

SPORTS PROPERTY & LIABILITY INSURANCE

MASTER POLICY

October 2025



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

WELCOME TO SPORTSCOVER EUROPE

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

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

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

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



MARTIN CRANNIS

Authorised Signatory

Sportscover Europe Limited

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PART A: MASTER POLICY TERMS AND CONDITIONS

Master Policy of Sports Property and Liability Insurance

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ABOUT THIS MASTER POLICY AND WORDINGS

This Master Policy has been arranged through Sportscover Europe Limited.

As the named association or group in the Schedule, you are the Master Policyholder and are the contracting party under this insurance. As the Master Policyholder, you have taken out this Master Policy to cover your club(s) and individual members.

Club(s) and individual Members are beneficiaries under this insurance, but they are not deemed contracting parties.

Club(s) are entitled to cover under this Master Policy under Part B only.

Members are entitled to cover under this Master Policy under Part C as a result of their membership with your association or group.

Please contact the Broker as soon as possible if:

- a) anything needs correcting, or
- b) there are any questions in relation to this Master Policy.

This wording is made up of three parts. These are referred to as:

- Part A: Master Policy Terms and Conditions;
- Part B: Clubs and Associations Wording; and
- Part C: Members' Wording.

The Clubs and Associations Wording applies to you as the Master Policyholder and club(s) as beneficiaries. As such, in the Clubs and Associations Wording 'you' refers to the Master Policyholder and the club(s) as named in the Schedule.

The Clubs and Associations Wording includes specific conditions that apply to the Master Policyholder only, along with other details in respect of the Clubs and Associations Wording.

The Members' Wording applies to the Members who benefit from cover under this Master Policy. As such, in the Members' Wording 'You' refers to the individual Member.

The coverage given under this Master Policy is provided in the Members' Wording.

The Master Policyholder has a duty to provide each Member with a copy of the Members' Wording.

Information About Sportscover Europe Limited

Sportscover Europe Limited, a company registered in England under company number 3726678.

The registered office of Sportscover Europe Limited is 6th Floor, Sackville House, 143-149 Fenchurch St. London, EC3M 6BL.

Sportscover Europe Limited is authorised and regulated by the Financial Conduct Authority Registration No. 308 372.

This document and schedule are issued to the Master Policyholder by Sportscover Europe Limited in its capacity as agent for the Insurer.

Information About The Insurer

Liberty Mutual Insurance Europe SE UK Branch (LMIE UK) is the insurer of this Master Policy.

LMIE UK is a branch of Liberty Mutual Insurance Europe SE. Liberty Mutual Insurance Europe SE is supervised by the Commissariat aux Assurances and licenced by the Luxembourg Minister of Finance as an insurance and reinsurance company. LMIE UK is authorised by the Prudential Regulation Authority (registered number 829959) and regulated by the Financial Conduct Authority.

The address of LMIE UK is 20 Fenchurch Street, London EC3M 3AW.

www.libertyspecialtymarkets.com

IMPORTANT INFORMATION

Insuring Agreement

In return for the Master Policyholder paying the premium shown in the **Schedule**, and the payment of any applicable **Excess** by the Member, **We** will provide the cover given in this Master **Policy** to the Members of the Master Policyholder. The cover provided is subject to all limits, terms, conditions, notices and exclusions of this Master **Policy**.

Law and Jurisdiction

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

Policy interpretation

In this Master **Policy**:

- a) a reference to any regulation or statutory provision will include reference to that provision as (i) amended, re-enacted or replaced from time to time or (ii) any equivalent legislation to the same general intent and effect in any other jurisdiction,
- b) if any term, condition, exclusion or endorsement or part of this Master **Policy** is found to be invalid or unenforceable, then the remainder will be in full force and effect,
- c) any reference to the singular will include reference to the plural, and any reference to the plural includes the singular,
- d) the word 'person' refers to any entity or natural person unless otherwise specified by the Master **Policy**,
- e) where consent by **Us** is required, such consent will not be unreasonably delayed or withheld,
- f) headings are for information purposes only and are not to be construed as part of the Master **Policy**.

Language

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

DEFINITIONS in Part A: Master Policy Terms and Conditions

The definitions that apply to this Part A: Master Policy Terms and Conditions are set out below. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this Part A: Master Policy Terms and Conditions, the **Schedule** or any endorsement relating to this Part A: Part A: Master Policy Terms and Conditions 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. **Broker** means the insurance broker who arranged this insurance, where applicable.
2. **Business** of the **Master Policyholder** 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.
3. **Claim** means:
 - Any
 - 3.1. written or oral demand for damages, or
 - 3.2. Letter of Claim or any other correspondence pursuant to any pre-action protocol pursuant to the Civil Procedure Rules (England and Wales), or
 - 3.3. civil proceedings (including any counterclaim against any **Member**), or
 - 3.4. notice of mediation, adjudication or arbitration proceedings against a **Member** and which arises out of the **Member's** involvement in the **Business**.
4. **Coach** means a **Member** who coaches at the **Business**:
 - a) in accordance with the requirements of the **Sport** or activity nominated in the **Schedule**; and/or
 - b) with a minimum of coaching or refereeing experience in the nominated **Sport** or activity, indicated in the **Schedule**.
5. **Excess** means the first amount of any **Claim** payable by the **Member** making the related claim. The amount of the excess is as specified in the **Schedule**.
6. **Insurer** means Liberty Mutual Insurance Europe SE UK Branch. For more information about Liberty Mutual Insurance Europe SE UK Branch, please see the Information About The Insurer section in this Part A: Master Policy Wording.
7. **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**. A **Member** is the individual able to make a claim under this Master **Policy**. A **Member** is not a contracting party under this insurance.
8. **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**.
9. **Period of Insurance** means the **Period of Insurance** stated in the **Schedule**.
10. **Master Policyholder** means the club, association, league or entity named in the Schedule. The master policyholder is the contracting party for this insurance.
11. **Master Policy** means:
 - 11.1. all the terms, conditions, definitions, exclusions and limitations contained in this wording, that being Part A: Master Policy Terms and Conditions, Part B Master Policy Wording and Part C: Members' Wording; and
 - 11.2. the **Schedule**; and
 - 11.3. any endorsements attaching to and forming part of this Master **Policy**, either at inception or during the **Period of Insurance**.
12. **Schedule** means the Part A document issued to the **Master Policyholder** and which specifies the particular details of this insurance including the **Master Policyholder's** details, any scheme Administrator details and any details in respect of classes of Member. It also includes the **Period of Insurance** and the limit of indemnity. The schedule forms part of this Master **Policy**.
13. **Sport** means being physically engaged in the **Sport(s)** or activity specified in the **Schedule** and includes all official activities organised, arranged, and sanctioned by the insured association and-affiliated member clubs named in the **Schedule**.
14. **We/Us/Our** means Sportscover Europe Limited as underwriting agent of the **Insurer**.

CANCELLATION

How to Cancel

Only the **Master Policyholder** can cancel this **Master Policy**. If the **Master Policyholder** would like to cancel this **Master Policy**, please send written notice to:

Sportscover Europe

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

Email address: info@active-risk.com

Telephone Number:

Cooling-off

This insurance has a cooling off period of fourteen (14) days. The **Master Policyholder** has a statutory right to cancel the **Master Policy** for any reason within fourteen (14) days from the later of:

- the start of the **Period of Insurance**; or
- the day on which the **Master Policyholder** receives the **Master Policy** or the renewal documentation.

We will provide a full refund of the premium paid, but the **Master Policyholder** will not receive any refund of premium if any claim has been made on this insurance.

Cancellation by the Master Policyholder

The **Master Policyholder** may cancel this insurance after the cooling off period by giving **Us** 30 days' notice in writing to the address given above.

Any return premium due will depend on how long this insurance has been in force and whether any claim has been made.

Depending on how the premium has been calculated **We** will do the following:

1. 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 GBP administration fee; or
2. if the premium at the start 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.

However, if the **Insurer** has paid any claim, in whole or in part, no refund of premium will be paid.

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

Cancellation by Us

We may cancel this insurance where there is a valid reason by giving the **Master Policyholder** 30 days' notice in writing to their last known address. Examples of valid reasons are as follows:

1. Non-payment of premium;
 - 1.1. A change in risk occurring which means that **We** can no longer provide insurance cover;
 - 1.2. Non-cooperation or failure to supply any information or documentation **We** request;
 - 1.3. Failure to inform **Us** of changes to information provided by the **Master Policyholder** or that has been requested by **Us**.

Any return premium due will depend on how long this insurance has been in force and whether any claim has been made.

Depending on how the premium has been calculated **We** will do the following:

1. 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
2. if the premium at the start 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.

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

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

MASTER POLICYHOLDER'S RESPONSIBILITIES

This section has details of obligations the **Master Policyholder** has under the **Master Policy**.

We recognise that the **Master Policyholder** may appoint an Administrator to administer certain functions of the **Master Policy**. However, it remains the **Master Policyholder's** responsibility to ensure compliance with these terms and conditions.

The **Master Policyholder** must ensure it has carried out the following.

Fair Presentation of Risk

As the contracting party, the **Master Policyholder** has a responsibility before entering into this **Master Policy** (or before any variation to it during the **Period of Insurance** or subsequent renewal) to make a fair presentation of the risk to **Us**.

A fair presentation of the risk is one where:

- a) The **Master Policyholder** discloses to **Us** every material circumstance it knows or ought to know, or
- b) failing that, the **Master Policyholder** must give **Us** sufficient information that would put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances, and
- c) the disclosure as required under a) and b) above, to **Us**, is made in a reasonably clear and accessible way, and
- d) the **Master Policyholder** ensures every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

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

The **Master Policyholder** is expected to know and will be deemed to know matters that should reasonably have been revealed by a reasonable search of information available to it. The information may be held within the **Master Policyholder's** organisation, or by any third party, for example its broker, or affiliates. The reasonable search may be conducted by making enquiries or by any other means.

Remedies – Breach of Duty to give a Fair Presentation

If the **Master Policyholder**, or anyone on its behalf, breaches the duty of fair presentation to **Us** and it is deliberate or reckless, then **We** may avoid this **Master Policy** and refuse to pay all claims from the start of the **Period of Insurance** or date of variation, as applicable. **We** need not return any premium and any payment made by **Us** under this **Policy** must be repaid.

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

- a) charged a higher premium, then **We** may reduce proportionately any amount to be paid or already paid under the **Master Policy**. In those circumstances, **We** will pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
- b) entered into the **Master Policy** on different terms (other than terms related to the premium) then those terms will apply from the start of the **Period of Insurance** or the date of variation as applicable.
- c) not entered into this **Master Policy** or, if applicable, into a variation of this **Master Policy**, on any terms, then **We** may avoid this **Master Policy**, or such variation of this **Master Policy**, from the start of the **Period of Insurance** or variation, as applicable. In those circumstances **We** will return the premium received for this **Master Policy**, or such additional premium received for the variation of this **Master Policy**. Any amount paid or incurred by **Us** under this **Master Policy**, or as a result of such variation of this **Master Policy**, must be promptly repaid to **Us**.

RETENTION AND PROVISION OF RECORDS

- 1.1 The **Master Policyholder** must establish and maintain complete records relating to all **Members** in connection with the **Master Policy**, this includes copies of all **Members'** Wordings provided. The **Master Policyholder** must retain those records, including electronic records, for a minimum period of seven (7) years or for such longer period as may be required by local law.
- 1.2 The **Master Policyholder** must provide **Us** upon request copies of those records or documentation, or any other information as **We** may reasonably require from time to time, relating to the **Members**.

SECURITY OF DOCUMENTS

- 2.1 All documents evidencing cover and any electronic method of storing and/or producing documentation must be kept secure at all times. If requested by **Us**, the **Master Policyholder** must promptly return, delete or destroy all unused documents, including electronic documents, relating to the **Master Policy** and ensure that any issuance or production of those documents by the **Master Policyholder** stops.

CLAIMS, COMPLAINTS OR PROCEEDINGS

- 3.1 If the **Master Policyholder** is made aware by a Member of a claim or complaint that the **Member** wishes to make under the **Master Policy**, the **Master Policyholder** must promptly:
- inform the **Member** of the arrangements established under the **Master Policy** for making claims or complaints (as applicable); and
 - provide **Us** with full details of the claim or complaint (as applicable).
- 3.2 Where the **Master Policyholder** is aware of any legal or regulatory proceedings or actions started against **Us** or the **Master Policyholder**, arising out of the operation of or in connection with the **Master Policy**, the **Master Policyholder** must promptly provide **Us** with full details of those proceedings.

COMPLIANCE WITH THE LAW AND FINANCIAL CRIME

- 4.1 Without prejudice to any of the rights or obligations otherwise specified in the **Master Policy**, the **Master Policyholder** must comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the **Members**. The **Master Policyholder** must also use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the **Master Policy** comply with such laws, where applicable.
- 4.2 The **Master Policyholder** must not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.

DATA PROTECTION

- 5.1 The **Master Policyholder** must comply with its obligations under the relevant local data protection legislation, whether as data controller or data processor (as appropriate). The term "local data protection legislation" includes all applicable statutes and regulations in any jurisdiction in respect of the processing of personal data, including the privacy and security of personal data,
- 5.2 For the purposes of this Condition 5:
- "data controller" means the person who, alone or jointly with others, determines the purposes and means of the processing of personal data;
- "data processor" means the person who processes personal data on behalf of the data controller;
- "data subject" means the identified or identifiable natural person to whom the personal data relates;
- "personal data" means any information relating to the data subject;
- "processing" means any operation or set of operations which is performed upon personal data, whether or not by automatic means, for example collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, dissemination or otherwise making available, alignment or combination, blocking erasure or destruction.

COMMUNICATION WITH CLUBS AND MEMBERS

- 6.1 The **Master Policyholder** must inform the **Members** of any changes to the **Master Policy**, which are relevant to the coverage provided to the **Member**, including cancellation or non-renewal of the **Master Policy**.
- 6.2 The **Master Policyholder** must provide each **Member** with a copy of the **Member's** Wording, which forms part of this **Master Policy**.

AUTOMATIC OR TACIT RENEWAL OF INSURANCES BOUND

- 7.1 The **Master Policyholder** must not take any steps which have the effect of committing **Us** to automatic or tacit renewal of any benefit provided to **Members** under the **Master Policy** unless otherwise agreed in writing in advance by **Us**.

PROMOTIONAL AND MARKETING MATERIAL

8.1 The **Master Policyholder** must agree with **Us** any specific marketing or promotional material to be used in relation to the **Master Policy**, including on any internet website, portal or similar online system.

LICENSING

9.1 The **Master Policyholder** must ensure that it, and any appointed Administrator, maintain all necessary licences, authorisations, registrations and qualifications to perform its duties under the Master Policy.

For example, the **Master Policyholder** must obtain when necessary a licence from the local Authority to operate the **Master Policyholder's Business** at the premises as stated in the **Schedule**. If this condition is not complied with, the policy coverage under the Public and Products Liability Section will not be operative.

1. Change in risk

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

- a) any change in the identity of club, association, league or entity named in the **Schedule**,
- b) any change in the nature or scope of the **Business**,
- c) the appointment of a liquidator, receiver, or administrator (or equivalent) over the **Business**.

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

- i) **We** have agreed in writing to accept the altered/change in risk; and
- ii) The **Master Policyholder** has paid or agreed to pay any additional premium charged and accept any revised terms and conditions.

The Disclosure Barring Service Checks

All **Members** must have passed the necessary The Disclosure Barring Service checks. If this condition is not complied with, the policy coverage in respect of any **Member** that has not passed The Disclosure Barring Service checks under the Public and Products Liability Section will not be operative.

Volunteer Coaching Qualifications

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

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

Qualified Person Registration

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

HOW TO MAKE A COMPLAINT

Complaints to Sportscover

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

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

Sportscover Europe 6th Floor

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

Email: info@active-risk.com

Telephone Number: +44 (0) 20 7444 1770

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

Complaints to Liberty

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

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

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

Email: complaints@libertyglobalgroup.com

Telephone Number: +44 (0) 20 3758 0840

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

Email: complaints@libertyglobalgroup.com

Telephone Number: +352 28 99 13 00

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

Exchange Tower
Harbour Exchange
London, E14 9SR

Email: enquiries@financial-ombudsman.org.uk

Telephone Number: +44 (0) 800 023 4567

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

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

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

Email: caa@caa.lu

Telephone Number: +352 22 69 11 1

www.caa.lu

or Mediateur en AssurancesACA,
72, Rue Erasme,
L-1468 Luxembourg

Email: mediateur@aca.lu

Telephone Number: +352 44 21 44 1

www.ulc.lu

NOTICES

COMPENSATION (FINANCIAL SERVICES COMPENSATION SCHEME)

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

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

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 at www.libertyspecialtymarkets.com/privacy-cookies. This explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read the Notice carefully as it also informs **You** about **Your** rights concerning your personal data and how **You** can get in touch with Liberty Mutual Insurance Europe SE UK Branch, in case **You** have questions or need additional information and support in this regard.

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

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

SANCTIONS SUSPENSION NOTICE

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

TAXES

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

PART B: CLUBS AND ASSOCIATIONS WORDING

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INTRODUCTION

This cover is part of a **Master Policy**.

As a beneficiary, **You** receive cover under this Sports Property and Liability Insurance. This document gives **You** details about the cover **You** have.

Please also read **Your Schedule** to confirm which policy coverage sections apply under this insurance.

If you have any queries relating to this cover or would like to see the full **Master Policy** please contact the **Master Policyholder**.

Policy Information

This cover has been prepared in accordance with the instructions of the **Master Policyholder**. Please read this Wording carefully to ensure that **You** understand its limits, terms, conditions and exclusions. If **You** have any queries relating to this cover please contact the **Master Policyholder**.

This Clubs and Associations Wording consists of:

- General Definitions which define particular words and expressions that apply to the whole of this Part B- Clubs and Associations Policy Wording;
- the policy coverage sections of: Material Damage, Portable Items, Consequential Loss, Money, Glass, Fidelity, Frozen Food, Loss of Licence, Public & Products Liability and Employers Liability
- which give precise details of the cover being provided;
- General Exclusions, Claims Conditions and General Conditions apply to the cover as a whole;
- Complaints and Notices sections which provides details of what to do should **You** not be entirely satisfied with the service **You** have been provided and has details of notices **We** must provide.

HOW TO MAKE A CLAIM

Notification of a claim to us

These claims notification conditions apply to the whole policy, **You** must make sure to read each Section of cover for information on how a claim will be settled for that Section.

In the event of learning of any circumstance which is likely to give rise to a claim under this section **You** must:

- a. notify **Your** insurance broker as soon as reasonably possible;
- b. the police as soon as reasonably possible and acquire a crime reference number if the loss or

Damage has been caused by:

- i. theft,
- ii. malicious persons,
- iii. riot,
- iv. civil commotion, or
- v. labour disturbances.

Things you must do...

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

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

For details of **Our** rights and **Your** rights once a **Claim** has been made, please see the Claims Conditions section on page 82.

Following **Your** notification to **Us**, **You** must:

- a. provide all information that **We** request from **You** as soon as reasonably possible and cooperate fully with **Our** investigation of a claim;
- b. co-operate fully at all times with any lawyers and/or other advisers **We** appoint for the handling of a claim;
- c. allow **Us** to enter and inspect **Your Premises**
- d. not make or allow to be made on **Your** behalf any admission offer or promise of payment without **Our** written consent;
- e. take all reasonable steps to recover property lost and otherwise minimise the claim; and
- f. notify as soon as possible, the carrier of loss or **Damage** in transit and try to obtain a written acknowledgement.

We are entitled, but not obliged, to take over and deal with, in **Your** name, the defence or settlement of any claim.

If an event giving rise to a claim under this Insurance occurs, please provide details by contacting the Claims Department at:

Davies Group PO Box 2807
Stoke on Trent ST49DN

Email: newclaims.liberty@davies-group.com

Telephone Number: +44 (0) 344 856 2364

Our Rights Following a Claim

In the event of a loss for which a claim is made, **We** and any person authorised by **Us** may, for the purpose of investigation and/or settlement of the claim, without incurring any liability or changing any of our rights under this policy:

- a. enter, take, or keep possession of the **Premises** where such loss has occurred;
- b. take possession of, or require to be delivered to **Us**, any **Property Insured** for which loss has been paid or agreed to be paid; and
- c. deal with such property for all reasonable purposes and in any reasonable manner.

If **You** fail to cooperate with **Us** or purposefully avoid or refuse to cooperate with **Us** then **We** will have the right to deny payment of a claim.

No property may be abandoned to **Us** regardless of whether taken possession of by **Us** or not.

Fraudulent Claims

If **You** or anyone acting on **Your** behalf, makes a claim which is fraudulent or fraudulently exaggerated or supported by false statement or means or evidence under this insurance contract, **We**

- a. will not be liable to pay the claim;
- b. may recover from **You** any sums paid by **Us** to **You** in respect of the claim;
- c. may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act; and
- d. **We** will not pay any claims, and **We** will not be required to return any premium to **You**.

