.4.1.1.** have in place an appropriate procedure to detect, report and investigate a personal data breach;

**4.4.1.2.** only make a claim under this Extension where **You** have complied with 3.4.1.1. above.

**4.4.2.** For the purposes of this Extension, any "Other Insurance" clause in **Your Policy** is replaced by either

**4.4.2.1. Indemnity** will not apply in respect of any sum under this Extension if cover for that sum is payable under another policy issued to **You** by **Us** (or would be but for the exhaustion of the limit of liability or the application of the excess amount under that other policy); or

**4.4.2.2.** if **You** make a claim for **Indemnity** under this Extension which is also covered by any other Insurer the **Insurer** will not pay more than their proportionate share;

as may be applicable.

**4.4.3.** In respect of each and every claim under this Extension **Your Excess** will be 10% of the amount of that claim or 500 GBP whichever is the greater.

2. The following General Exclusions 7 and 8 are added to this **Policy**:

The following General Exclusions (what is not covered) apply to all sections of this **Policy** unless stated otherwise.

**7.** The **Insurer** will not **Indemnify** the **Insured** against any **Claim** or **Claims** nor **Costs and expenses** following any **Claim**:

**7.1.** for any loss directly or indirectly caused by or contributed to or arising from or occasioned by or resulting from any alteration, modification, distortion: or

**7.1.1.** corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or

**7.1.2.** erasure or corruption of data processed by any computer or other equipment or component or system or item;

whether **Your** property or not, where the loss is caused by a **Virus or Similar Mechanism, Phishing or Hacking or Denial of Service Attack**;

**7.2.** in respect of legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to or arising from or occasioned by or resulting from a **Virus or Similar Mechanism, Phishing or Hacking or Denial of Service Attack** or misuse of any computer or other equipment or component or system or item whether or not resulting in;

**7.2.1.** actual or anticipated disclosure or publication of data including but not limited to privileged information or sensitive personal data;

**7.2.2.** actual or suspected theft of data including but not limited to privileged information and sensitive personal data;

except to the extent of the indemnity provided under "General Extension 3 (Data Protection Legislation) of this **Policy**.

**8.** The **Insurer** will not **Indemnify** the **Insured** against:

**8.1.** any legal liability which is caused by or arises out of any breach of data protection legislation or regulation where the **Insurer** may have agreed to provide **Indemnity** on the basis of the difference between :

**8.1.1.** the limit of indemnity (or limit of liability) and/or the scope of cover under one or more other nominated insurances;

and

**8.1.2.** the applicable limits specified in the **Schedule** and/or the scope of cover under this **Policy**;

referenced under a Difference in Cover/Difference in Limits (DIC/DIL) clause or similar.

**8.2.** any claim arising under cover relating to data protection legislation or regulation where the **Insurer** may have agreed to provide **Indemnity** on the basis of the limit of indemnity (or limit of liability) and/or the scope of cover which may have applied or does apply to a previous or concurrent policy referenced under a Conformity clause or similar, except to the extent that the claim is covered under General Extension 3 (Data Protection Regulation) to this **Policy**.

All other terms, conditions, exclusions and limitations remain unchanged.