HOW TO MAKE A COMPLAINT

Complaints to Sportscover

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

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

Sportscover Europe 6th Floor

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

Email: info@active-risk.com

Telephone Number: +44 (0) 20 7444 1770

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

Complaints to Liberty

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

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

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

Email: complaints@libertyglobalgroup.com

Telephone Number: +44 (0) 20 3758 0840

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

Email: complaints@libertyglobalgroup.com

Telephone Number: +352 28 99 13 00

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

Exchange Tower
Harbour Exchange
London, E14 9SR

Email: enquiries@financial-ombudsman.org.uk

Telephone Number: +44 (0) 800 023 4567

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

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

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

Email: caa@caa.lu

Telephone Number: +352 22 69 11 1

www.caa.lu

or Mediateur en AssurancesACA,
72, Rue Erasme,
L-1468 Luxembourg

Email: mediateur@aca.lu

Telephone Number: +352 44 21 44 1

www.ulc.lu

NOTICES

FINANCIAL SERVICES COMPENSATION SCHEME

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

If **You** are entitled to compensation from FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: www.fscs.org.uk or **You** can write to them at PO Box 300, Mitcheldean, GL77 IDY.

DATA PROTECTION NOTICE

How we use Your data

We 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 Liberty Specialty Markets behalf or services the being provided or to a claim that is being reported.

Liberty Specialty Markets 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. Liberty Specialty Markets also uses a number of trusted service providers, who will also have access to personal information subject to their 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 Liberty Specialty Markets uses personal information. For more information, please refer to their Data Privacy Notice. Please see Liberty Specialty Markets' full privacy notice available at www.libertyspecialtymarkets.com/privacy-and-cookies for further information on how **Your** personal data is used and the rights you have in relation to the personal data Insurers hold about **You**.

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

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

LAW AND JURISDICTION

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

SANCTIONS SUSPENSION NOTICE

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

TAXES

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

DEFINITIONS in Part B: CLUBS AND ASSOCIATIONS Wording

Definitions are set out below unless otherwise shown in a particular policy coverage section. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this document, 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.

There also definitions which apply to specific sections and are detailed there. They should be read together with this this section.

1. **Abuse or Molestation** means any physical, mental or emotional abuse including but not limited to harassment or bullying, voyeurism, invasion of privacy, mistreatment or maltreatment, neglect, any act of a sexual nature or any act undertaken with a sexual motive or any situation where **You** had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental and/or emotional) of a victim and were in breach of that duty to protect those in **Your** care either through negligence or vicariously for the acts and/or omissions of **Your Employees, Members or Coaches/Referees**.
2. **Act of Terrorism/Terrorism** means any act by a person or group(s) of persons, such as causing or threatening bodily injury or damage to property, committed for political, religious, ideological, or similar purposes with the intention to influence any government and/or to put the public in fear.
3. **Aircraft** means any vessel, craft, **Vehicle**, kite, hang glider, balloon, or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes.
4. **Bodily Injury** means death, injury, illness, disease, mental anguish, or nervous shock of or to any person.
5. **Broker** means the insurance broker who arranged this insurance for You, where applicable.
6. **Business** means a sporting club and/or member of the sporting association, league or entity stated in the **Schedule** including:
 - a) the ownership or occupation of **Premises** by **You** including incidental repair and maintenance;
 - b) the provision of canteen social sports and welfare organisations for the benefit of **Your Employees**.
 - c) fire, first aid and ambulance services.
 - d) all activities connected with the **Sport** or activity including responsibilities as landlord, tenants, property owners and organisers of social and fund- raising activities.
7. **Category 4 Sports** means Rugby Union, Rugby League, Football, Gaelic Football, Gridiron, Australian Rules Football, Kick Boxing, Boxing, Martial Arts, Cycling and all other contact sports.
8. **Claim** means: Any
 - a. written or oral demand for damages, or
 - b. Letter of Claim or any other correspondence pursuant to any pre-action protocol pursuant to the Civil Procedure Rules (England and Wales), or
 - c. civil proceedings (including any counterclaim against any **Insured**), or
 - d. notice of mediation, adjudication, or arbitration proceedings against the **Insured** and which arises out of the **Business**.
9. **Coach/Referee** means a person who is a member of the club, an association, a league, or entity who:
 - a) accordance with the requirements of the **Sport** or activity nominated in the **Schedule** and/ or a person with a minimum of coaching or refereeing experience in the nominated **Sport** or activity, indicated in the **Schedule**.
10. **Company's Computer System** means a computer system leased, owned, or operated by or which is made available or accessible to the **Insured** for the purpose of storing and processing the **Insured's** electronic data or software.
11. **Compensation** means damages awarded to claimants and includes interest which may be awarded upon damages or incurred upon a judgment debt and claimants' costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated, or exemplary damages.

12. Costs and expenses mean:

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

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

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

13. Customers' Accounts means the accounts of all **Your** Customers and/or agents who purchase goods from, or to whom services are rendered by **You**.

14. Cyber Event means any Cyber Act or Cyber Incident.

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

14.2. A Cyber Incident is:

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

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

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

15. Damage means physical loss of or **Damage to Property Insured**

16. Declared Value means **Your** assessment of the cost of reinstatement of the **Property Insured**

(excluding any subsequent inflationary factors) combined with:

16.1 debris removal costs;

16.2 professional fees;

16.3 the additional costs of complying with public authority requirements.

17. Electronic Data means facts, concepts and information converted to a form Useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, **Proprietary Software Programmes**, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

18. Employee means any person who is:

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

18.2 a labour master or person supplied by him;

18.3 employed by labour only sub-contractors;

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

18.5 hired to or borrowed by **You**;

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

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

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

18.9 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.

19. Employees' Directors' Officials' Personal Effects of any description (other than motor vehicles) but only so far as they are not otherwise insured up to a limit of £500 per person.

20. Endorsement means an individual **Endorsement** document that **We** give **You** that attaches to and forms part of **Your Policy**. This document varies the terms and conditions of **Your Policy**.

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

- 22. Fungus, Mildew and Mould** includes but is not limited to any form or type of Mould, Mildew, mushroom yeast, or bio-contaminant. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any Fungus/fungi.
- 23. Indemnity / Indemnify/ Indemnified / Indemnifiable** means the principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the policy terms and conditions and applicable policy limits and excess.
- 24. Insured** means **You** and at **Your** request:
- 24.1 any director, executive officer, committee member, officeholder, **Employee, Coach** of the club, association, league, or entity but only whilst acting within the scope of their duties in such capacity;
- 24.2 any owner of plant in respect of the hire of said plant to the club, association, league, or entity named in the **Schedule** but only to the extent required under written contract or agreement; provided that if **Indemnity** is extended to any party described in paragraphs 18.1 to 18.3 above that party will be subject to the terms of this **Policy** so far as they can apply and in any event the **Insurer's** liability will not exceed the applicable limit of indemnity specified in the **Schedule**.
- 25. Insurer** means Liberty Mutual Insurance Europe SE UK Branch.
- 26. 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.
- 27. Master Policyholder** means the club, association, league or entity named in the **Schedule**. The **Master Policyholder** is the contracting party for this insurance.
- 28. Medical Persons** means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.
- 29. 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**.
- 30. Loss** means an event, including continuous, repeated exposure to substantially the same general condition, which results in **Bodily Injury** or **Property Damage** neither expected nor intended from the standpoint of the **Insured**.
- 31. Occurrence** means any loss or **Damage to Property Insured** or **Portable Items** directly caused by an **Insured Peril**, the loss or **Damage** arising during a period of seventy-two (72) consecutive hours will be considered a single **Occurrence**, to which the **Excess** will be applied.
- If the duration of the loss or **Damage** from the stated perils, extends to beyond seventy-two (72) consecutive hours, then **You** may decide to claim for two (2) seventy-two (72) hour periods, that is two (2) **Occurrences** with a separate **Excess** applying to each **Occurrence**.
- a. **You** may choose the date and time when any such period of seventy-two (72) hours shall commence provided that
- i. **We** will not cover **You** for any loss arising from **Damage** occurring before the effective date and time of this **Policy** nor for any occurring after the expiration date of this **Policy**; and
- ii. no two seventy-two (72) hour periods overlap and
- iii. no period commences earlier than the date and time of the happening of the first recorded individual loss to **You** as a result of the above perils.
- 32. 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.
- 33. Period of Insurance** means the **Period of Insurance** stated in the **Schedule**.
- 34. Personal Effects** means clothing, baggage and articles of personal use which are normally carried away from the home.
- 35. Policy** means:
- 35.1 all the terms, conditions, definitions, exclusions, and limitations contained in this **Policy**; and
- 35.2 the **Schedule**; and
- 35.3 any endorsements attaching to and forming part of this **Policy**, either at inception or during the **Period of Insurance**.

- 36. Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 37. Pollution** means:
- 37.1 pollution or contamination by naturally occurring or man-made substances, forces, organisms, or any combination of them whether permanent or transitory; and
- 37.2 all loss, damage or injury directly or indirectly caused by such pollution or contamination.
- 38. Premises** means the **Buildings** referred to in the **Schedule** and occupied by **You** for the purposes of the **Business**.
- 39. Premium** means the amount(s) shown in the **Schedule** that **You** have to pay for the **Insurance** cover **We** provide.
- 40. 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.
- 41. 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**.
- 42. Property Damage** means accidental loss of or damage to property and includes loss of use of property.
- 43. Property Insured** means **Buildings, Stock** and **Machinery and Plant, Information Technology** as detailed in the **Schedule**.
- 44. Proprietary Software Programs** means the package of software programs **You** purchased at the same time as the **Information Technology** plus any subsequent upgrades excluding any bespoke computer software that **You** purchased in connection with the **Business** unless advised to **Us** and agreed by **Us** in writing.
- 45. Schedule** means the Part B Policy Schedule attaching to this wording confirming currency of the **Policy** or the **Policy Schedule** subsequently issued on renewal or variation or by way of **Endorsement**.
- 46. Sport** means being physically engaged in the **Sport(s)** or activity specified in the **Schedule** and includes all official activities organised, arranged, and sanctioned by the insured association and-affiliated member clubs named in the **Schedule**.
- 47. Stock** means **Stock** and materials in trade, stationery, food **Stocks** and the like, memorabilia and souvenirs, wine, beer and spirits, **Your** property or for which **You** are responsible.
- 48. Sum Insured** means the applicable **Sum Insured** specified in the **Schedule**.
- 49. Tenants Improvements** means structural fixtures and fittings which are **Your** property as occupiers of the **Property**.
- 50. Territorial Limits** means.
- 50.1 the **United Kingdom**;
elsewhere in the world in respect of;
- 50.2 any act or omission occurring within the territories specified in 50.1. above;
the acts or omissions of persons normally resident in the territories specified in 50.1. above but temporarily engaged in the **Business** outside those territories;
unless otherwise specified on the **Schedule**.
- 51. Terrorism** means any act or acts of force and/or violence:
- 51.1 for political, religious, ideological or other ends; and/or
- 51.2 directed towards the over-throwing or influencing of any government de jure or de facto; and/or
- 51.3 for the purpose of putting the public or any part of the public in fear.
- 52. Transit** means whilst the **Property Insured** is being loaded upon, carried by or temporarily stored within or unloaded from any vehicle(s) owned, borrowed or hired by **You** to transport the **Property Insured** to and from the **Premises** to any location within the **Territorial Limits** in the course of **Your Business**; including temporary garaging, up to a maximum period of 5 consecutive days during the course of the **Transit**.

- 53. **United Kingdom** means Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.
- 54. **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.
- 55. **Visitors' Effects** means visitors' and guests' **Personal Effects** of any description (other than motor vehicles) limited to £500 per person unless otherwise stated in the Schedule.
- 56. **Watercraft** means any vessel, craft, vehicle or appliance made or intended to float on or in or travel on or through or under water.
- 57. **We, Us or Our** means Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets and where context requires Sportscover Europe Limited,
- 58. **You, Your** means the **Master Policyholder** company, person or persons named as the **Insured** shown in the **Schedule** including any directors and partners.

INSURANCE COVERS APPLICABLE TO PART B: CLUBS AND ASSOCIATIONS WORDING

MATERIAL DAMAGE

What is covered

In the event of **Damage** to any of the **Property Insured** occurring during the **Period of Insurance** at the **Premises** as stated in the **Schedule** directly caused by the **Insured Perils**, **We** will pay to **You** the value of the **Property Insured** at the time of its **Damage** in accordance with the Basis of Settlement or at **Our** option reinstate or replace or repair such **Property Insured** or any part of it.

Provided that **Our** liability under this Insurance, during any one **Period of Insurance** shall not exceed the **Sum(s) Insured** stated in the **Schedule** (or such other **Sum(s) Insured** as may subsequently be agreed to in writing by **Us**) at the time of the **Damage**.

Definitions Applicable to Material Damage

1. Building(s) means:

- 1.1. the permanently fixed structure (being built mainly of brick stone concrete or other non Combustible materials unless otherwise advised to, and agreed in writing by Us) that consists of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed including:
- 1.2. landlord's fixtures and fittings including lights and signs in and on the structure
- 1.3. foundations and structural improvements.
- 1.4. extensions, annexes, gangways, walls, gates, fences and letterboxes;
- 1.5. yards car parks, roads, paths, pavements and driveways which wholly or partly serve the **Premises**;
- 1.6. telephone, gas, water and electric installations, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility;
- 1.7. drains, sewers and irrigation installations within the perimeter of the **Premises** and extending to the public mains but only to the extent of **Your** responsibility;
- 1.8. all fixed glass and sanitary fittings contained within the structure including framework alarm strips or fittings and fixed signs within the **Buildings**;
- 1.9. carports, pergolas and canopies;
- 1.10. storage sheds and tanks;
- 1.11. external fixed swimming pools, saunas and spas;
- 1.12. flagpoles;
- 1.13. communication masts, aerials, antennae dishes;
- 1.14. fixed floor coverings;
- 1.15. Permanent spectator viewing stands or terracing and any fixed furniture thereon;
- 1.16. **Outbuildings** that consist of a roof and external walls that completely enclose an area beneath the roof when doors and windows that form part of the structure are closed; used by **You** for the purpose of the **Business** at the **Premises** stated in the **Schedule**.

2. Flood means the covering of normally dry land with water released or that has escaped from the normal confines of:

- a) any watercourse whether natural or altered;
- b) any lake whether natural or altered;
- c) any reservoir, canal or dam;
- d) water that cannot enter any watercourse, lake reservoir, canal or dam because of: water already contained within these normal confines; or water that has already been released or has escaped from any of these normal confines.

3. Insured Perils means

- 3.1. Aircraft and other aerial devices or articles dropped there from;
- 3.2. Earthquake but excluding:
 - a) subterranean fire; or
 - b) volcanic eruption.
- 3.3. Explosion
Explosion excluding **Damage** by explosion (other than **Damage** by fire resulting from explosion) caused by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control.
- 3.4. Fire
FIRE excluding **Damage** caused by its own spontaneous combustion, fermentation heating or it's undergoing any heating process or any process involving the direct application of heat;
- 3.5. **Flood**
- 3.6. Lightning or thunderbolt.
- 3.7. Storm or Tempest, excluding:
 - a) loss or **Damage** directly or indirectly caused by **Flood** or frost;
 - b) bursting or overflowing or leakage of water pipes, water mains, water tanks or water apparatus domestic boilers or oil-fired heating installations;
 - i) as a result of repairs to or removal or extension of water pipes, mains, tanks or apparatus,
 - ii) by bursting or overflowing or leakage occurring whilst the **Premises** are vacant or **Unoccupied**
 - iii) as a result of water discharged or leaking from any automatic sprinkler installation,
 - iv) to gates, boundary fences or walls, glass, drains, sewers or water courses unless **Damaged** by the fall of brickwork or masonry caused by an **Insured Peril**,
 - v) to **Stock** not stored at least 15 centimetres above the floor,
 - vi) to **Property Insured** in the open unless specifically agreed by **Us** in writing,
 - vii) loss whether caused directly or indirectly by:
 - subsidence, ground heave or landslip
 - fire, lightning or explosion.
- 3.8. Riot, Civil Commotion, Strikers, Locked-Out Workers or persons taking part in labour disturbances or malicious persons excluding **Damage** whether caused directly or indirectly by:
 - a) caused by cessation of work; or
 - b) arising from the confiscation, requisition or destruction, by or by order of the government or any public authority.
- 3.9. Impact caused by:
 - a) any vehicle, horse or cattle not belonging to or under **Your** or **Your Employees** control;
 - b) falling trees or tree branches excluding **Damage** caused by lopping pruning or felling;
 - c) collapse or breakage of television or radio receiving aerials or satellite dishes.
- 3.10. Theft or attempted theft involving:
 - a) entry to or exit from the **Premises** by forcible and violent means;
 - b) violence or threat of violence to **You** or any director partner or **Employee**, excluding **Damage**:
 - I. to the **Property Insured** by **You** or in collusion with any of the **Your Employees** or tenants or concessionaires or subcontractors at **Your Premises**,
 - II. to the **Property Insured** in any yard or open space, unless agreed by **Us** in writing,
 - III. to **Money**, negotiable instruments, and securities of any description,
 - IV. resulting in fire or explosion,
 - V. involving the dishonest manipulation of any database or computer system,

- 3.11. Sprinkler leakage caused by accidental water discharge or leakage from the Automatic Sprinkler Installation at the **Premises**. Excluding **Damage** caused by the discharge or leakage of water occasioned by or happening through:
- repairs or alterations or extensions to the Premises and/or sprinkler installations;
 - freezing whilst the **Premises** is **Unoccupied** or freezing due to **Your** neglect;
 - fire, lightning or explosion,
 - defects in construction or condition of the Automatic Sprinkler Installation of which **You** are aware; to the Automatic Sprinkler Installation,
- 3.12. Subsidence, ground heave or landslip of any part of the site on which the **Buildings** stands, excluding **Damage**:
- occurring to yards, carpark, roads, pavements, walls, gates and fences unless also affecting the **Buildings**;
 - occurring as a result of the construction demolition structural alteration or structural repair of any **Buildings** at the **Premises**;
 - commencing prior to the granting of cover under this Insurance;
 - arising from the normal settlement or bedding down of new structures;
 - arising from settlement or movement of made-up ground or by coastal or river erosion;
 - arising from defective design or workmanship or the use of defective material;
 - arising from fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe;
 - arising from any groundworks or excavation at the **Premises**.
4. Accidental **Damage** arising from any other sudden and unforeseen occurrence, excluding:
- Damage** caused by an event defined under insured perils 2.1. to 2.10. inclusive whether covered by this insurance or not.
5. **Machinery and Plant** means:
- fixtures and fittings, fixed **Machinery and Plant** either **Your** own or held by **You** in trust for which **You** are responsible, but excluding:
Portable Hand Tools;
all directors of the **Insured**, partners of the **Insured**, customers', guests' and **Employees**;
personal effects and/or motor vehicles; and
 - any property which is more specifically insured
 - contents in Out Buildings extensions annexes and gangways,
 - documents manuscripts and **Business** books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up (excluding any expense in connection with the production of information to be recorded in them) and not for the value to **You** of the information contained in them,
6. **Information Technology** means:
- all computer equipment used for the storage and communication of electronically processed data, including interconnecting wiring, fixed disks and telecommunications equipment;
 - Proprietary Software Programs** and other information stored upon fixed disks;
7. **Reinstatement** means the rebuilding or replacement of property which may be carried out:
- in any manner suitable to **Your** requirements;
 - on another site.
- Or,
the repair or restoration of the property **Damaged**.
- In both cases, **Reinstatement** will result in the **Buildings** being returned to a condition which is substantially the same as but not better or more extensive than its condition when new.
8. **Unoccupied** means closed for **Business** or not occupied for its usual purposes or not physically visited or inspected within a period of 30 consecutive days.

EXCLUSIONS APPLICABLE TO MATERIAL DAMAGE

We will not cover **You** against any loss consisting of or connected with:

1. explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which the internal pressure is due to steam only and belonging to or under your control.

but this will not exclude loss or **Damage** which is the result of **Damage** which is covered under this **Policy**.

Any consequential loss arising as a result of **Damage**.

any loss consisting of or connected with:

- a. freezing;
- b. escape of water from any tank, apparatus or pipe;
- c. malicious persons, not acting on behalf of, or in connection with, any political organisation, other than fire or explosion;
- d. theft or attempted theft;

in respect of any **Building** which is **Unoccupied**.

2. loss of use, delay or loss of markets; however, caused or arising, and despite any preceding loss insured hereunder;

- a. Mysterious disappearance or inventory shortage, or misfiling or misplacing of information;
- b. theft, fraud, or any kind of wrongful conversion or abstraction, whether committed alone or in collusion with others by **You** or any directors, **Employees**, officials or partners;
- c. **Damage** to that part of the **Property Insured**:
 - i. caused by fire resulting from it undergoing any heating process or any process involving the application of heat;
 - ii. resulting from it undergoing any process of production, packaging treatment commissioning service or repair
 - iii. spontaneous combustion, or fermentation.
- d. electrical or magnetic injury to, or disturbance or erasure of, electronic records, except by lightning;
- e. **Damage** caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies;
- f. **Damage** in respect of moveable **Property Insured** in the open or in any open-sided **Buildings** or structures, fences and gates caused by wind rain hail sleet and snow **Flood** or dust.

3. **Damage** to:

- a) Jewellery, precious stones, furs, bullion, works of art or rare books, trophies and memorabilia unless otherwise specifically noted in the **Schedule**;
- b) **Property Insured** in **Transit**;
- c) **Money**, cheques, stamps bonds, credit cards, securities, deeds, evidence of debt and valuable papers;
- d) **Business** interruption or consequential loss of any kind.

4. **Damage** to:

- a) land, piers, jetties, bridges, culverts or excavations;
 - b) canals, dams, reservoirs other than tanks and their contents;
 - c) **Buildings** or structures in the process of construction or erection and materials and supplies on the **Premises** in connection therewith.
 - d) vehicles licenced for road use, caravans, trailers, **Watercraft** and **Aircraft**, railway locomotives and rolling **Stock**;
 - e) livestock growing crops or trees;
- unless specifically mentioned as covered by this **Insurance**.

5. the **Excess**, the amount as stated in the **Schedule** for each **Insured Peril** in respect of each and every **Claim**.

CONDITIONS APPLICABLE TO MATERIAL DAMAGE

1. Basis of settlement Property Insured

The amount payable for each item, will be in accordance with the one of the following **Basis of Settlement** marked on the **Schedule** against the appropriate item (and defined below) or at **Our** option **We** may choose to reinstate or replace the **Property Insured** or any part of it which is lost destroyed or **Damaged**:

1.1. Agreed Value Basis

Applicable only to those Items on the **Schedule** where 'Agreed Value' has been shown.

- a. Where an Item insured is shown to have been accepted on an Agreed Value basis and noted as such in the **Schedule**, **Our** liability will not exceed the **Sum Insured** stated in the **Schedule** in all during the **Period of Insurance**;
- b. In the event of partial loss of or **Damage** to any Item insured the amount payable will be the cost and expense of restoration plus any resulting depreciation but not exceeding the value of that item as shown in the **Schedule**.

For the purpose of this clause, the condition of Average (Underinsurance) set out in the General Conditions of this **Insurance** will not apply.

2. 25% Day One Reinstatement Basis

Applicable only to those Items on the **Schedule** where 'Day One 25%' has been shown, the **Declared Value** is the figure shown in brackets by the **Sum Insured**.

The Basis on which the amount payable for the **Damage** to the **Property Insured** is to be calculated will be the **Reinstatement** of the **Property Insured**, subject to the 25% Day One Reinstatement Basis Special Conditions shown below.

Provided that in 4.7.1. a. and b. above the condition is equivalent to or substantially the same but not better or more extensive than the **Property Insured** when new.

25% Day One Reinstatement Basis Special Conditions:

- a) The **Premium** has been calculated on the basis of the **Declared Value** provided by **You** in writing to **Us**;
- b) **You** will notify **Us** of the **Declared Value** for each applicable Item at the inception of each **Period of Insurance**. If no declaration is received from **You** then the last amount declared to **Us** shall be taken as the **Declared Value** for the following **Period of Insurance**;
- c) If at the time of the **Damage** the **Declared Value** of each applicable item is less than the cost of **Reinstatement** at the inception of the **Period of Insurance**, then **Our** liability for **Damage** shall not exceed the proportion that the **Declared Value** bears to such cost of **Reinstatement**;
- d) **Our** liability for the repair or restoration of the **Property Insured** in part only shall not exceed the amount which would have been payable had such **Property Insured** been wholly destroyed;
- e) In the absence of this **Basis of Settlement**, no payment beyond the amount which would have been payable by **Us** will be made:
 - i) unless the **Reinstatement** commences and proceeds without unreasonable delay;
 - ii) until the cost of **Reinstatement** shall have been actually incurred;
 - iii) if the **Property Insured** shall at the time of the **Damage** be insured by any other insurance effected by **You** or on **Your** behalf which is not on the same basis of **Reinstatement**;
- f) The **Sum Insured** is limited to 125% of the **Declared Value** stated on the **Schedule**.

3. Reinstatement Basis

Unless specifically noted as 'Indemnity' on the **Schedule**, items are insured on a **Reinstatement** basis.

The Basis on which the amount payable for the **Damage** to the **Property Insured** is to be calculated shall be the **Reinstatement** of the **Property Insured**, subject to the general condition of Average.

- i) In the absence of this **Basis of Settlement**, no payment beyond the amount which would have been payable by **Us** will be made:
 - I. unless the **Reinstatement** commences and proceeds without unreasonable delay;
 - II. until the cost of **Reinstatement** shall have been actually incurred;
- ii) if the **Property Insured** shall at the time of the **Damage** be insured by any other insurance effected by **You** or on **Your** behalf which is not on the same basis of **Reinstatement**.

4. Indemnity Basis

Applicable only to those Items on the **Schedule** where "Indemnity" has been shown.

The Basis on which the amount payable for the **Damage** to the **Property** Insured is to be calculated shall be the value of the **Property Insured** at the time of the **Damage** or the amount of the **Damage** whichever is the less, subject to the Indemnity Basis Special Condition shown below. Indemnity Basis Special Condition:

- 4.1. If at the time of the **Damage** the **Sum Insured** of each applicable item is less than the total value of the **Property Insured** at the inception of the **Period of Insurance**, then **Our** liability for the **Damage** will be proportionately reduced and **You** will be considered to be **Your** own insurer for the difference.

5. Basis of Settlement - Information Technology

If **Information Technology** cannot be:

- i. economically repaired, or
- ii. replaced,

by similar equipment of similar capacity in a condition equal to but not better or more extensive than its condition when new because equipment of a similar capacity is not available, replacement can be of the next higher capacity.

This will not be regarded as being better or more extensive than new.

However, the above will not apply to any **Electronic Data** or processing **Proprietary Software Programs**. If **Electronic Data** or **Proprietary Software Programs** suffer loss or **Damage** covered by this Policy, then the basis of valuation will be:

- a) the cost of the **Proprietary Software Programs**, plus
- b) the cost of copying the **Electronic Data** from back-up or from originals of a previous generation.

These costs will not include research and engineering nor any costs of recreating, gathering, or assembling such electronic data. If the **Proprietary Software Programs** are not repaired, replaced, or restored, the basis of valuation will be the cost of the blank media. However, this **Policy** does not cover the value of the **Electronic Data** to you or any other party, even if the **Electronic Data** cannot be recreated gathered or assembled.

Other Conditions Applicable To Material Damage

6. Obsolete Buildings

Applicable only to those Items on the **Schedule** where 'Obsolete **Buildings**' has been shown.

The Basis on which the amount payable for the **Damage** to the **Buildings** deemed obsolete shall be:

- i. the cost of repair if the **Buildings** are partially **Damaged**; or
- ii. if the **Buildings** are extensively **Damaged**, the cost of either:
 - i) the demolition of the existing structure and the replacement with a **Building** suitable for **Your** needs, constructed with modern materials and techniques; or
 - ii) the purchase of a similar **Building** on another site.

The replacement or repair of the **Buildings** so **Damaged** shall be at **Our** option.

7. Automatic Fire Alarm Installations

If the **Premises** have automatic fire alarm installation(s) **You** must:

- i. carry out weekly tests of the installation and other testing and checking requirements referred to on the completion certificate and remedy within 14 days any defect disclosed;
- ii. carry out the maintenance procedures specified by the manufacturers of the equipment;
- iii. notify **Us** immediately of any disconnection or failure of the automatic fire alarm installation likely to leave the **Premises** unprotected for 12 hours or more;
- iv. record details of all events such as alarms faults tests maintenance and disconnections and keep such details available for examination by **Our** representatives.

8. Deep Frying and Cooking Equipment

You must ensure that:

- i. all Deep Frying and Cooking Equipment is installed, operated and maintained in accordance with the manufacturer's instructions
- ii. all Deep Frying and Cooking Equipment is fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (407 degrees Fahrenheit)
- iii. where a separate high temperature safety thermostat is fitted, this is set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit)
- iv. all Deep Frying and Cooking Equipment including flues and extract system ducting is kept from contact with and not in close proximity to combustible material including any such material within or forming part of the Buildings
- v. all extraction hoods, canopies, canopy exhaust plenums, filters and grease traps are thoroughly cleaned over the entire internal and external areas by the removal of **all** greasy and oily deposits and other waste materials every month
- vi. the entire internal area of **all** flues and extraction ducting, including extraction motors and fans, are thoroughly cleaned, by the removal of all greasy and oily deposits and other waste materials, at least every six months

A written record of all such cleaning including details of any contractors employed together with invoices for such work is kept at an alternative location.

If the entire internal area of **all** flues and extraction ducting, including extraction motors and fans, have not been so cleaned within 6 months prior to the inception of this insurance or the addition of this condition, then they must be cleaned within 30 days of the inception of this insurance or the additional of this condition, and at least every twelve months thereafter.

- vii. suitable fire extinguishers and/or blankets are kept in the frying and cooking area and staff are trained in their use
- viii. No Deep Frying and Cooking Equipment is left unattended while the heat source is operating nor for a period of twenty minutes after the heat source has been switched off. For the purpose of this condition, Deep Frying Equipment means equipment used for frying by immersing in fat or oil.

9. Electrical Circuits

You shall undertake to have **all** electrical circuits tested by a NICEIC qualified contractor with the maximum period between inspections being in accordance with IEE regulations but not exceeding greater than 5-year intervals. Any defects found during the inspection are to be remedied immediately. Certification confirming inspection or repair must be retained by **You** and be made available to us within 30 days if requested.

10. Fire Break Doors and Shutters

You must keep closed all fire break doors and shutters installed at the **Premises** except during working hours and maintain them in efficient working order.

11. Fire Extinguishing Appliances

You shall undertake to keep on the **Premises** fire extinguishing appliances of suitable types and numbers for **Your Business** and maintain them in efficient working order by means of an annual maintenance contract.

12. Flat Roof Maintenance

If the **Premises** has any flat roof areas, **You** shall undertake to:

- i. clear and sweep **all** leaves and debris from the drains and gutters regularly throughout the **Period of Insurance**;
- ii. have an inspection undertaken by a suitably qualified building contractor at intervals not exceeding greater than 2 years, with all repairs and maintenance work carried out as necessary but within 28 days of discovery.

13. Hot Work

In respect of any repair work to **Buildings** which are to be insured under this **Policy** and if such work involves the application of heat the work must be carried out by a qualified contractor. **You** must ensure the contractor has adequate public liability insurance in force covering the term of the work and obtain a copy of the contractor's **Policy**/Certificate of Insurance to confirm this and obtain an appropriate Hot Works permit and or any other such permits as **We** may require.

You must:

- i. take all reasonable steps to ensure that the appropriate precautions are taken, and measures imposed to ensure a safe working environment and minimise the risk of fire or other **Damage**;
- ii. make sure that the area where the work is to be undertaken is to be cleaned and kept free of all loose and combustible material and all immovable combustible material and the **Property Insured** shall be adequately protected with fire blanket or screens;
- iii. ensure that all blow lamps and blow torches must be lit for as short a time as possible before use and extinguished immediately after use. Lighted blow lamps and blow torches must not under any circumstances be left unattended; and
- iv. make sure that at least ONE (1) fire extinguisher with a capacity of not less than NINE (9) litres must be kept available for immediate use in the area where the work is to be undertaken.
- v. **You** must inform the contractor of the following:
 - i) During working hours:
 - if the area in which the work is to be undertaken is to be left unattended at any time during working hours all sources of heat are to be fully turned off, all tools used in the heat process and the area being worked upon is to be completely cooled down or dampened down before being left unattended.
 - ii) Upon completion of the hot work:
 - if the hot work is completed during normal working hours the area being worked upon must be thoroughly checked for smouldering fire each fifteen (15) minutes for a total of one (1) hour before the contractor leaves the **Premises**;
 - at the end of normal working hours all work must cease at least one (1) hour before the end of each normal working day and the area in which the work was being undertaken must be thoroughly checked for smouldering fire each fifteen (15) minutes before the contractor leaves the **Premises**.
 - iii) **You** must not waive any subrogation rights against such contractor or subcontractor.

14. Intruder Alarm

If the **Premises** has an Intruder Alarm already installed or where **We** have required, **You** to have an Intruder Alarm installed **You** shall undertake to:

- i. put the Intruder Alarm into full and effective operation at all times when **Your Premises** are closed for **Business**, and at all other appropriate times;
- ii. maintain the Intruder Alarm in good working order throughout the **Period of Insurance** by means of a maintenance contract with the installing company or with a member company of the National Approval Council Of Security Systems (NACOSS) or National Security Inspectorate (NSI);
- iii. notify **Us** immediately in writing of any withdrawal of the Police or security company's response, or any alteration, apparent defect or variation of the Intruder Alarm system, or any structural alteration which might affect its operation.

15. Portable Space Heaters

If the **Premises** are heated by portable space heaters (provided that **You** have notified **Us** and **We** have agreed to this in writing) **You** shall undertake to:

- i. not site them in passageways and other places they are likely to be overturned or subject to mechanical **Damage**;
- ii. not site them in areas where flammable atmospheres are habitually or intermittently present;
- iii. not site them on combustible floors or surfaces;
- iv. keep them clear of combustible materials and fit them with a guard to maintain a clear space of at least 1 meter around it.

16. Security

- i. It is a condition precedent to liability that the following requirement, including any alarm requirement where specified by the security level detailed in the **Policy Schedule**, are met within 60 days of the inception or amendment of the **Policy**. For the purposes of this condition, amendment shall mean any alteration to the **Policy** which results in a change to the required security at an existing **Premises**, or the application of a new security requirement following the addition of a new **Premises** to the **Policy**.
- ii. The **Insured** must ensure these measures are in force when the **Premises** are closed for business or unattended.
- iii. The cover provided is subject to the following minimum standards of security.
- iv. Doors
Depending on which of the following door types are present, the following requirements apply to all external doors and internal doors which lead to another part of the **Building** which the **Insured** do not occupy;
 - i) UPVC, or Aluminium or plastic framed glazed doors - a multi-point lock which, where installed after 30/06/2011, conforms to PAS 3621 (including amendments) or a cylinder operated mortise deadlock. For double doors, the first closing section must have integral or surface mounted bolts which shoot into the frame at the top and the floor at the bottom of the door. The final closing section must have a cylinder operated mortise deadlock.
 - ii) Armoured plate glass doors - door manufacturer's integral locks.
 - iii) Other single-leaf doors - provided the door thickness is a minimum of 44mm a mortise deadlock to BS 3621 (including amendments) and a boxed steel striking plate at least 175mm long should be fitted. If the door thickness is less than 44mm secure with a deadlocking rim lock to BS 3621 (including amendments). The Insured must put either of these into the deadlock position when the **Premises** are closed for business or unattended.
 - iv) Double-leaf doors - secure the final closing section with a lock as described in 3 above and secure the first closing section with bolts at least 175mm long and having a minimum throw of 20mm, which shoot into the frame at the top and the floor at the bottom of the door. Or, fit one section with bolts at the top and bottom (as described above) and both parts of the door with a padlock and locking bar. If the locking bar is on the outside of the door, it must be used with a padlock conforming to BS EN12320 Security Grade 5 (including amendments).
If the locking bar is internal, it must be used with a padlock conforming to BS EN12320 Security Grade 4 (including amendments). The padlock bar must be of similar strength to the padlock and designed to be used specifically with the padlock, in both cases the padlock bar must be secured to the door with coach bolts.
 - v) Fire exit doors - the relevant enforcing authority must approve any locks on these doors. The Insurer must approve any locks or other method of security the **Insured** agrees following a discussion with the enforcing authority.
 - vi) Folding doors - secure all folding sections with bolts at top and bottom, as described in 4 above. Dependent upon its construction, the last section must be secured with a lock as described in 3 above or with a coach bolted locking bar and padlock as described in 4 above.
 - vii) Sliding doors- coach-bolted locking bar and padlock secured as described in 4 above, or a deadlock with a hook bolt which conforms to BS 3621 (including amendments).
 - viii) Wicket gates - dependent upon its construction (see above) a mortise deadlock or deadlocking cylinder rim-latch to BS 3621 (including amendments) or locking bar and padlock as in 4 above.
 - ix) Roller Shutters - these must conform to LPS 1175 (including amendments). For electrically operated roller shutters, the **Insured** must fit a key operated isolation switch to the electricity supply to the controls. If this is not fitted, then one of the measures for manually operated roller shutters shown below must be installed. Where the operating controls for the roller shutters are external to the **Premises**, these are to be secured within a welded steel housing of at least 3mm thickness with a door or cover plate secured with a padlock conforming to BS EN 12320 Security Grade 4 (including amendments). The housing is to be so secured when the **Premises** are closed for business or unattended. The Insurer requires one of the following for manually operated roller shutters:

- key operated "pinson" or "bullet" locks into each guide rail fitted as close to the bottom of the door as possible
- the chain of the door being secured to the wall bracket by a good-quality open-shackle padlock conforming to BS EN 12320 Security Grade 4 (including amendments).
- a bolt fitted to the shutter door internally with the bolt engaging into the door runner and padlocked into position using a padlock conforming to BS EN 12320 Security Grade 4 (including amendments).

17. Windows

All windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions (accessible means a window, fanlight and skylight that can be easily reached, such as one next to a low roof, especially a flat roof or a fire escape) which were originally made to open must have either:

- i. Window locks that use a key. Louvered windows must be replaced with either fixed glass, or a normal opening window which can be secured with a window lock used with a key.
- ii. Solid steel bars fitted horizontally or vertically, not less than 19mm in diameter and not more than 125mm apart. These must be securely fixed to the brickwork or masonry around the window to a depth of at least 50mm. These must be set back by at least 50mm from the outside surface of the wall.

The bars must pass through tie bars, made of flat iron, at least 6mm thick and 40mm wide and the distance between the tie bars must not be more than 600mm.

18. Keys

The **Insured** must remove all keys from the locks and keep them in a secure place or remove them from the **Premises**. If the **Insured** lives on the **Premises**, they must be removed to a secure place in the residential part of the **Premises**.

19. Security Precautions (storage containers)

Where **We** have agreed to the use of storage containers, **You** shall undertake to:

- i. store equipment when not in use in a securely locked purpose-built container(s) constructed of steel;
- ii. ensure that doors shall be protected by at least one 6mm - 16mm Mul-T-Lock (C Series) closed shackle padlock(s). to, at least, the main closure door half (usually the right-hand side) opening arm(s). The centre of the container shall be fitted with a metal covering box with 11mm - 13mm Mul-T-Lock Slide bolt lock securing the two door halves within.

20. Premises Inspection You shall undertake:

- i. a thorough examination of the **Premises** at the close of **Business** each day and recorded. Such reports to be checked at least once a week by **You**;
- ii. empty all tobacco waste and the like into a lidded metal bin and remove the bin from the **Premises** at the close of **Business** each day and at all other appropriate times.

21. Stillage Precautions

You shall undertake to keep all **Stock** at least 15 centimetres off the ground within the **Premises**.

22. Unoccupancy Precautions

If the **Premises** become **Unoccupied** for more than 30 consecutive days and **You** have notified **Us** and **We** have agreed to this in writing, **You** shall undertake:

- i. clear and sweep the **Premises** of all loose combustible material;
- ii. disconnect the electricity, gas, and water supplies at the mains and drain tanks and pipes to the fullest extent possible;
- iii. seal all letterboxes to prevent insertion of material;
- iv. physically inspect the **Premises** at least once per week and carry out any work necessary to maintain security.

23. Waste Precautions

You shall undertake to clear and sweep up all refuse and waste and remove it from inside the **Buildings** daily. All refuse and waste are to be removed from the **Premises** at least once week.

24. Winter Burst Pipes

For the months of December to February **You** must maintain a level of heating sufficient to prevent freezing of water pipes and or automatic sprinkler installations. Sufficient Level of heating: -

- i. Thermostat set to a minimum 7 degrees Celsius
- ii. Smart Thermostat anti frost setting turned on.

25. Subsidence Ground Heave and Landslip

You must notify **Us** immediately when **You** are aware of any demolition or groundworks being planned or undertaken at **Your Premises** or at any adjoining or adjacent **Premises**. **We** shall then have the right to vary the terms or cancel this cover.

26. Data Storage Precautions

You shall undertake to back up **Your** computer systems daily and that such back-ups are either stored at another location or contained in a locked fireproof **Safe** within the **Premises**.

27. Fire Safety

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

- **England or Wales**

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

- **Scotland**

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

- **Northern Ireland**

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

- a) a fire risk assessment must be undertaken by the responsible person as required by the FRS; and
- b) the appropriate person with control over **Your** premises must take responsibility for ensuring those premises reach the required fire safety standard.

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

Fire Doors

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

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

Local Authority Licence

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

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

EXTENSIONS APPLICABLE TO MATERIAL DAMAGE

1. Architects', Surveyors' and Consulting Engineers' Legal Fees

Included within the **Sum(s) Insured** on **Buildings, Machinery and Plant** are architects', surveyors', consulting engineers', legal and other fees necessarily incurred by You in the reinstatement of the Property Insured following its **Damage** by any **Insured Peril** (but not any fees for the preparation of the claim or estimate of loss) not exceeding the amounts authorised under the scales of the various Institutions regulating such charges prevailing at the time of the **Damage**.

2. Capital Additions

This **Insurance** extends to cover the following property situated anywhere within the **Territorial Limits** as stated in the **Schedule**:

- i. any newly erected and/or newly acquired **Buildings** and/or **Machinery and Plant**, provided that they are not otherwise insured; and
- ii. alterations, additions and improvements to **Buildings** and/or **Machinery and Plant** but not in respect of any appreciation in value.

Provided that our maximum liability at any one situation under this Extension shall not exceed 10% of the total **Buildings** and **Machinery and Plant Sum Insured** or £250,000 whichever is the lesser. **You** shall advise **Us** of such capital additions within 60 days of acquisition and agree to pay any additional **Premium** that may be required.

3. Changing Locks

This **Insurance** extends to cover costs incurred as a result of the necessary replacement of locks following the loss of keys by theft from the **Premises** or from the homes of principal's directors or authorised **Employees** or by unauthorised duplication of keys provided that if such keys relate to a **Safe** or **Strongroom**, they shall not be left on the **Premises** overnight. **Our** liability under this Extension is limited to £1,500 any one claim or claims arising from any one **Occurrence**.

4. Demolition and Clearance Costs

This **Insurance** extends to cover costs and expenses necessarily incurred by **You** with **Our** consent for:

- i. removing the debris of,
- ii. dismantling or demolishing,
- iii. shoring up or propping, the portion or portions of the **Property Insured** following **Damage** caused by any **Insured Peril** against and to which such **Sum(s) Insured** apply. This **Insurance** further extends to include the costs and expenses necessarily incurred for the clearance of drains, gutters and sewers at **Your Premises** or for which **You** are responsible, provided that such clearance is necessitated by the **Damage** caused by an **Insured Peril** covered by this **Insurance**. **We** will not pay for any cost or expenses:
- iv. incurred in removing debris except from the site where the **Damage** occurred and the area immediately adjacent to such site;
- v. arising from **Pollution** or contamination of property not insured by this **Insurance**.

5. European Community and Public Authorities Costs

The **Insurance** by each item of the **Buildings, Tenants' Improvements** and **Machinery and Plant** extends to cover the additional cost of reinstatement of any **Damage** to the **Property Insured** and undamaged portions thereof incurred solely by reason of the necessity to comply with European Community Legislation and/or **Building** or other Regulations or any Act of Parliament or Byelaws of any Public Authority provided that

- i. **You** receive a notice to comply after the **Damage** occurs;
- ii. the work of reinstatement must be commenced and carried out without unreasonable delay and must be completed within 12 months after the **Damage** or within a time period that **We** may allow in writing.
- iii. the total amount recoverable under any item in respect of this Extension shall not exceed;
 - i) in respect of **Damage** to the **Property Insured** 10% of its **Sum Insured**;
 - ii) in respect of the undamaged portions of the **Property Insured** (excluding any foundations) 10% of the total amount for which **We** would have been liable had the **Property Insured** been wholly destroyed;
- iv. the total amount recoverable under any item of the **Buildings, Tenants Improvements** and **Machinery and Plant** shall not exceed its **Sum Insured**.

6. Glass and Neon/Illuminated Signs

Cover under this Section is extended to include **Damage** to fixed glass, glass shelves, showcases and counter cases, mirrors and neon/ illuminated signs.

In addition, following **Damage** to glass or neon/illuminated signs, **We** will pay the cost of:

- i. any necessary boarding-up or temporary glazing pending full replacement;
- ii. replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass;
- iii. **Damage to Machinery and Plant**, or **Stock** caused by broken glass; and
- iv. removing and re-fixing window fittings and other obstacles to replacing broken glass. Provided that, we will not pay for damage in respect of neon and illuminated signs:
 - a. arising from adjustment, repair, dismantling or erection of any part of the sign or whilst such sign is removed from its normal working position;
 - b. arising from mechanical breakdown of the sign or any part of the sign;
 - c. to any part of the sign by its own ignition, electrical breakdown or burn out of tubes unless the glass is fractured; or
 - d. **Damage** which occurred before the start date of this **Policy**.

7. Non-Invalidation

This **Insurance** shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to **You** or beyond **Your** control; provided that immediately **You** become aware of any such act omission or alteration **You** shall inform **Us** and pay such additional **Premium** as **We** may reasonably require.

8. Rent Payable

In the event of **Damage** to any **Buildings**, which are leased by or rented to **You** at the **Premises**, as stated in the **Schedule**, directly caused by the **Insured Perils** covered under Section 1 Material Damage, interrupting or interfering with the **Business**, **We** will indemnify **You** for the amount of **Rent Payable** to the Lessor, up to the **Sum Insured** as stated in the **Schedule**, as follows:

- i. if as a result of **Damage**, the **Buildings** becomes wholly untenable or unusable and the lease or rental agreement requires continuation of the Rent, **We** shall indemnify **You** for the actual **Rent Payable** for the unexpired term of the lease or until such time that the **Buildings** are repaired to a condition that they are fit for habitation; or
- ii. if as a result of **Damage**, the **Buildings** becomes partially untenable or unusable and the lease or rental agreement requires continuation of the rent, **We** shall indemnify **You** for the proportion of the rent applicable thereto; or
if as a result of **Damage**, the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, **We** shall indemnify **You** for the **Excess** rent paid for the same or similar replacement property over actual **Rent Payable** plus cash bonuses or advance rent paid (including any maintenance or operating charges) for each month during the unexpired term of the **Your** lease for the first three months following the **Damage**. Exclusions to this Clause **We** shall not be liable:
 - 1) for **You** exercising an option to cancel the lease;
 - 2) any act or omission of **Yours** which constitutes a default under the lease.

9. Temporary Removal of Deeds and Documents

The **Insurance** by the **Machinery and Plant** item extends to cover deeds and documents (including stamps thereon) manuscripts, plans and writings of every description and books (written and printed) but excluding computer systems' records whilst temporarily removed to any **Premises** not in **Your** occupation and/or whilst in **Transit** by road, rail or inland waterways, in the **United Kingdom**. **Our** limit of liability for this Extension shall not exceed 5% of the **Sum Insured** of the **Machinery and Plant** item.

10. Temporary Removal of Machinery and Plant

The **Insurance** by the **Machinery and Plant** item is extended to include cover whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same **Premises** or to any other **Premises** in the **United Kingdom** and in **Transit** thereto and therefrom by road, rail or inland waterway.

Our limit of liability for this Extension shall not exceed 10% of the **Sum Insured** of the **Machinery and Plant** item.

11. Trace and Access

In the event of **Damage** resulting from Insured Peril 2.5. Bursting or Overflowing or Leakage, this Insurance will provide cover for the costs necessarily and reasonably incurred by **Your** consent, for tracing the source of any leakage and subsequently making good any **Damage** that was necessarily Caused in locating and remedying the leakage, subject to a limit of £5,000 any one claim and £20,000 in all during any one **Period of Insurance**.

12. Workmen

Workmen and/or tradesmen are allowed in or about the **Premises** for maintenance purposes and/or effecting repairs, minor alterations, and decorations without prejudice to this Insurance.

OPTIONAL EXTENSIONS APPLICABLE TO MATERIAL DAMAGE

The following supplementary clauses are only applicable to this Insurance if the Clause number has been entered in the **Schedule**:

1. Cups and Trophies

This **Insurance** will provide cover for Cups & Trophies at the **Premises** up to the **Sum Insured** stated in the **Schedule** up to a Single Article Limit of £2,500 unless otherwise stated in the **Schedule**. It is noted that:

- a) Theft overnight from a motor vehicle will be excluded unless the vehicle is in a locked garage;
- b) Cover excludes scratching, denting or chipping;
- c) Cover is operative whilst:
 - i) in any secure **Building** at the club **Premises**;
 - ii) at the home **Premises** of a club member;
 - iii) stored out of sight in a locked boot or covered luggage area whilst in a vehicle that has been fully secured, subject to Condition(s) 4.16. and 4.17. Security Precautions, as appropriate.

2. Floodlights

This **Insurance** will provide cover for Floodlights at the **Premises** up to the **Sum Insured** stated in the **Schedule**. It is noted that:

- 2.1. Perils 3.9. Impact and 4. Accidental **Damage** are excluded.
- 2.2. It is a condition precedent to liability in respect of **Damage** that all floodlights are securely anchored to the ground or to a substantial structure when not in use.

3. Full Theft

Peril 3.10 is restated:

Theft or attempted theft involving:

- a) entry to or exit from the **Premises**;
- b) violence or threat of violence to **You** or any director partner or **Employee**, Excluding **Damage**:
 - i) to the **Property Insured** by **You** or in collusion with any of the **Your Employees** or tenants or concessionaires or subcontractors at **Your Premises**,
 - ii) to the **Property Insured** in any yard or open space, unless agreed by **Us** in writing,
 - iii) to **Money**, negotiable instruments and securities of any description,
 - iv) resulting in fire or explosion,
 - v) involving the dishonest manipulation of any database or computer system,
 - vi) not reported to the Police within 24 hours of the discovery of the incident and a crime report number obtained,
 - vii) arising from the withdrawal of the Police response to the alarm activation signals from the Intruder Alarm System installed on **Your Premises** unless notified to **Us** and agreed by **Us** in writing.

4. Incidental Course of Construction

This **Insurance** will provide automatic coverage for **Buildings** in course of construction, installation, repair, renovation, and the like at **Your Premises** where such work is of an incidental nature. **We** consider incidental to mean works where the total full contract value does not exceed 10% of the **Sum(s) Insured** on **Buildings** and/or **Tenants Improvements** as declared to **Us**. In the event of **You** requiring coverage for works in Excess of 10% of the appropriate **Sum(s) Insured**, then **You** must provide **Us** with all the relevant information prior to commencement of contract, for **Our** consideration.

5. Metered Water Costs

This **Insurance** will provide cover for the loss of metered water from irrigation equipment, sprinkler systems, water tanks, apparatus and pipes for which **You** are responsible following **Damage** at **Your Premises** and not otherwise excluded. Provided that:

- a) **You** shall maintain a record of readings from the Water Authority meter at **Your Premises** at intervals of not more than 30 days;
- b) the amount payable in respect of any one **Premises** is limited to such **Excess** water charges demanded by the Water Authority;
- c) **We** will not be liable for loss of metered water due to leaking from or bursting of an underground pipe;
- d) the amount payable by **Us** in respect of such **Excess** water charges required by the Water Authority shall not exceed £5,000 any one claim and £20,000 in all during any one **Period of Insurance**.

6. Playing Surfaces

This **Insurance** will provide cover for Playing Surfaces up to the **Sum Insured** stated in the **Schedule**. It is noted that:

- a) Cover is restricted to Perils 2.3.4. Fire and Lightning, 2.3.3. Explosion, 2.3.1. Aircraft, 2.3.7. Storm and 2.3.5. Flood but only where the Perils are stated as operative in the **Schedule**;
- b) **Damage** is excluded:
 - i) by water from or action of the sea, tsunami, tidal wave or storm surge;
 - ii) to gates, fences, retaining walls, exterior textile awnings or blinds;
 - iii) to property in the open air unless such property is a permanent structure designed to function without the protection of walls or roof;
 - iv) frost, erosion, subsidence, ground heave or landslide, collapse, or any other movement of earth;
 - v) attributable solely to change in the water table level;
- c) Cover is extended to include **Damage** caused by emergency services attending the **Premises**, subject to a maximum limit of indemnity of £2,500 each and every loss.

7. Sightscreens & Scoreboards

This **Insurance** will provide cover for Sightscreens and Scoreboards at the **Premises** up to the **Sum Insured** stated in the **Schedule**. It is noted that:

- a) Peril 4. Accidental **Damage** is excluded;
- b) It is a condition precedent to liability in respect of **Damage** caused by Storm that all Sightscreens and Scoreboards are securely anchored to the ground or to a substantial structure when not in use;

8. Sporting Kit & Equipment

This **Insurance** will provide cover for Sporting Kit and Equipment at the **Premises** up to the **Sum Insured** stated in the **Schedule**. It is noted that:

- a) Peril 4. Accidental **Damage** is excluded;
- b) Cover is excluded whilst in use in the sport;
- c) Overnight theft from a motor vehicle will be excluded unless the vehicle is in a locked garage;
- d) Cover is operative whilst:
 - i) in any secure **Building** at the club **Premises**;
 - ii) at the home **Premises** of a club member;
 - iii) stored out of sight in a locked boot or covered luggage area whilst in a vehicle that has been fully secured;
- e) c. and d. are subject to Condition(s) 4.13., 4.14., 4.15., and 4.16. Security Precautions, as appropriate;
- f) Sporting Kit & Equipment is defined as recognised equipment which is used in connection with the participation of the Insured Sport up to a Single Article Limit of £1,000 unless otherwise stated in the **Schedule**.

9. Theft Damage to Buildings

Where the **Buildings**, are shown as 'Not Covered' on the **Schedule**, **We** will extend the cover to include the cost of repairing **Damage** to **Buildings** caused by Theft or attempted Theft subject to a limit of £10,000 or 10% of the **Machinery and Plant Sum Insured** whichever is the lower, provided that **You** are legally liable for such cost and the aforesaid **Damage** is not otherwise insured.

PORTABLE ITEMS

What is Covered

In the event of **Damage** to any of the **Portable Items** at the **Premises** or within the **Territorial Limits** stated in the **Schedule**, including whilst in **Transit**, directly caused by accidental **Damage** from any cause subject to the Exclusions Applicable to this Section and the General Exclusions.

We will pay to **You** the value of the **Property Insured** at the time of its loss or destruction or the amount of the **Damage** or at **Our** option reinstate or replace or repair such **Property Insured** or any part of it.

Provided that **Our** liability under this **Insurance**, during any one **Period of Insurance** shall not exceed the Sum(s) Insured stated in the Schedule (or such other **Sum(s) Insured** as may subsequently be agreed to in writing by **Us**) at the time of the **Damage**.

1. Definitions Applicable to Portable Items

Portable Items mean items which are designed to be portable and for which **You** may be responsible for the purposes of the **Business** and as more fully described in the schedule. This definition includes **Sports Kit & Equipment** and **Portable Computer Equipment**.

Portable Computer Equipment means Equipment used for the electronic processing, communication and storage of data that is designed to be carried on or by a person, consisting of

- a) laptops, palmtops, notebooks and tablet personal computers;
- b) personal digital assistants and smartphones;
- c) removable vehicle satellite navigation systems and digital cameras;
- d) printers, projectors, broadband modems and other devices which connect to other **portable computer equipment**; and
- e) extending to include any necessary repurchase or relicensing costs of proprietary software (where the value is included within the Sum(s) Insured).

Sporting Kit & Equipment means recognised equipment which is used in connection with the participation of the Insured Sport up to a Single Article Limit of £7,000 unless otherwise stated in the Schedule.

2. Exclusions Applicable to Portable Items

We shall not be liable for:

2.1. **Damage** to the **Portable Items** caused:

- a) by change in water table level, frost, gradual deterioration, inherent vice, its own faulty or defective design or materials, latent defect, seepage below ground level, wear and tear;
- b) by defective or faulty workmanship, Your or Your Employees' omission or operational error;
- c) whilst in use in the sport.

However, this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded.

2.2. **Damage** caused by or consisting of:

- a) contamination, corrosion, dampness, dryness, evaporation, fermentation, insects, leakage, loss of weight, marring, rust, scratching, vermin;
- b) normal settling, shrinking or expansion of **Buildings**, structures or foundations;
- c) the collapse or cracking of **Buildings**;
- d) action of light, change in temperature colour flavour texture or finish, condensation, fog, humidity, smog;
- e) any other gradually occurring loss which commenced prior to the **Period of Insurance**.

2.3. **Damage** consisting of:

- a) cracking, failure of welds, fracturing, joint leakage, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith.
- b) breakdown or derangement in respect of the apparatus, equipment or machine in which such breakdown or derangement originates.

The provisions of Exclusions 8.2. and 8.3. shall not exclude:

- c) such **Damage** not otherwise excluded which itself results from an **Insured Peril** or from any other **Damage**,
- d) subsequent **Damage** which itself results from a cause not otherwise excluded.

- 2.4. loss of use, delay or loss of markets; however, caused or arising, and despite any preceding loss insured hereunder.
- 2.5. Mysterious disappearance or inventory shortage or misfiling or misplacing of information.
- 2.6. Theft, fraud, or any kind of wrongful conversion or abstraction, whether committed alone or in collusion with others by **You** or any directors, **Employees**, officials or partners.
- 2.7. Theft or attempted theft from:
- a) any unattended vehicle unless:
 - i. all doors and windows are closed, and securely locked and the vehicle manufacturer's security systems are in operation;
 - ii. entry to the vehicle has been effected by forcible and violent means;
 - iii. all items are stored out of sight in a locked boot or covered luggage area whilst in a vehicle that has been fully secured.
 - b) any **Building** not owned by **You** unless;
 - i. the **Portable Items** are in the personal custody of **You**, any **Employee** or club member; or
 - ii. the **Portable Items** are locked within the aforesaid **Building** and entry has been effected by forcible and violent means.
 - c) **Your Premises** when closed for **Business** and at all other appropriate times when left unattended, unless the intruder alarm and security precautions are in operation and entry has been effected by forcible and violent means.
- 2.8. **Damage** to that part of the **Portable Items**:
- a) caused by fire resulting from it undergoing any heating process or any process involving the application of heat;
 - b) resulting from it undergoing any process of production, packaging treatment commissioning service or repair.
- 2.9. **Damage** occasioned by confiscation, delay, destruction, embargo, requisition or seizure by the government or any public authority.
- 2.10. electrical or magnetic injury to, or disturbance or erasure of, electronic records, except by lightning.
- 2.11. **Damage** caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies.
- 2.12. **Damage** in respect of moveable property in the open or in any open-sided **Buildings** or structures, fences and gates caused by wind rain hail sleet and snow flood or dust.
- 2.13. The **Excess**, the amount as stated in the **Schedule** for each **Insured Peril** in respect of each and every claim.
- 2.14. **Damage** to vehicles licenced for road use, caravans, trailers, watercraft and aircraft, railway locomotives and rolling Stock;
- 2.15. **Basis of Settlement**
 Where **Your Portable Items** under this Cover cannot be:
 economically repaired, or replaced, by similar equipment of similar capacity in a condition equal to but not better or more extensive than its condition when new because equipment of a similar capacity is not available, replacement can be of the next higher capacity.
 This will not be regarded as being better or more extensive than new.
 Always provided that if at the time of the **Damage** the **Sum Insured** of each applicable item is less than the total value of the Portable Items at the inception of the **Period of Insurance**, then **Our** liability for the **Damage** will be proportionately reduced and **You** will be considered to be **Your** own insurer for the difference.

2.16. **Conditions Applicable to Portable Items**

a) **Branded Goods**

In the event of a claim for loss or **Damage** to the **Portable Items**, any salvage of branded goods, and/or merchandise either in **Your** possession or held in trust or on commission, and/or goods sold but not delivered will not be disposed of by sale without **Our** consent. If such salvage is not disposed of by sale, then the claim will be assessed at the value agreed between **You** and **Us** and taken into consideration at the settlement of the loss.

b) **Salvage**

You will have full right to the possession of all goods involved in any **Damage** and will retain control and, exercising reasonable discretion, will be the sole judge as to whether the goods involved in any **Damage** are fit for use. No goods so deemed by **You** to be unfit for use will be sold or otherwise disposed of except by **You** or with **Your** consent. However, **You** will allow **Us** any salvage obtained on any sale or other disposition of such goods. in the event **You** elect to stamp "salvage" on the merchandise or its containers or removes or obliterates the labels or brands **You** will do so at **Your** own expense.

CONSEQUENTIAL LOSS

What is Covered

In the event of **Damage** to **Property Insured** occurring at the **Premises** occupied by **You**, directly caused by the **Insured Perils** covered under **Section 1: Material Damage**, interrupting or interfering with the **Business**, **We** will pay to **You** the amount of the loss resulting from such interruption or interference in accordance with each item stated in the **Schedule**. Provided that:

1. at the time of the happening of the **Damage** there is in force an insurance covering **Your** interest in the **Buildings** or to any other **Property Insured** at the **Premises** against such **Damage** and that:
 - a) payment shall have been made or liability admitted therefore under such insurance; or payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
2. **Our** liability under this Cover (including any applicable Supplementary Clauses) during any one **Period of Insurance** shall not exceed:
 - a) 133.33% of the total **Sum Insured** in respect of the **Estimated Gross Profit** or the **Estimated Gross Revenue** or the **Estimated Gross Rent Receivable** whichever is covered and as stated in the **Schedule**; or
 - b) 100.00% of the total **Sum Insured** in respect of the Increase Cost of Working, **Rent Payable** or Book Debts whichever is covered and as stated in the **Schedule**. or the **Indemnity Period** whichever exhausts earlier.
3. **Definitions Applicable to Consequential Loss**
 - 3.1. **Additional Expenditure** means the additional costs, expenses and outlays to the **Business** including but not limited to the cost of removing the **Property Insured** to and from temporary **Premises** occupied by **You**, increase in rent, rates, taxes, salaries of additional staff and overtime payments.
 - 3.2. **Estimated Gross Profit** means the amount **You** have declared to **Us** as representing not less than the **Gross Profit** which it is anticipated will be earned by **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Indemnity Period**, as stated in the **Schedule**, exceeds 72 months).
 - 3.3. **Estimated Gross Rent Receivable** means the amount **You** have declared to **Us** as representing not less than the **Gross Rent Receivable** which it is anticipated will be earned by the **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Indemnity Period**, as stated in the **Schedule**, exceeds 72 months).
 - 3.4. **Estimated Gross Revenue** means the amount **You** have declared to **Us** as representing not less than the **Revenue** which it is anticipated will be earned by **Your Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Indemnity Period**, as stated in the **Schedule**, exceeds 72 months)
 - 3.5. **Gross Profit** means the amount by which the sum of the Turnover and the amounts of the closing **Stock** and closing work in progress shall exceed the sum of the amounts of the opening **Stock** and opening work in progress and the amount of any **Uninsured Working Expenses**.
Note: For the purpose of this definition the amounts of the opening and closing **Stocks** (including work in progress) shall be arrived at in accordance with **Your** usual accounting methods with due provision being made for depreciation.
 - 3.6. **Gross Rent Receivable** means the **Money** paid or payable to **You** by tenants in respect of accommodation and services provided at the **Premises**.
 - 3.7. **Gross Revenue** means the amount of **Money** paid or payable to **You** for work done and services rendered in the of the **Business**.
 - 3.8. **Indemnity Period** means the period beginning with the date of the **Occurrence** of the **Damage** and ending not later than the last day of the period specified in the **Schedule** during which the results of the Business are affected as a consequence of the **Damage**.

- 3.9. **Notifiable Disease** means illness Sustained by any person resulting from:
- a) food or drink poisoning, or
 - b) Legionnaires Disease and Legionella Virus or
 - c) any human Infectious or human contagious disease, (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition), an outbreak of which the competent local authority has stipulated shall be notified to them, comprising:

Acute encephalitis;	Meningitis;	Smallpox;
Acute poliomyelitis;	Meningococcal septicaemia;	Tetanus;
Anthrax;	Mumps;	Tuberculosis;
Cholera;	Ophthalmia neonatorum;	Typhoid Fever;
Diphtheria;	Paratyphoid Fever;	Typhus;
Dysentery (amoebic or bacillary);	Plague;	Rabies;
Leprosy;	Relapsing Fever;	Viral Haemorrhagic Fever;
Leptospirosis;	Rubella;	Viral Hepatitis;
Malaria;	Scarlet Fever;	Whooping Cough;
Measles;	Smallpox;	Yellow Fever;
	Scarlet Fever;	
- 3.10. **Outstanding Debit Balances** means the total declared in the statement last given under the provision of the Monthly Records condition and adjusted for:
- a) bad debts;
 - b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of **Damage**) to **Customers' Accounts** in the period between the date to which said last statement relates and the date of the **Damage**; and
 - c) any abnormal condition of trade which had or could have had a material effect on the **Business**;
so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.
- 3.11. **Rate of Gross Profit** means the **Rate of Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage**.
- 3.12. **Rent Payable** means the **Money** paid or payable by **You** in respect of accommodation and services provided at the **Premises**.
- 3.13. **Standard Gross Rent Receivable** means the **Gross Rent Receivable** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.
- 3.14. **Standard Gross Revenue** means the **Gross Revenue** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the Indemnity Period.
- 3.15. **Standard Turnover** means the **Turnover** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.
- 3.16. **Turnover** means the **Money** paid or payable to **You** for goods sold and delivered and for the services rendered in the course of the **Business**.
- 3.17. **Uninsured Working Expenses** means:
- a) purchases (net of discounts received).
 - b) packing, carriage and freight,
 - c) bad debts.

CONDITIONS APPLICABLE TO CONSEQUENTIAL LOSS

1. Basis of Settlement Estimated Gross Revenue

The **Insurance** in respect of **Estimated Gross Revenue** is limited to loss of **Gross Revenue** due to:

- (1) Reduction in **Gross Revenue**;
- (2) Increase in **Cost of Working**

and the amount payable as indemnity hereunder shall be:

- a) in respect of Reduction in **Gross Revenue**: the amount by which the **Gross Revenue** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Gross Revenue**;
- b) in respect of Increase in **Cost of Working**: the **Additional Expenditure** necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction thereby avoided;
less any sum saved during the **Indemnity Period** in respect of such of the charges of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage**.

2. Basis of Settlement Estimated Gross Rent Receivable

The **Insurance** in respect of **Estimated Gross Rent Receivable** is limited to loss of **Gross Rent Receivable** due to:

- (1) Loss of **Gross Rent Receivable**;
- (2) Increase in **Cost of Working** and the amount payable as indemnity hereunder shall be:

- a) in respect of Loss of **Gross Rent Receivable**: the amount by which the **Gross Rent Receivable** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Gross Rent Receivable**;
- b) in respect of Increase in **Cost of Working**: the **Additional Expenditure** necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction thereby avoided;
less any sum saved during the **Indemnity Period** in respect of such of the charges of the **Business** payable out of **Gross Rent Receivable** as may cease or be reduced in consequence of the **Damage**.

3. Basis of Settlement Increase in Cost of Working

The **Insurance** in respect of Increase in **Cost of Working** is limited to the **Additional Expenditure** necessarily and reasonably incurred by **You** for the sole purpose of avoiding or diminishing the interruption of or interference with the **Business** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

Provided that **We** shall not be liable for more than 50% of the **Sum Insured** during the first three months of the **Indemnity Period** following the **Damage** with the balance payable in equal proportions on a monthly basis thereafter.

4. Basis of Settlement Adjustments

- a) For the purpose of this Cover any adjustment implemented in current cost accounting shall be disregarded.
- b) Adjustments shall be made to Rate of Gross Profit, Standard Turnover and Standard Gross Revenue as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

EXCLUSIONS APPLICABLE TO CONSEQUENTIAL LOSS

We shall not be liable for the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim

EXTENSIONS APPLICABLE TO CONSEQUENTIAL LOSS

1. Professional Accountants Charges

Where the **Insurance** is arranged on **Estimated Gross Profit** or **Estimated Gross Revenue** or **Estimated Gross Rent Receivable**, **We** will pay to **You** the reasonable charges payable by **You** to **Your** professional accountants and/or auditors for producing any particulars or details or any other proofs information or evidence as may be required by **Us** in connection with a claim under these Covers, and reporting that such particulars or details are in accordance with **Your** books of account or other **Business** books or documents.

Provided that **Our** liability under this Extension shall not exceed in total the **Sum Insured** under the applicable Cover.

2. Optional Extensions Applicable to Consequential Loss

The following supplementary clauses are only applicable to this **Insurance** if the Clause number has been entered in the **Schedule**.

2.1. Book Debts

In the event of **Damage** to **Your** books of accounts, **Business** books or records, directly caused by the **Insured Perils** covered under **Section 1. Material Damage**, interrupting or interfering with the **Business**, **We** will pay to **You** the amount of the loss in respect of the untraceable or un-establishable **Outstanding Debit Balances** being:

- a) the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof;
- b) the additional outlay incurred with **Our** written consent in tracing and establishing Customers debit balances after the **Damage**, Provided that:
- c) **Our** liability shall in no case exceed the total **Sum Insured**, stated on the **Schedule**;
- d) if the **Sum Insured** by this Item be less than the **Outstanding Debit Balances**, the amount payable shall be proportionately reduced;
- e) the burden of proving that any **Outstanding Debit Balances** are untraceable or un-establishable in the event of **Damage** shall be upon **You**.

Provided that:

You must at the end of each month to record the total amount of debit balances outstanding under **Your Customers' Accounts** at that date and these records must be kept safely in a fire resisting **Safe(s)** or cabinet(s) when not in use.

2.2. Exhibition Expenses

The **Insurance** by this section extends to include the irrecoverable expenses of the Insured in respect of any trade exhibition in the geographical limits following **Damage** by the insured events occurring:

- a) at the exhibition venue;
- b) to **Your** property for use in connection with the exhibition whilst at **Your Premises** or whilst in **Transit** by road rail or inland waterway;
- c) Subject to the following provisions:
 - i. in the event of the exhibition not being held (or the Insured being unable to exhibit at all) in consequence of the **Damage** the amount payable shall be limited to the irrecoverable expenses that the **Insured** has paid or is liable to pay in respect of the exhibition;
 - ii. if the exhibition does not run (or the **Insured** is unable to exhibit) for the intended period in consequence of the **Damage** the amount payable shall be the loss computed in accordance with provision a) above adjusted for the period that **You** could not exhibit.

Our liability shall in no case exceed £10,000 any one **Period of Insurance**

2.3. Notifiable Diseases, Food and Drink Poisoning, Murder and Suicide and the like

The **Insurance** of **Estimated Gross Profit** or **Estimated Gross Revenue** (whichever is applicable) is extended to include any loss directly resulting from interruption or interference with **Your Business** at the **Premises** caused by:

- a) any **Occurrence** of a **Notifiable Disease** at the **Premises** or attributable to food or drink supplied from the **Premises**;
- b) any discovery of an organism at the **Premises** likely to result in the **Occurrence** of a **Notifiable Disease**;

- c) any **Occurrence** of a **Notifiable Disease** within a radius of 1 mile of the **Premises** that has an effect on **Your Business** that can be measured in fiscal terms;
- d) any **Occurrence** of murder or suicide at the **Premises**;
- e) the discovery of vermin or pests at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority;
- f) any accident-causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority.

Provided that **Our** liability under this Clause shall not exceed in total the **Sum Insured** under the applicable Cover and the **Indemnity Period** as stated below.

For the purpose of this clause, the **Indemnity Period** shall mean the period during which the results of the **Business** shall be affected in consequence of the incident beginning:

- i) in the case of a. and b. above, with the **Occurrence** or discovery of the incident;
- ii) in the case of c. and d. above, with the date from which the restrictions on the **Premises** are applied and ending not later than 3 months thereafter.

g) **Exclusions to this Clause**

We shall not be liable:

- i) for any costs incurred in the cleaning, repair, replacement, recall or checking of property except as agreed by **Us** in writing;
- ii) for loss arising at those **Premises** which are not directly affected by the incident.

h) **Enhancement to this Clause**

The cover under this Clause extends to include the costs and expenses necessarily incurred with **Our** consent in:

- i) cleaning and decontamination of the **Property Insured** used by You for the purpose of the **Business** except for **Stock**;
- ii) removal and disposal of contaminated **Stock** on or from the **Premises**, use of which has been restricted on the order or advice of the competent local authority solely in consequence of the incident as defined above, provided that **Our** liability shall not exceed £5,000 in any one **Period of Insurance** after the application of all the other terms and conditions of this Clause.

2.4. **Prevention of Access (including actions of Security Forces)**

The **Insurance** of **Estimated Gross Profit** or **Estimated Gross Revenue** (whichever is applicable) is extended to include any loss caused by an **Insured Peril** under Material **Damage** resulting in interruption to, or interference with **Your Business** at the **Premises**, as a consequence of **Damage** to surrounding areas and/or to property in the vicinity, within a mile radius of **Your Premises**, which shall prevent or hinder **Your** use thereof or access thereto whether **Your Premises** or **Property Insured** is damaged or not. This Clause shall include any loss resulting from any action taken by the military, police or other similar security authorities preventing or hindering the use of or access to **Your Premises** for reasons of security, whether hoax or not.

We shall not be liable for:

- a) any loss in respect of the first 4 hours of any such interruption or interference, increasing to the first 24 hours in respect of action taken by military, police or other similar security forces;
- b) any loss arising from **Damage** to the property of any supply undertaking providing **Your Business** with electricity, steam, water, gas, refrigeration, telecommunications and internet or any other service;
 - Your** non-compliance with an order or direction given by the local authority, police or any other statutory body;
 - i. labour or trade disputes, strikes or picketing, riots or looting, the fear or threat thereof, or any action taken or advice given to prevent, reduce, control or mitigate the occurrence or effect of any labour or trade dispute, strike or picketing, riots or looting;
 - ii. any cause within **Your** control;
 - iii. the obstruction of roads, streets or other rights of way by weather or climatic conditions.
- c) any loss greater than 10% of the Sum Insured or £25,000 whichever is the lesser amount of the applicable cover, as stated in the Schedule.

2.5. **Public Utilities**

The **Insurance** of **Estimated Gross Profit** or **Estimated Gross Revenue** (whichever is applicable) is extended to include any loss caused by an **Insured Peril** under Material **Damage** resulting in interruption to, or interference with **Your Business** at the **Premises**, as a consequence of **Damage** to property of land based off-**Premises** utilities including sewer treatment facilities and power stations, substations, transformer or switching or pumping stations, off-**Premises** poles, towers, sewer lines and transmission or distribution lines, providing **Your Business** with electricity, steam, water, gas, refrigeration, telecommunications and internet or any other service.

We shall not be liable for:

- a) any cessation of supply due to the deliberate act of the service provider or their **Employees**,
- b) any loss arising in the first 24 hours of any such interruption or interference provided that any intermittent interruption over a single 24-hour period shall be considered to be a single loss event,
 - i) any loss greater than 10% of the **Sum Insured** or £25,000 whichever is the lesser amount of the applicable cover, as stated in the **Schedule**.

2.6. **Unspecified Suppliers and/or Customers' Premises**

The **Insurance** of **Estimated Gross Profit** or **Estimated Gross Revenue** (whichever is applicable) is extended to include any loss caused by an Insured Peril under Material **Damage** resulting in interruption to, or interference with **Your Business** as a consequence of **Damage** to property:

- a) at **Your** suppliers' and/or Customers' business premises anywhere in the **United Kingdom**; or
- b) which prevents the movement of goods, to or from **Your** suppliers' or customers' premises, anywhere in the **United Kingdom**,
shall be deemed to be loss resulting from **Damage** to the **Property Insured** used by **You** at the **Premises**; provided that **We** shall not be liable for more than 20% of the **Sum Insured** of the applicable cover or £250,000 whichever is the lesser, for any one claim.

The term supplier as used in this clause shall exclude any entity that provides **You** with electricity, steam, telecommunications and internet, water and/or sewerage treatment, gas or refrigeration.

MONEY

What is covered

In the event of **Damage** to **Money** at the **Premises** or within the **Territorial Limits**, stated in the **Schedule**, directly caused by accidental **Damage** from any cause, other than those as defined in the Exclusions as stated below, **We** will indemnify **You** for such **Damage** provided that **Our** liability under this **Insurance**, shall not exceed the **Sum(s) Insured** stated in the **Schedule**.

1. Definitions applicable to Money

- 1.1. **Bodily Injury** means **Bodily Injury** including death, disease illness, mental injury, mental anguish, or nervous shock which:
 - a) is sustained by an **Insured Person** during the **Period of Insurance** as a result of any theft or any attempted theft of the **Money** insured by the **Money** section of this insurance, at the **Premises** or during the course of **Transits**; and
 - b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by, such injury, occasions the death or disablement of such **Insured Person** within 12 calendar months from the date of the **Occurrence**.
- 1.2. **Insured Person** means **You** or any director, partner or **Employee** aged not less than 16 years and not more than 65 years whilst undertaking duties in connection with the **Business**.
- 1.3. **Loss of Limb** means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm, foot or leg.
- 1.4. **Money** means
 - a) cash including bank notes, coins, treasury notes, cheques and giro cheques (excluding blank or incomplete cheques and giro cheques), uncrossed postal orders, uncrossed **Money** orders, bankers drafts, current postage and revenue stamps, stamps, trading stamps, national savings stamps, holiday with pay stamps, luncheon vouchers, travelers cheques, entrance tickets, gift vouchers, phone cards, discount coupons and consumer redemption vouchers and travel tickets all belonging to **You** or for which **You** are responsible;
 - b) non-negotiable currency, which shall mean crossed cheques, crossed giro cheques, crossed postal orders, crossed **Money** orders, crossed bankers' drafts, national savings certificates, premium bonds, securities for **Money**, unexpired units in franking machines, debit/credit card invoices, value added tax purchase invoices; all belonging to **You** or for which **You** are responsible.
 - c) **Money** will not include electronic cryptographic or virtual currency, bullion, foreign coins, counterfeit or substitute money.
- 1.5. **Permanent Total Disablement** means disablement which entirely prevents the **Insured Person** from attending to any **Business** or occupation for which they are reasonably suited by training, education or experience and which lasts 12 months and at the end of that period is beyond hope of improvement.
- 1.6. **Safe** means a theft resistant container that has been specifically designed for the storage of **Money** and valuables which is capable of resisting fire and attack by hand-held or power operated tools.
- 1.7. **Strongroom** means a theft resistant structure constructed of masonry and steel that has been specifically designed for the storage of **Money** and valuables which is capable of resisting fire and attack by hand-held or power-operated tools.
- 1.8. **Temporary Total Disablement** means disablement which entirely prevents the **Insured Person** from performing each and every duty of their occupation.

2. Exclusions Applicable to Money

We shall not be liable for:

- 2.1. **Damage** arising from:
 - a. fraud or dishonesty of any of **Your** director, **Employee**, official or partner unless discovered within seven working days of the **Occurrence**, subject to **Our** liability not exceeding £2,500 in respect of each and every claim;
 - b. theft or any attempt thereat from any unattended vehicle;
 - c. theft or any attempt thereat from any unlocked **Safe** or **Strongroom** whilst the **Premises** are unattended;

- d. the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason;
 - e. the dishonest manipulation of any database;
 - f. errors, omissions, depreciation, loss of market or consequential loss of any kind.
any loss consisting of or connected with electronic cryptographic or virtual currency, including Bitcoin or similar virtual currency.
- 2.2 the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim.
- We** will not cover **You** for assault injury as a result of, or contributed to by:
- a) the **Insured Person** having any physical or mental defect or infirmity, which was known to **You** or the **Insured Person**:
 - i) at the start of this **Policy**; or
 - ii) prior to the latest renewal of this **Policy**; and
 - iii) which had not been declared to and accepted in writing by **Us**;
 - b) assault injury to any person under the age of 16 years or over the age of 70 years.

3. Conditions Applicable to Money

3.1. Keys and Codes Precautions

You shall undertake to remove all keys and duplicate keys and combination codes of any **Safe** and Strongroom from the **Premises** whenever the **Premises** are closed or left **Unattended**.

3.2. Money in Transit Precautions

If **You** or any of **Your Employees** carry **Money**, and the cover is granted under this Insurance, **You** shall undertake to:

- a) Use able bodied adults between the ages of 18 and 65, whom **You** have carefully selected and authorised to carry the **Money**;
- b) limit the amount of **Money** (other than non-negotiable currency) that each able adult shall carry in accordance with the under-noted:
 - i. Up to £3,500 - 1 able bodied adult;
 - ii. between £3,501 to £7,000 - 2 able bodied adults;
 - iii. between £7,001 to £10,000 - 3 able bodied adults;
- c) **Money** carryings over £10,000 by a specialist Security Carrier accredited by The British Security Industry Association (BSIA);
- d) vary the times of the **Transits**, the routes and conveyances as much as possible.

3.3. Protections Precautions

You shall undertake to maintain all protections provided for the security of the **Money** in good order throughout the **Period of Insurance** and that they are in full effective operation at all appropriate times.

3.4. Money Record Precautions

You shall undertake to maintain a complete record of all **Money** and other non-negotiable currency whilst in **Transit** and whilst on the **Premises** and this record shall be kept in a secure place other than in any **Safe** or **Strongroom** where the **Money** is kept.

3.5. Claims Procedure

You must notify **Us** immediately:

- a) of any event which causes or may cause **Bodily Injury** within the meaning of this Supplementary Clause;
- b) in the event of the death of the **Insured Person**.

3.6. Medical Examination Procedures

In the event of a claim arising from the cover under this Supplementary Clause the **Insured Person** must:

- a) as early as possible place themselves under the care of a duly qualified medical practitioner (not being family of an **Insured Person**);
- b) at their own expense provide all certificates information and evidence required by **Us** and submit themselves to medical examinations at their own expense as often as **We** deem necessary in respect of any alleged **Bodily Injury**.

We shall at **Our** expense be entitled to have a postmortem examination carried out in the event of the death of an **Insured Person**.

4. Extensions Applicable to Money

Additional Damage Cover **We** will also cover **You** against:

- 4.1. **Damage** to any **Safe** or **Strongroom**, cash registers or franking machines on the **Premises** containing insured **Money** resulting from theft or any attempt thereat but not exceeding the cost of repair or replacement;
- 4.2. **Damage** to **Your** clothing or **Personal Effects** or of any director, principal or **Employee** resulting from theft or any attempt thereat of the insured **Money**, up to £500 any one person;
- 4.3. **Damage** to any case bag or waistcoat used for the carrying of the insured **Money** resulting from theft or any attempt thereat of the insured **Money**, up to £500 any one **Occurrence**.

5.0. Optional Extensions Applicable to Money

The following supplementary clauses are only applicable to this Insurance if the Clause number has been entered in the **Schedule**

5.1. Personal Accident following Assault

In the event of **Bodily Injury** to an **Insured Person** directly caused by violence occurring during theft or attempted theft of **Money**, **We** will pay to **You** the Benefits as stated in the schedule of benefits below: Provided always that in respect of any one **Insured Person**:

- a) compensation shall not be payable under more than one of the Items of the schedule of benefits in respect of the consequences of one event, and
- b) no weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amounts so paid shall be deducted from any lump sum becoming claimable in respect of the same event,
- c) the total sum payable under this Clause in respect of any one or more events to an **Insured Person** shall not exceed the largest **Sum Insured** under any one of the items contained in the schedule of benefits.

5.2. Schedule of Benefits

- | a) | Item Description | Capital Sum Insured per Insured Person | Capital Sum Insured per Insured Person | Item per Insured Person |
|----|--|--|--|-------------------------|
| b) | Death, or Permanent total loss of sight of one or both eyes, £10,000 or loss of one or more limbs, or other both eyes, or loss of one or more limbs, or other Permanent Total Disablement ; | | | |
| c) | £10,000 Permanent Total Disablement ; | | | |
| d) | Temporary Total Disablement (but not exceeding the weekly wage) £100 per week so long as such disablement continues but not exceeding altogether 104 consecutive weeks for any the weekly wage) so long as such disablement continues but not exceeding altogether 104 single disablement consecutive weeks for any single disablement. £100 per week | | | |

GLASS

What is Covered

In the event of **Damage** to **Glass** belonging to **You** or for which **You** are responsible at the **Premises** stated in the **Schedule** during the **Period of Insurance**, subject to the exclusions as stated below. It should be noted that cover is automatically provided under Material **Damage** if **Buildings** cover has been selected in the **Schedule**. **We** will indemnify **You** for such **Damage** including the actual cost of replacing and fixing the **Glass** in its frame or in its normal location, with **Glass** of a similar type and quality to the **Glass** that is broken, provided that **Our** liability under this **Insurance**, shall not exceed the **Sum(s) Insured** stated in the **Schedule**. In the Event of **Damage** to **Glass**, **We** will:

- a) Replace the broken **Glass** in compliance with the requirement of the European Standards Association and any Statutory Authority; or
- b) Pay the cost of replacement of such Glass.

1. Exclusions Applicable to Glass

We shall not be liable for **Damage** to:

- 1.1. Internal or external **Glass** not shown in the **Schedule**;
- 1.2. Property during installation or removal of **Glass**.
- 1.3. **Glass** that is **Stock**; and
- 1.4. **Glass** that is only scratched, chipped or discoloured;
- 1.5. **Glass** where a **Premises** becomes unattended and remains so for any period of more than 30 consecutive days, unless **Our** written agreement to continue the cover has been obtained;
- 1.6. the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

2. Extensions Applicable to Glass

If **Glass** shown in the **Schedule** is accidentally broken during the **Period of Insurance**, then **We** will pay the costs that are necessarily incurred by **You** to:

- 2.1. Effect temporary repairs, install shuttering and employ watchmen or guards;
- 2.2. Repair or replace:
 - a) frames, signwriting, alarm tapes, coatings; or
 - b) fittings or **Stock**, that are damaged as a result of **Glass** breakage;
- 2.3. Remove and refit fixtures and tiles to allow the repair or replacement of broken **Glass**; and
- 2.4. Arrange after hours services, express delivery and labour at overtime rates;
- 2.5. Repair or replace **Stock** that is damaged by such broken **Glass**;
- 2.6. Comply with current building regulations that relate to the **Glass** that is broken.
With the exception of 2.6. the total of all payments under this extension is limited to £1,500 during the **Period of Insurance**

3. Optional Extensions Applicable to Glass

The following supplementary clause is only applicable to this **Insurance** if the Clause number has been entered in the **Schedule**:

3.1 Advertising (or identification) Signs

If Advertising Signs are shown in the **Schedule**, then **We** will pay up to £2,000 for accidental Loss or **Damage** of identification or advertising signs.

FIDELITY

What is covered

In the event of **Damage** to **Money** or goods belonging to **You** or for which **You** are responsible at the Premises or within the **Territorial Limits** stated in the **Schedule** during the **Period of Insurance**, directly caused by any act of **Employee Theft**, subject to the exclusions as stated below, **We** will indemnify **You** for such **Damage** provided that **Our** liability under this **Insurance**, shall not exceed the **Sum(s) Insured** stated in the **Schedule**.

Definitions Applicable to Fidelity

Employee Theft means any act of fraud or dishonesty by an **Employee** committed with the intent of obtaining an improper or illegal financial gain for themselves or any other person or organisation outside the normal terms of their employment.

1. Exclusions Applicable to Fidelity

We shall not be liable for:

- 1.1 any acts committed prior to the inception date of this **Period of Insurance** with **Us**;
- 1.2 losses not discovered and reported to **Us** within 12 months of:
 - a) the death, retirement, resignation or dismissal of an offending Employee;
 - b) the date of termination or expiration of this Insurance;
- 1.3 loss of interest or consequential loss of any kind;
- 1.4 any subsequent acts of **Employee Theft** by the **Employee** who has committed the original act of **Employee Theft** immediately following **Your** discovery of the act;
- 1.5 the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

2. Conditions Applicable to Fidelity

Your compliance and continued observance of the under-noted are conditions precedent to **Our** liability to make any payment under this **Insurance**:

2.1. Business Mergers and Consolidations

If **Your Business** is merged or amalgamated with some other concern, or if the **Business** of some other concern shall be consolidated with **Your Business**, **You** shall undertake to give written notice to **Us** and pay the necessary **Premium** as **We** may require for such merger or consolidation.

3. Discovery and Claims Procedures

You shall undertake to:

- a. give written notice to **Us** immediately upon the discovery of any act or acts of **Employee Theft** or of reasonable cause for suspicion of such act or of any want of integrity on the part of any **Employee**, whether giving rise to a claim under this Insurance or not;
- b. give all necessary information and assistance in the event of any act or acts of **Employee Theft** giving rise to a claim under this **Insurance**, enabling **Us** to sue for and obtain reimbursement by the defaulting **Employee** or their Estate of any moneys paid or payable by **Us**.

4. Extensions Applicable to Fidelity

4.1. Auditors Fees

This **Insurance** extends to cover auditor's fees incurred with **Our** written consent in substantiating the amount of the claim under this cover.

4.2. Reasonable cost for rewriting software programmes

This **Insurance** extends to cover the reasonable costs of re-writing or amending the software programmes or security code systems following the fraudulent use of the computer hardware or software programmes or computer systems the subject of a Fidelity claim which liability has been admitted by **Us**.

FROZEN FOOD STOCK

What is Covered

In the event of **Damage** to any **Frozen Food Stock** whilst contained in refrigerating unit(s) at the **Premises**, directly caused by deterioration or putrefaction arising from:

1. The rise or fall in temperatures as a result of:

- 1.1 the breakdown or failure of the refrigerating unit(s) by its own inherent fault or accidental means causing the sudden stoppage of the refrigeration process;
- 1.2 the non-operation of the thermostatic or automatic controlling devices forming part of the refrigerating unit(s);
- 1.3 the accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority;
- 1.4 accidental leakage of refrigerant or refrigerant fumes from the refrigerating unit(s).

We will pay to **You** the value of the **Frozen Food Stock** at the time of its **Damage**, subject to the exclusions detailed below, provided that **Our** liability under this **Insurance**, during any one **Period of Insurance** shall not exceed the **Sum(s) Insured** stated in the **Schedule**.

2. Definitions Applicable to Frozen Food Stock

- 2.1 **Frozen Food Stock** means any perishable food for human consumption which it is normal practice to place into deep freeze for purposes of preservation.

3. Exclusions Applicable to Frozen Food Stock

We shall not be liable for:

- 3.1 any failure of the public supply services which does not exceed thirty consecutive minutes;
- 3.2 failure of the public supply services due to any deliberate act of a public electricity supply authority, or the restriction in supply caused by strikes or industrial disputes, or the electricity supplier exercising its authority to withhold or ration the supply;
- 3.3 Wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit(s) or incorrect setting of thermostats and automatic controls;
- 3.4 **Damage** arising from the use of a refrigerating unit(s) over 5 years old at the inception of this Insurance unless **You** have entered into a maintenance agreement with manufacturer, supplier or an authorised firm of refrigeration engineers;
- 3.5 any consequential loss;
- 3.6 the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

4. Conditions Applicable to Frozen Food Stock

Your compliance and continued observance of the under-noted is a condition precedent to **Our** liability to make any payment under this Insurance:

4.1 Maintenance

You shall undertake to:

- a. have in force a planned maintenance programme for the servicing of the refrigerating unit(s) at regular intervals by the manufacturer or a competent refrigeration engineer and a proper record of the programme is kept; and
- b. notify **Us** of any defect and take action to remedy such defect.

LOSS OF LICENCE

What is Covered

In the event of the licence for the retail sale of excisable liquors and/or the provision of entertainment at the **Premises** being forfeited or suspended under the provision of the legislation governing such licences or refused renewal by the appropriate licensing authority at the time of its renewal due to causes beyond **Your** control, **We** will indemnify **You** for:

- a) depreciation in value of **Your** interest in the **Premises**;
- b) the reduction in value of the **Premises** if **You** are unable to obtain a licence for a period of 12 months from the date of the forfeiture of, or suspension of, or refusal to renew, the licence(s) and **You** sell the **Premises**;
- c) legal costs and expenses incurred by **You** with **Our** written consent in connection with any appeal against the forfeiture of, or suspension of, or refusal to renew, the licence(s);
- d) auditors' or accountants' fees and charges reasonably incurred for producing and certifying details of a claim under this Cover.

Provided that **Our** liability under this **Insurance**, shall not exceed the **Sum(s) Insured** stated in the **Schedule**.

1. Exclusions Applicable to Loss of Licence

We shall not be liable for:

- 1.1. the forfeiture of, or suspension of, or refusal to renew the licence(s) directly or indirectly caused by:
 - a. any town or country planning improvements or redevelopment, compulsory purchase of the **Premises**;
 - b. any alteration in the licensing laws;
 - c. **Your** misconduct or procurement or connivance or neglect or omission to take any step necessary for keeping the licence(s) in force unless **You** can prove to **Our** reasonable satisfaction that such matter was beyond **Your** power or control;
 - d. seepage and/or pollution and/or contamination unless it is discovered during the **Period of Insurance** and is the direct cause of a loss hereunder;
 - e. the **Premises** not being maintained in a good state of sanitary condition or repair;
 - f. the **Premises** being closed for any period not required by the law unless **You** can prove to **Our** reasonable satisfaction that such matter was beyond **Your** power or control;
 - g. any alterations **You** have made to the **Premises** which required the consent of the licensing or local authority, and which have been undertaken without their appropriate consent;
 - h. **Your** financial failure, default, insolvency, liquidation;
 - i. the possession, use, supply or sale of illicit drugs by any persons on the **Premises** or in its environs;
 - j. any legislation or Byelaw where **You** are entitled to obtain compensation.
- 1.2. undeclared costs and expenses which have not been declared to and agreed by **Us**;
- 1.3. the **Excess**, the amount as stated in the **Schedule** which will be deducted from the agreed settlement in respect of each and every claim.

2. Conditions Applicable to Loss of Licence

Your compliance and continued observance of the under-noted are conditions precedent to **Our** liability to make any payment under this **Insurance**; **You** shall undertake to:

make all necessary arrangements for the successful fulfilment of the **Business** in a prudent and timely manner and do all things necessary to avoid or diminish a loss under this Cover;

- 2.1. ensure all necessary documents including licences, visas and permits are obtained and are current for the **Period of Insurance** and that all contractual arrangements have been confirmed in writing by **You**;
- 2.2. in the event of the death of **Your** directors or partners, **Your** bankruptcy or **Your** incapacity or **Your** desertion of the **Premises** or conviction for any offence (where such convictions affects the character or reputation of the convicted person) of the tenant manager occupier or licence holder, **You** shall where practicable and at **Our** request procure a suitable person as a replacement and to whom the justices will transfer the Licence(s) or grant the licence(s) by way of renewal;
- 2.3. give **Us** notice in writing immediately on becoming aware of any: complaint against the **Premises** or the control thereof;

PART B: CLUBS AND ASSOCIATIONS WORDING

- a) proceedings against or conviction of the licence holder manager or occupier of the **Premises** for any breach of licensing law or any matters whereby the character or reputation of the person concerned is affected or called into question;
- b) transfer or proposed transfer of the Licence(s);
- c) alteration in the purpose for which the **Premises** are used;
- d) objection to renewal or other circumstances which may endanger the Licence(s) or renewal thereof.
- e) application for revocation of the Licence(s) and supply such additional information and give such assistance as **We** may reasonably require.

PUBLIC & PRODUCTS LIABILITY SECTION

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

Insuring Agreements (what is covered)

(Applicable to this Public & Products Liability Section only)

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

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

- a) accidental **Bodily Injury** to any person other than any **Employee**; or
- b) accidental **Property Damage**; or
- c) obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water:

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

Extensions of cover

(Applicable to this Public & Products Liability Section only)

1. Defective Premises Act

- 1.1. The **Insurer** will **Indemnify** the **Insured** in the terms of this **Policy** against legal liability incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **Bodily Injury** or damage occurring within a period of six years from the expiry or cancellation of this **Policy**.
- 1.2. This **Indemnity** does not apply to any costs or expenses incurred in repairing, replacing, or making any refund or payment in respect of any such premises.
- 1.3. The **Insurer** will not be liable under this extension if the **Insured** is entitled to **Indemnity** under any other insurance.

2. Consumer Protection Act

- 2.1. The **Insurer** will **Indemnify** the **Insured** up to the limit of indemnity in respect of
 - i) the costs of prosecution awarded against the **Insured** and any of the **Insured's Employees**; and
 - ii) 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:
 - i) where **Indemnity** is provided by any other insurance;
 - ii) 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**:
 - i) 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 licenced 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.
 - ii) arising during the act of loading or unloading a motor **Vehicle** or the bringing to or taking away of a load from such **Vehicle**;
but the **Insurer** will not **Indemnify** the Insured against legal liability resulting

from a **Vehicle** being used outside the **United Kingdom**.

4. Sudden Pollution

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

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

- a) if the **Insured** has not taken all practical precautions to prevent **Pollution**; or
- b) if Injury or **Damage** or the entire event giving rise to the **Injury** or **Damage** did not occur during the **Period of Insurance**.
- c) This extension does not apply to any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award settlement either in whole or in part.
- d) This extension does not apply to or include legal liability for **Damage** to premises presently or at any time previously owned or tenanted by the **Insured** or from **Damage** to land or water within the boundaries of or below any land or premises presently or at any time previously owned or leased by the **Insured**.
- e) The **Insurer's** liability under this extension for all **Losses** combined throughout the **Period of Insurance** shall not exceed the sub-limit for Pollution Liability stated in the **Schedule**, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

5. Cyber Liability Insuring Agreement

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

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

- a) **Costs and Expenses** arising from any **Claim** for a **Cyber Event**; and
- b) all sums which the **Insured** becomes legally liable to pay as damages (including claimants' costs, fees and expenses);
provided that the **Claim**:
 - i) is both first made against the **Insured** and notified to the **Insurer** within the **Period of Insurance** or the **Extended Reporting Period**; and
 - ii) arises from the **Business** and within the **Territorial Limits** and after the **Retroactive Date**.

Conditions Applicable to this Extension

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

1. Precautions

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

- (a) having virus protection software operating in place which is running, correctly configured and regularly or automatically updated;
- (b) encrypting and controlling the access to the **Company's Computer System** and external devices including plugin devices networked to the **Company's Computer System**;
- (c) changing all passwords on information and communication assets no less frequent than once per year, and cancel any username, password or other security protection after it knew or had reasonable grounds to suspect that it had been available to any unauthorised person;
- (d) having an operational system for logging and monitoring user activity on the **Company's Computer System**.

2. Claims Made Coverages

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

Insured during the **Period of Insurance**.

Limit of Indemnity

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

Exclusions Applicable to this Extension

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

1. any criminal investigations or proceedings or any civil investigations or proceedings initiated by a government agency or authority
2. any expense to investigate or correct a deficiency in the **Insured's** systems, employee management, vendor management, internal systems, procedures, computer network, **Company Computer System**, system firewalls, antivirus or any other physical or procedural security which may have contributed to the **Cyber Loss**
3. reimbursement, compensation, damages, benefits, fees or expenses (other than **Costs and Expenses** arising in defence of any **Claim**) incurred by the **Insured** or any of the **Insured's Employees**
4. any other expenses or costs not included within **Costs and Expenses**
5. any consequential loss
6. any threat, extortion or blackmail, including, but not limited to, ransom payments and private security assistance
7. any alleged or actual **Cyber Loss** arising from out of a personal data breach in the course of the **Business** and incurred by the **You** due to:
 - (a) material damage under Article 82 of the General Data Protection Regulation; or
 - (b) Data Protection Act 2018 Sections 168 and 169; or
 - (c) the General Data Protection Regulation 2016/679 and the UK General Data Protection Regulation; or as may be amended, re-enacted or replaced from time to time; or
 - (d) any other equivalent local legislation of substantially similar intent. All other terms and conditions of this Policy remain unchanged.

3. Sub-Contractor Public Liability Insurance

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

- a. Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees; and
- b. Public Liability insurance covering legal liability for **Bodily Injury** to any person other than as described above under (a) and loss or damage to **Property** that:
 - (i) is subject to a limit of indemnity not less than that applying to this Section and shown in the **Schedule**;
 - (ii) includes an **Indemnity to Principal** extension; and
 - (iii) covers the work to be undertaken by Bona Fide Subcontractors on **Your** behalf.

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

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

Limit of Indemnity*(Applicable to this Public & Products Liability Section only)*

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

- a. the Insurer's aggregate liability in respect of Products Liability during any Period of Insurance will not exceed the limit of indemnity specified in the Schedule;
- b. Costs and expenses will be payable;
 - i) Inclusive of the applicable limit of indemnity specified in the Schedule; but; unless this insurance is specifically endorsed to the contrary.

Exclusions (what is not covered)*(Applicable to this Public & Products Liability Section only)*

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

1. **Bodily Injury** to any **Employee** arising out of or in the course of employment by **You** in the **Business**.
2. damage to property owned, leased, or hired by or under hire purchase or loaned to the **Insured** or otherwise in the **Insured's** or the **Insured's Employees** care, custody, or control, but this exclusion does not apply to:
 - a) premises (including its contents) and other property temporarily occupied by the **Insured** for the purpose of the **Sport**;
 - b) **Employee's** and visitor's clothing and personal effects for an amount not exceeding £10,000 GBP. In respect of any such **Loss** the **Insured** will bear the first £100 GBP of each and every claim;
 - c) premises occupied under a lease by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement. In respect of any payment for **Property Damage** caused by fire or explosion the **Insured** will bear the first £100 of each and every claim.
3. malicious damage caused by any **Insured** or others for whom the **Insured** is responsible.
4. damage to or loss of or the cost of repair, reconditioning, replacement, removal or recalling of any **Product** or component part.
5. any **Products** which to **Your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies, or protectorates; or
are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, airplane device, hovercraft, or waterborne craft or for marine or aviation purposes.
6. the ownership, maintenance, operation, preparation or use by or on behalf of the Insured of:
 - 6.1. any **Aircraft** or hovercraft, or
 - 6.2. any property or structure used as a **Landing Area** for **Aircraft** provided such liability arises out of such use as a **Landing Area**, or
 - 6.3. any **Watercraft** or vessel exceeding 8 metres in length; but this Exclusion 6.3 will not apply with respect to operations by independent contractors.
7. the ownership, maintenance, operation or use by or on behalf of the **Insured** of any **Vehicle**.
8. any:
 - 8.1. assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any Insured.
 - 8.2. sexual assault, sexual harassment, or rape
9. actual or alleged **Abuse or Molestation**.
10. vibration or from the removal or weakening of or interference with support to land, buildings, or any other property.
11. explosion or collapse of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation.
12. any **Bodily Injury** caused, or contributed to, by any participant to any other participant whilst participating in the Sport, match or practice of any Category 4 Sports unless specified in the **Schedule**.

- 13. Fungus, Mildew and Mould.** This exclusion includes but is not limited to:
- 13.1. **Bodily Injury, Property Damage** or medical payments arising out of, resulting from, caused by, contributed to by the existence, inhalation or exposure to any **Fungus/fungi** and/or **Spore(s)**;
 - 13.2. Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any **Fungus/fungi** or **Spore(s)**; or
 - 13.3. Any obligation to share with or repay any person, organisation or entity related in any way to items 13.1 and 13.2 above regardless of any other cause, event, material, **Product** and or building component that contributed concurrently or in any sequence to the **Bodily Injury** or **Property Damage**.
- 14.** defamation, libel, slander, or breach of copyright.
- 15.** for any **Bodily Injury** arising out of Acquired Immune Deficiency Syndrome (AIDS), or Chronic Traumatic Encephalopathy (CTE) in any form, howsoever these illnesses may have been acquired or may be named.
- 16.** any form of performance, surety, credit, or financial guarantee.
- 17.** arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.
- 18.** any economic or pecuniary loss where no **Bodily Injury** or damage to tangible property occurs.
- 19.** any of the following:
- 19.1. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
 - 19.2. the presence of artificial sun tanning equipment on the **Insured's** property.
- 20.** any of the following:
- 20.1. advice, design, or specification given by the **Insured** for a fee; or
 - 20.2. professional services rendered by the **Insured** or on the **Insured's** behalf.
- However, this exclusion will not apply to **Bodily Injury** as a result of services rendered by **Coaches/Referees**.
- 21.** a Communicable Disease or fear or threat of a Communicable Disease. For the purpose of this Exclusion, Communicable Disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal, or species by any means.

Conditions

(Applicable to this Public & Products Liability Section only)

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

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

PROFESSIONAL INDEMNITY SECTION

Definitions

(Applicable to this Professional Indemnity section only)

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

- a) valid Claims which are first made during the Period of Insurance, or
- b) circumstances that may give rise to a covered Claim first discovered by You during the Period of Insurance,

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

1. For the purpose of this section only, Insured, as defined under the "General Definitions", automatically extends to include the Qualified Person who committed or is alleged to have committed the negligent act, error or omission giving rise to a Claim, provided that the Qualified Person is subject to and complies with the terms of this Policy.
2. Qualified means that person has either the necessary and appropriate:
 - 2.1. qualifications and/or registration and/or accreditation and/or licensing from an accredited sports institute or the Sport's national association or governing body; or
 - 2.2. authorisation from the Sport's national association or governing body or its regional representative to whom or which this authority is devolved.
3. Qualified Person means a Qualified person appointed by the club, league or association noted in the Schedule to act as a Coach/ official but only whilst acting in the scope of their duties in such capacity.
4. Retroactive Date means the date specified in the Schedule as the Retroactive Date.
5. Sport means being physically engaged in the Sport(s) or activity specified in the Schedule and includes all official activities organised, arranged, and sanctioned by the insured association and-affiliated member clubs named in the Schedule. .

Insuring Agreements (what is covered)

(Applicable to this Professional Indemnity section only)

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

1. the Claim is made against the Insured during the Period of Insurance and notified as soon as possible in writing to the Insurer during the Period of Insurance; and
2. the alleged negligent act, error or omission occurred subsequent to the Retroactive Date and within the Territorial Limits.

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

- a. as soon as possible after the Insured becomes aware of those circumstances; and
- b. before the expiry of the Period of Insurance;

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

Extension of cover

(Applicable to this Professional Indemnity section only)

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

Limit of Indemnity

(Applicable to this Professional Indemnity section only)

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

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

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

Exclusion (what is not covered)

(Applicable to this Professional Indemnity section only)

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

1. **Bodily Injury** unless occurring as a result of services rendered by a **Qualified Person**.
2. any **Claim** against any Insured in their capacity as a director, officer, or trustee in respect of the performance or non-performance of their duties as a director, officer, or trustee.
3. any advice given or services performed for:
 - 3.1. any company, firm, organisation, or group in which any **Insured** or any of **Your** present or former partners, directors or sole principals' exercises or has exercised a controlling financial or executive interest, or
 - 3.2. any of **Your** parent or subsidiary companies or a company having the same parent company as **You** provided that this exclusion shall not apply to **Claims** originating from an independent third party.
4. any Employers' Liability. That being any:
 - 4.1. **Bodily Injury** to any **Employee** arising in the course of their employment with You;
 - 4.2. any obligation of **You** under a workers' compensation, disability benefits or unemployment or employment compensation law or similar law.
5. Any Employment Practices. That being:
 - 5.1. the failure to hire any prospective **Employee** or any applicant for employment;
 - 5.2. the employment of any person in violation of any laws as to age;
 - 5.3. the termination or wrongful dismissal of any **Employee**;
 - 5.4. the failure to promote or advance any **Employee**;
 - 5.5. employment related practices, policies, acts, or omissions including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or retaliation directed at any present, past, future, or prospective **Employee**.

EMPLOYERS' LIABILITY SECTION

Definition

(Applicable to this Employers' Liability Section only)

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

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

Insuring Agreement (what is covered)

(Applicable to this Employers' Liability Section only)

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

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

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

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

Employers' liability compulsory insurance

(Applicable to this Employers' Liability Section only)

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

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

Extension of cover - Unsatisfied court judgments

(Applicable to this Employers' Liability Section only)

In the event that:

- a. a judgment for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **Employee** in respect of **Bodily Injury** caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**; and
- b. it remains unsatisfied in whole or in part six months after the date of such judgment;

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

- i. there is no appeal outstanding;
- ii. any payment made by the **Insurer** will only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this Section of this **Policy**;
- iii. any payment made the **Insurer** will only be in respect of liability for which **You** would have been entitled to Indemnity under this Section of this **Policy** if the judgment had been made against **You**; and
- iv. the **Insurer** will be entitled to take over and prosecute for their own benefit any claim against any other party and **You**, the **Employee** or their personal representatives must give all information and assistance required.

Limit of indemnity

(Applicable to this Employers' Liability Section only)

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

Exclusions (what is not covered)

(Applicable to this Employers' Liability Section only)

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

Asbestos Condition

(Applicable to this Employers' Liability Section only)

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

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

GENERAL EXTENSIONS (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. Criminal Defence Costs

In the event of:

- 1.1. any act, omission or incident or alleged act, omission or incident leading to criminal proceedings.
brought in respect of a breach of the Health and Safety at Work etc. Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the **United Kingdom**; or
- 1.2. an incident which results in an inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975;
the **Insurer** will provide **Indemnity** against **Costs and expenses** incurred by **You** with the **Insurer's** written consent in representing **You** in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been first committed and notified to **Us** during the **Period of Insurance** within the **United Kingdom** and in the course of the **Business**.

Conditions applicable to this Extension

- 1.3. the **Insurer's** total liability under this Extension in respect of all **Costs and expenses** will not exceed £1,000,000 in the aggregate during any **Period of Insurance** which is payable in addition to the limit of **indemnity** specified in the **Schedule**.
- 1.4. the **Insurer** will only **Indemnify You** where such **Costs and expenses** arise as a result of any matter which is the subject of **Indemnity** under this **Policy**.
- 1.5. the **Insurer** will only be liable for **Costs and expenses** incurred in respect of legal representation appointed by the **Insurer**.
- 1.6. If there is any other insurance or **Indemnity** in force covering any or all of the same **Costs and expenses**, the **Insurer's** liability will be limited to a proportionate amount of the total **Costs and expenses** but subject always to the limit of indemnity of £1,000,000.

Exclusions applicable to this Extension

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

2. Data Protection Legislation

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

- a) material damage under Article 82 of the General Data Protection Regulation; or
- b) Data Protection Act 2018 Sections 168 and 169; or
- c) the General Data Protection Regulation 2016/679 and the UK General Data Protection Regulation; or as may be amended, re-enacted, or replaced from time to time; or
- d) any other equivalent local legislation of substantially similar intent;

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

Provided that:

- a) **You** are a registered user in accordance with the terms of such legislation;
- b) **You** are not in a business as a data processing bureau;
- c) the claimant:
 - (i) is the subject of personal data held by **You**;
 - (ii) suffers damage or distress caused by inaccuracy, loss, unauthorised destruction, or disclosure of or access to the data.

We will not cover **You** under this Extension for:

- (a) any damage or distress caused by any deliberate act or omission by **You**, the result of which could reasonably have been expected by **You**, having regard to the nature and circumstances of such act or omission;
- (b) the cost in expenses of replacing reinstating rectifying or erasing blocking or destroying any data or personal data;
- (c) any damage or distressed caused by any act of fraud or dishonesty;
- (d) liability arising from the recording processing or provision of **Data** or **Personal Data** for reward or to determine the financial status of any person; or
- (e) **Data** and **Personal Data** will have the meaning defined in the Data Protection Act 1998 or any subsequent overriding legislation.

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

EXCLUSIONS UNDER PUBLIC & PRODUCTS LIABILITY

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

1. The **Insurer** will not **Indemnify** the **Insured** against legal liability:
 - 1.1. in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in been operative in the sequence of events resulting in a loss.
 - 1.2. caused by or arising out of the deliberate, conscious, or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Bodily Injury** or loss of or **Damage to Property**.
 - 1.3. in respect of
 - 1.3.1. any Degenerative Brain Injury or any fear or threat of any Degenerative Brain Injury; or
 - 1.3.2. any actual or alleged failure by the **Insured** to instigate, correct, or enforce compliance with any protocols, aimed at reducing or otherwise mitigating the risk to individuals of sustaining or developing any Degenerative Brain Injury.

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

 - i. physical or neurocognitive functioning;
 - ii. sensory processing;
 - iii. cognition; or
 - iv. psychosocial behaviour or function

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

Degenerative Brain Injury does not include any change, reduction, or impairment in 1-4 above solely (and not cumulatively) caused by a specific injury to a person occurring at a specific time and place.
 - 1.4. in respect of any **Claim** made by a party to, or a party connected or associated with, any association or Joint Venture to which the **Insured** is also a party, or with which the **Insured** is associated or connected, unless such **Claim** arises from a wholly independent third party.
 - 1.5. any prior known claims or circumstances.

A prior known claim or circumstance is a **Claim** or circumstance which the Insured is aware, or ought reasonably to be aware, of at the start of the **Period of Insurance**, whether notified under any other insurance or not.
 - 1.6. directly or indirectly caused by or arising from any;
 - 1.6.1. **Act of Terrorism**;
 - 1.6.2. action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.
 - 1.7. in respect of any PFAS.

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

 - a) perfluorinated methyl group (-CF₃); or
 - b) perfluorinated methylene group (-CF₂-).

For example, they are perfluoroalkyl or polyfluoroalkyl substances.

This exclusion also excludes any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS.
 - 1.8. The **Insurer** will not cover **You** in respect of any legal liability or any allegation, claim, circumstances or proceedings for **Bodily Injury** or loss of or **Damage to Property**, arising from or in connection to this section from the United States of America or Canada.

CLAIMS CONDITIONS

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

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

1. Excess

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

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

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

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

2. Procedure for the defence and settlement of claims

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

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

- 2.1.1. take full responsibility for conducting, defending, or settling any claim in **Your** name; and
- 2.1.2. take any action the **Insurer** considers necessary to enforce **Your** rights or their rights under this insurance. For example, to prosecute in the name of the **Insured** for the **Insurer's** own benefit any claim for damages or otherwise.

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

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

3. Discharge of Liability

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

- 3.1.1. an **Occurrence**; or
- 3.1.2. the **Period of Insurance**;

(less any sums already paid in respect of that **Occurrence** or **Period of Insurance**), or any lesser amount for which all claims arising out of that **Occurrence** or **Period of Insurance** can be settled.

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

- a) for the conduct and control of the **Claim**, or
- b) for any further payment under this policy in respect of such **Claim**.

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

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

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

4. Other insurance

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

- 4.1. The **Insured** must do all things reasonably practical to avoid or reduce any loss under this **Policy**.
- 4.2. The **Insured** must as soon as reasonably possibly give all information and assistance to the Insurer as it may reasonably require to enable it to:
 - 4.2.1. determine its liability under this **Policy**; and
 - 4.2.2. investigate and defend the **Claim**.
- 4.3. The **Insurer** may, on the notification of a **Claim**, take whatever action that it considers appropriate to protect the **Insured's** position in respect of the **Claim**. Any action by the **Insurer** in this respect will not be regarded:
 - 4.3.1. as prejudicing its position under this **Policy**;
 - 4.3.2. as or imply an admission by the Insurer of the **Insured's** entitlement to **Indemnity** under this **Policy**.
- 4.4. Solicitors retained by the **Insurer** to act on behalf of the **Insured** in relation to any **Claim** against the **Insured** will at all times be at liberty to disclose to the **Insurer** any information obtained by the solicitors, whether from the **Insured** or elsewhere. The **Insured** waives all claim to legal professional privilege between the **Insured** and the **Insurer** which the **Insured** might otherwise have in respect of that information.

5. Remedy for fraud

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

- a) refuse to pay the claim;
- b) seek to recover any costs already incurred by the **Insurer** relating to the fraudulent claim;
- c) have the option to cancel the **Policy** from the date of the fraudulent act; and
- d) keep any premium paid to **Us**.

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

GENERAL EXCLUSIONS

We shall not be liable for:

1. Acquisition of Companies

- 1.1. any company or other legal entity acquired during the **Period of Insurance**; or
- 1.2. any property associated with such company or any other legal entity or **Business** undertaking or operation. Unless advised to **Us** and agreed by **Us** in writing with any additional **Premium** that **We** may require being paid by **You**.

2. Civil Commotion in Northern Ireland

Damage to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from Civil Commotion occurring within the Provinces of Northern Ireland

3. Cyber Risks Exclusion

We will not cover you under this **Policy** for:

- a. **Cyber Loss**, unless subject to the provisions of paragraph I;
- b. loss, damage, liability, claim, cost, expense, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Electronic Data**, including any amount pertaining to the value of such **Electronic Data**, unless subject to the provisions of paragraph 2; regardless of any other cause or event contributing at the same time or in any other sequence.

Subject to all the terms, conditions, limitations and exclusions of this **Policy**, **We** will cover **You** for:

- i. Physical loss or physical **Damage** to **Property Insured** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- ii. The cost to repair or replace **Proprietary Software Program** itself plus the costs of copying the electronic data from back-up or from originals of a previous generation, if the **Proprietary Software Program** owned or operated by **You**, suffers physical loss or physical damage covered by this **Policy**. These costs will not include research and engineering or any costs of recreating, gathering or assembling the **Electronic Data**. If such media is not repaired, replaced or restored the basis of valuation will be the cost of the blank **Proprietary Software Program**. However, this **Policy** excludes any amount pertaining to the value of such data, to **You** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.
- iii. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.
- iv. This exclusion takes priority over any other term in this **Policy**, and, where any conflict arises between this exclusion and any other wording in the **Policy** or any endorsement which relates to **Cyber Loss**, **Data** or **Proprietary Software Program**, then this exclusion replaces that wording;
- v. This exclusion will not apply to the extent of the indemnity provided under "General Extension 2 Data Protection Legislation) of this **Policy**.

For the purpose of this exclusion the following definitions will apply:

Cyber Loss

any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Cyber Act

an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax involving access to, processing of, use of or operation of any **Computer Equipment**.

Cyber Incident

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer Equipment**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer equipment.

4. Date Recognition

Damage or cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- 4.1. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any **Information Technology**, hardware, programme or software and/or any microchip, integrated circuit or similar device in the **Information Technology** or non-computer equipment, whether **Your** property or not; or
- 4.2. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such **Information Technology**, hardware, **Proprietary Software Programs** programme or software and/or any microchip, integrated circuit or similar device in the **Information Technology** or **Your Property** or not, non-computer equipment, whether **Your Property** or not.

This Exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the **Damage** or cost, claim or expense.

5. Felt Roof

Any felt roofs will be inspected/maintained on an annual basis by an approved contractor.

6. Fraud

Damage resulting from fraud forgery or deception or involving Theft or any attempt thereat, which any director partner or **Employee** or any member of the **Your** family is involved as principal or accessory unless the incident is the subject of the Insurance under Fidelity.

7. Influenza and Foot and Mouth Disease

Damage to the **Property** Insured or consequential loss at the **Premises** directly or indirectly caused by or contributed to, by, or arising from:

- 7.1. Influenza or any mutant variation thereof.
- 7.2. Foot and Mouth Disease or any mutant version thereof;
- 7.3. the actual or perceived fear or threat of Influenza or Foot and Mouth Disease;
- 7.4. any action taken in containing, controlling or preventing the outbreak of Influenza or Foot and Mouth Disease.

8. Inherent vice, Defective Workmanship, Operation of Machinery, Explosion

We will not cover **You** in respect of any loss consisting of or connected with:

- a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials;
- b. faulty or defective workmanship, or operational error or omission by **Your** or any of **Your Employees**;
- c. the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturer's instructions or specification;
- d. explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which the internal pressure is due to steam only and belonging to or under **Your** control.

but this will not exclude loss or **Damage** which is the result of **Damage** which is covered under this **Policy**.

9. Pollution

Damage to the **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from the discharge dispersal release or escape of **Pollutants** except where the **Damage** to the **Property Insured** is caused by:

- 9.1. the discharge dispersal release or escape of **Pollutants** is the direct result of the operation of an Insured Peril;
- 9.2. an Insured Peril which is the direct result of the discharge dispersal release or escape of **Pollutants**.

10. Radioactive Contaminations

Damage to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from:

- 10.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 10.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

11. Sonic Bangs

Damage to the **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by or arising from pressure waves caused by **Aircraft** or other aerial devices travelling at sonic or supersonic speeds.

12. Terrorism

Damage to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by, or arising from **Terrorism** (including, without limitation, contemporaneous or ensuing loss caused by fire and/or looting and/or theft).

In any claim and in any action, suit or other proceedings to enforce a claim under this Insurance the burden of proving that such claims do not fall within the **Terrorism** exclusion set out above shall be upon **You**.

13. War and Associated Risks

Damage to any **Property Insured** or consequential loss directly or indirectly caused by or contributed to, by, or arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority.

EXCLUSIONS UNDER PROFESSIONAL INDEMNITY

The following Exclusions only apply to the Public & Products Liability Section and the Professional Indemnity Section of this **Policy**.

1. **We** will not cover you against any **Claim**, loss, liability, costs, or expenses of any nature in any way caused by or resulting from:
 - 1.1. any dishonest, fraudulent, criminal, or malicious act or omission of **Yours** or of any person at any time employed by **You**, including named under General Definitions 24.1.
 - 1.2. the conduct of any business not conducted for the **Your** benefit of or on **Your** behalf of the named in the **Schedule**.
 - 1.3. the ownership, maintenance, operation or use of any **Aircraft**, boats, automobiles or **Vehicles** of any kind by or in **Your** interest.
 - 1.4. the insolvency, bankruptcy, or liquidation as the case may be of **Yours**.
 - 1.5. actual or alleged:
 - 1.5.1. physical assault, battery, or any intentional violence by **You**; or
 - 1.5.2. any offence under the Sexual Offences Act 2003 or similar legislation, for example rape or sexual assault by **You**.
 - 1.6. brought against **You** from the use of non-medically prescribed drugs.
 - 1.7. any injury (including emotional distress or mental trauma) loss or damage which is actually or allegedly caused by contributed to by the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents, Hepatitis C, or Chronic Traumatic Encephalopathy (CTE).
 - 1.8. directly or indirectly caused by
 - 1.8.1. actual or threatened riots, strikes or civil disorders or civil disobedience of any kind;
 - 1.8.2. any security measures imposed in response to the circumstances expressed in 1.8.1; which may result in the closure of a venue or the prevention or suspension of access to a venue or to the non-participation by attendees or performers, whether voluntary or compulsory.
 - 1.9. directly or indirectly caused by
 - 1.9.1. war, civil war, invasion, hostilities or any similar acts or events, whether or not war has been declared; or
 - 1.9.2. a rebellion, revolution, insurrection, military, or usurped power,;
 - 1.9.3. any nuclear reaction, nuclear radiation, or radioactive contamination; provided that in respect of claims arising out of injury which form the subject of **Indemnity** under the Employers' Liability Section of this **Policy** "General Extensions (what may be covered) 2" will only apply to the legal liability assumed by **You** under any agreement which liability would not have attached in the absence of that agreement;
2. **We** will not cover **You** in respect of liability assumed under a contract or agreement, liquidated damages clauses, penalty clauses or performance warranties unless **You** would have been liable in the absence of such contract, agreement, or warranties.
3. **We** will not cover **You** against any liability:
 - 3.1. to pay liquidated, punitive, exemplary, or aggravated damages.
 - 3.2. to pay any fines, penalties or any criminal sanctions of any description imposed by law or by any regulator, government agency, club, sporting association or other sporting entity.
 - 3.3. to pay any trading debts.
 - 3.4. of **Yours** or any **Principal** of **Yours** arising solely from **Your** duties or **Principal** as a **Director** or legal officer of any company.
4. **We** will not cover you against any **Claim** or **Claims** nor **Costs and expenses** following any **Claim** arising out of, relating directly or indirectly from or caused by or in any way involving reckless disregard and/or wilful breach of duty of any kind.
5. that is assumed by **You** under a contract or agreement, unless such liability would have attached to **You** in the absence of the said contract or agreement.

GENERAL CONDITIONS

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

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

1. Cancellation

The **Master Policyholder** can cancel this insurance at any time. If the **Master Policyholder** chooses to cancel this insurance, they will notify any beneficiary of such cancellation within 30 days.

We can cancel this insurance by giving the **Master Policyholder** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of **Premium**;
- a change in risk occurring which means that **We** can no longer provide the insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request;
- threatening or abusive behaviour or the use of threatening or abusive language to **Us** or the **Insurer**.

2. Alteration

This Insurance shall be voided, (unless notified to **Us** and agreed by **Us** in writing) if:

- 2.1 any alteration be made either in the **Business** or in the **Premises** or **Property Insured** therein or in any other circumstances whereby the risk of **Damage** is increased;
- 2.2 **Your** interest ceases except by death, operation of law or will;
- 2.3 the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued.

3. Precautions

You shall take all reasonable precautions:

- 3.1 for the Safety of the **Property Insured**;
- 3.2 in checking the credentials of the **Employees You** engage;
- 3.3 in complying with all regulatory and other statutory obligations imposed by any authority;
- 3.4 to prevent or diminish any **Damage** which may give rise to a claim under this Insurance.

4. Underinsurance (Average)

Each **Sum Insured** under the Covers (unless indicated or stated otherwise) is subject to Average whereby if the **Property Insured** by this Insurance shall at the commencement of any **Damage** be collectively of greater value than such **Sum Insured** then **You** shall be considered as being **Your** own insurers for the difference and shall bear a rateable share of the loss accordingly.

5. Automatic Reinstatement of the Sum Insured following Damage

In the event of a loss under this Cover the **Sum Insured** will be automatically reinstated from the date of the loss unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

6. Risk Surveys

We reserve the right to conduct a risk survey or surveys during the **Period of Insurance**. **You** shall ensure that any risk improvements deemed as requirements by **Us** following a survey or surveys of the risk shall be complied with and implemented within the time specified by **Us**. **We** reserve the right to review all the terms and conditions of the Insurance following the survey(s).

7. Non-Aggregation of Limit

The maximum we will pay in respect of each Extension, will be the sub-limit subject to the limit of cover with respect to each item of cover listed in the **Schedule**.

Except with respect to claims under Section 1 - Material Damage, in the event a claim involves cover under more than one Extension of a Section, you will only be entitled to cover under the Extension which:

- a. provides the more specific cover; or if there is not a more specific extension;
- b. has the highest limit.

If a policy limit of cover is shown in the **Policy** or the **Schedule**, the maximum amount we will pay in respect of a single occurrence in total across all sections of this policy, irrespective of the number of premises or locations affected, will be the policy limit of cover.

8. The Schedule and the Insurance Covers

The **Schedule** (which shall include any subsequent Renewal **Schedule**) and the Covers shall be deemed to be incorporated in and form part of this Insurance and the expression "this Insurance" wherever used in this Contract shall be read as including the said **Schedule** and the Covers.

9. Value Added Tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this policy will be exclusive of such tax.

10. Waste

You must ensure that all hazardous and/or combustible trade waste should be stored either in metal lidded containers or at a distance of at least five metres from any building.

11. King's Counsel

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

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

- a) the economics of the matter, having regard to the damages and costs which are likely to be recovered by the Claimant;
- b) the likely costs of defence and the prospects of **You** successfully defending the **Claim**. The cost of the King's Counsel opinion will, for the purposes of this **Policy**, be regarded as part of the costs of defence.

12. Subrogation

We will not exercise any subrogation rights of recovery against any **Employee** or former **Employee** of yours 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**.

PART C: MEMBERS' POLICY WORDING

Members' Policy Wording for Master Policy of Sports Property and Liability Insurance

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INTRODUCTION

This cover is part of a Master Policy.

As a Member, **You** receive cover under this Sports Property and Liability Insurance. This document gives **You** details about the cover **You** have.

Please also read **Your Schedule** to confirm which policy coverage sections apply under this insurance.

If **You** have any queries relating to this cover or would like to see the full Master Policy please contact the **Master Policyholder**.

Policy Information

This cover has been prepared in accordance with the instructions of the **Master Policyholder**. Please read this Members' Wording carefully to ensure that **You** understand its limits, terms, conditions and exclusions. If **You** have any queries relating to this cover please contact the **Master Policyholder**.

This Members' Wording consists of:

- General Definitions which define particular words and expressions that apply to the whole of this Members Policy Wording;
- the policy coverage sections of 'Your Property', 'Public & Products Liability', and 'Professional Indemnity' which give precise details of the cover being provided;
- General Exclusions, Claims Conditions and General Conditions apply to the cover as a whole;
- Complaints and Notices sections which provides details of what to do should **You** not be entirely satisfied with the service **You** have been provided and has details of notices **We** must provide.

GENERAL DEFINITIONS

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

1. **Abuse or Molestation** means any physical, mental or emotional abuse, for example:
 - a) harassment or bullying, voyeurism, invasion of privacy, mistreatment or maltreatment, neglect, any act of a sexual nature or any act undertaken with a sexual motive; or
 - b) any situation where **You** had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental and/or emotional) of a victim and were in breach of that duty to protect those in Your care either through negligence or vicariously for the acts and/or omissions of others..
2. **Act of Terrorism/Terrorism** means any act by a person or group(s) of persons, such as causing or threatening bodily injury or damage to property, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public in fear.
3. **Aircraft** means any vessel, craft, **Vehicle**, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes.
4. **Bodily Injury** means death, injury, illness, disease, mental anguish or nervous shock of or to any person.
5. **Business** of the **Master Policyholder** is that 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, Cycling and all other contact sports.
7. **Claim** means:

Any

 - 7.1. written or oral demand for damages, or
 - 7.2. Letter of Claim or any other correspondence pursuant to any pre-action protocol pursuant to the Civil Procedure Rules (England and Wales), or
 - 7.3. civil proceedings (including any counterclaim against any **Member**), or
 - 7.4. notice of mediation, adjudication or arbitration proceedings against a **Member** and which arises out of the **Member's** involvement in the Business.
8. **Coach** means a person who is a **Member** of the club, an association, a 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. **Compensation** does not include fines, penalties, criminal sanctions of any description, punitive, liquidated or exemplary damages.
10. **Costs and expenses** means:
 - 10.1. Reasonable and necessary **Costs and expenses** incurred by **You** with **Our** written consent in respect of any claim against **You** and for which **You** may be entitled to **Indemnity** under this **Policy**.
 - 10.2. Reasonable and necessary **Costs and expenses** of legal representation at any coroner's inquest or fatal accident inquiry in respect of any death.

- 11. Cyber Event** means any Cyber Act or Cyber Incident.
- 11.1 A Cyber Act is an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 11.2 A Cyber Incident is:
- a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 11.3 A Computer System is any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 12. Employee** means any person who is:
- 12.1 employed under a contract of service or apprenticeship with **You**;
 - 12.2 a labour master or person supplied by him;
 - 12.3 employed by labour only sub-contractors;
 - 12.4 self-employed and working for **You** and under **Your** control;
 - 12.5 hired to or borrowed by **You**;
 - 12.6 supplied to **You** for the purpose of study work or training experience;
 - 12.7 a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
 - 12.8 a voluntary helper while working under **Your** supervision and control and in connection with the **Business**; or
 - 12.9 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.
- 13. Excess** means the first amount of any **Claim** payable by the **Member** making the related **Claim**. The amount of the excess is as specified in the **Schedule**.
- 14. Indemnity / Indemnify / Indemnified** means the principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the policy terms and conditions and applicable policy limits and excess.
- 15. Insurer** means Liberty Mutual Insurance Europe SE UK Branch.
- 16. 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.
- 17. Loss** 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 **Member**.
- 18. Master Policyholder** means the association, league or entity named in the **Schedule**. The master policyholder is the contracting party for this insurance.
- 19. Member** means any **Member**, temporary player or other person actively engaged in and appropriately registered with the **Master Policyholder** or a club affiliated with the **Master Policyholder**, for the purpose of playing the **Sport** or activity specified in the **Schedule**.
- 20. Period of Insurance** means the **Period of Insurance** stated in the **Schedule**. However, the **Period of Insurance** also relates to **Your** individual membership. For example, if **You** become a **Member** during the **Period of Insurance**, **Your** cover under this insurance only begins from the date of **Your** membership and does not cover any occurrence or **Loss** before that date.
- 21. Pollution** means:
- 21.1 pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
 - 22.2 all loss, damage or injury directly or indirectly caused by such pollution or contamination.

- 22. 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**.
- 23. Property Damage** means accidental loss of or damage to property and includes loss of use of property.
- 24. Schedule** means the Part C 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**.
- 25. Sport** or activity means being physically engaged in the **Sport(s)** or activity specified in the **Schedule** and includes all official activities organised, arranged, and sanctioned by the insured association and-affiliated member clubs named in the **Schedule**.
- 26. Territorial Limits** means
- 26.1 the **United Kingdom**;
- 26.2 elsewhere in the world in respect of;
- any act or omission occurring within the territories specified in 26.1 above;
- the acts or omissions of persons normally resident in the territories specified in 26.1 above but temporarily engaged in the **Business** outside those territories;
- unless otherwise specified on the **Schedule**.
- 27. United Kingdom** means England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and territorial waters.
- 28. 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.
- 29. Watercraft** means any vessel, craft, **Vehicle** or appliance made or intended to float on or in or travel on or through or under water.
- 30. We/Us/Our** means Sportscover Europe Limited as underwriting agent of the **Insurer**.
- 31. You/Your** means any individual **Member**.

HOW TO MAKE A CLAIM

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

Davies Group
PO Box 2801
Stoke on Trent
ST4 9DN

Email: newclaims.liberty@davies-group.com

Telephone number: +44 (0) 0344 856 2364

Things you must do...

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

In respect of losses occurring under Public & Products Liability Cover and Professional Indemnity Cover, You must:

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

In respect of losses occurring under Your Property.

7. In the event of learning of any circumstance which is likely to give rise to a **Claim** under this section **You** must:
 - 7.1 notify **Your** insurance broker as soon as reasonably possible;
 - 7.2 contract the police as soon as reasonably possible and acquire a crime reference number if the loss or **Property Damage** has been caused by:
 - 7.3 theft,
 - 7.4 riot,
 - 7.5 civil commotion, or
 - 7.6 labour disturbances.

Following **Your** notification to **Us**, **You** must:

- (a) take all reasonable steps to recover your property lost and otherwise minimise the claim; and
- (b) notify as soon as possible, the carrier of loss or **Property Damage** in transit and try to obtain a written acknowledgement.

We are entitled, but not obliged, to take over and deal with, in **Your** name, the defence or settlement of any **Claim**.

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

YOUR PROPERTY COVER

Definitions

The following definitions apply to this section of cover only.

Evidence of Ownership means

Original sales purchase or till receipt or other evidence which clearly demonstrates ownership. This may include but is not limited to bank/credit card statement, retailer valuation including a photograph of the **Sporting Kit & Equipment**. The evidence should clearly show date, price paid and details of the **Sporting Kit & Equipment**.

1. Insured Peril means

- | | |
|---|--|
| (a) fire; | (j) persons taking part in labour disturbances; |
| (b) lightning; | (k) malicious persons other than thieves; |
| (c) explosion; | (l) storm; |
| (d) aircraft or other aerial devices or articles dropped therefrom; | (m) flood; |
| (e) earthquake; | (n) escape of water from any tank, apparatus or pipe; |
| (f) riot; | (o) impact by any road vehicle or animal; or |
| (g) civil commotion; | (p) accidental discharge or leak of water from any automatic sprinkler installation. |
| (h) strikers; | |
| (i) locked out workers; | |

2. Occurrence means any loss or **Property Damage** to **Sporting Kit & Equipment**, directly caused by an **Insured Peril**, the loss or **Property Damage** arising during a period of seventy two (72) consecutive hours will be considered a single **Occurrence**, to which the **Excess** will be applied.

If the duration of the loss or **Damage** from the stated perils, extends to beyond seventy two (72) consecutive hours, then **You** may decide to claim for two (2) seventy two (72) hour periods, that is two (2) **Occurrences** with a separate **Deductible** applying to each **Occurrence**.

- a) **You** may choose the date and time when any such period of seventy two (72) hours shall commence provided that
- i) **We** will not cover **You** for any loss arising from **Damage** occurring before the effective date and time of this **Policy** nor for any occurring after the expiration date of this **policy**; and
 - ii) no two seventy two (72) hour periods overlap and
 - iii) no period commences earlier than the date and time of the happening of the first recorded individual loss to **You** as a result of the above perils.

3. Personal Possessions means Clothing, baggage, and articles of personal use which are normally carried away from the home, including money, credit, debit or store cards which are normally carried away from the home.

4. Sporting Kit & Equipment means recognised equipment, which **You** are responsible for the purpose of the **Business** and as more fully described in the **Schedule**. The most we will pay for a Single Article is GBP 1,000 unless otherwise stated in the **Schedule**.

5. Sum Insured means the applicable Sum Insured specified in the **Schedule**.

6. Transit means whilst **Your Sporting Kit & Equipment** is being loaded upon, carried by or temporarily stored within or unloaded from any vehicle(s) owned, borrowed or hired by **You** to transport the **Sporting Kit & Equipment** to and from a premises to any location within the **Territorial Limits** in the course of **Your Business**; including temporary garaging, up to a maximum period of 5 consecutive days during the course of the **Transit**.

Insuring Agreements (what is covered)

In the event of **Property Damage** to any of the **Sporting Kit & Equipment** within the **Territorial Limits** stated in the **Schedule**, including whilst in **Transit**, directly caused by **Property Damage** from any cause subject to the Exclusions Applicable to this Section and the General Exclusions.

We will pay to **You** the value of the **Sporting Kit & Equipment** at the time of its loss or destruction or the amount of the **Damage** or at **Our** option reinstate or replace or repair such **Sporting Kit & Equipment** or any part of it.

Provided that **Our** liability under this Insurance, during any one **Period of Insurance** shall not exceed the **Sum(s) Insured** stated in the **Schedule** (or such other **Sum(s) Insured** as may subsequently be agreed to in writing by **Us**) at the time of the **Damage**.

Any replacement **Sporting Kit & Equipment** will be supplied from a preferred supplier approved by **Us**.

In the event of a **Claim** in respect of a pair or set of articles comprising **Sporting Kit & Equipment**. **We** will pay the reasonable and necessary costs comprising of a pair or set for:

- a) repairing or replacing any part to restore the pair or set, or;
- b) the difference between the value of the pair or set before and after it was damaged.

Where **We** have paid for the difference in value of a pair or set before and after it is damaged then **You** will surrender the undamaged parts to us.

Exclusions (what is not covered)

We will not provide cover under this Section in respect of:

1. **Property Damage** to the **Sporting Kit & Equipment** caused:
 - 1.1 by frost, gradual deterioration, inherent vice, its own faulty or defective design or materials, latent defect, wear and tear;
 - 1.2 by defective or faulty workmanship, **Your** or **Your Member's** omission or operational error;
 - 1.3 whilst in use in the sport.However this shall not exclude subsequent **Property Damage** which results from a cause not otherwise excluded.
2. **Property Damage** cause by or consisting of:
 - 2.1 contamination, corrosion, dampness, dryness, evaporation, fermentation, insects, leakage, loss of weight, marring, rust, vermin;
 - 2.2 action of light, change in temperature colour flavour texture or finish, condensation, fog, humidity, smog;
 - 2.3 Scratching, denting or any cosmetic change which does not impair the function of the **Sporting Kit & Equipment**; or any other gradually occurring loss which commenced prior to the **Period of Insurance**.
3. Business samples, goods, tools of trade
4. Breakage or damage to fragile articles and any consequence of such,
5. Any claim where **Evidence of Ownership** cannot be provided for the Sports Equipment
6. **Property Damage** to kites when in use
7. loss of use, delay or loss of markets; however caused or arising, and despite any preceding loss insured hereunder.
8. Mysterious disappearance or inventory shortage, or misfiling or misplacing of information.
9. Theft, fraud, or any kind of wrongful conversion or abstraction, whether committed alone or in collusion with others by **You** or any directors, **Members**, officials or partners.
10. Loss or theft of any **Sporting Kit & Equipment** left unattended in the open other than in the course of instructing **Sport**.
11. Theft, loss or damage to any pedal cycles
12. Theft, loss or damage to mobile phones
13. consequential loss or damage of any kind or description.
14. **Personal Possessions**

- 15.** Theft or attempted theft from any unattended vehicle unless:
- a. all doors and windows are closed and securely locked and the vehicle manufacturer's security systems are in operation;
 - b. entry to the vehicle has been effected by forcible and violent means;
 - c. all items are stored out of sight in a locked boot or covered luggage area whilst in a vehicle that has been fully secured.
- 16.** Any **Property Damage** to **Sporting Kit & Equipment** stored in a building not owned by **You** unless;
- a. the **Sporting Kit & Equipment** are in the personal custody of any **Member**; or
 - b. the **Sporting Kit & Equipment** are locked within the aforesaid **Building** and entry has been effected by forcible and violent means.
- 17. Property Damage to Sporting Kit & Equipment:**
- 17.1 caused by fire resulting from its undergoing any heating process or any process involving the application of heat;
 - 17.2 resulting from its undergoing any process of production, packaging treatment commissioning service or repair.
- 18. Property Damage** occasioned by confiscation, delay, destruction, embargo, requisition or seizure by the government or any public authority.
- 19.** the **Excess**, the amount as stated in the **Schedule** in respect of each and every claim.
- 20. Property Damage** to vehicles licenced for road use, caravans, trailers, watercraft and aircraft, railway locomotives and rolling stock;
- 21. Pollution**
- 22. Property Damage** to any **Sporting Kit & Equipment** or consequential loss directly or indirectly caused by or contributed to, by or arising from Civil Commotion occurring within the Provinces of Northern Ireland.
- 23. Damage** to the **Sporting Kit & Equipment** or consequential loss directly or indirectly caused by or contributed to, by or arising from pressure waves caused by **Aircraft** or other aerial devices travelling at sonic or supersonic speeds.

Basis of Settlement

Where **Your Sporting Kit & Equipment** under this Cover cannot be:

- a) economically repaired, or
- b) replaced,

by similar equipment of similar capacity in a condition equal to but not better or more extensive than its condition when new because equipment of a similar capacity is not available, replacement can be of the next higher capacity.

This will not be regarded as being better or more extensive than new.

Always provided that if at the time of the **Property Damage** the **Sum Insured** of each applicable item is less than the total value of the **Sporting Kit & Equipment** at the inception of the **Period of Insurance**, then **Our** liability for the **Damage** will be proportionately reduced and You will be considered to be **Your** own insurer for the difference.

Conditions

(Applicable to the Your Property Section only)

1. Automatic Reinstatement of the Sum Insured following Damage

In the event of a loss under this Cover the **Sum Insured** will be automatically reinstated from the date of the loss unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the **Sum Insured** **You** will undertake to pay the necessary **Premium** as **We** may require for such reinstatement from that date.

2. Branded Goods

In the event of a **Claim** for loss or **Property Damage** to the **Sporting Kit & Equipment**, any salvage of branded goods, and/or merchandise either in **Your** possession or held in trust or on commission, and/or goods sold but not delivered will not be disposed of by sale without **Our** consent. If such salvage is not disposed of by sale then the claim will be assessed at the value agreed between **You** and **Us** and taken into consideration at the settlement of the loss.

3. Non Aggregation of Limit

The maximum **We** will pay in respect of this Section, will be the sub-limit subject to the limit of cover with respect to each item of cover listed in the Schedule.

In the event a claim involves cover under more than one Extension of a Section, **You** will only be entitled to cover under the Extension which:

- (a) provides the more specific cover; or if there is not a more specific extension;
- (b) has the highest limit.

If a policy limit of indemnity is shown in the **Policy** or the **Schedule**, the maximum amount we will pay in respect of a single occurrence in total across all sections of this **Policy**, irrespective of the number of premises or locations affected, will be the policy limit of cover.

4. Precautions

You shall take all reasonable precautions:

- (a) for the safety of the **Sporting Kit & Equipment**;
- (b) in complying with all regulatory and other statutory obligations imposed by any authority;
- (c) to prevent or diminish any **Property Damage** which may give rise to a claim under this Insurance.

5. Salvage

You will have full right to the possession of all goods involved in any **Property Damage** and will retain control and, exercising reasonable discretion, will be the sole judge as to whether the goods involved in any **Property Damage** are fit for use. No goods so deemed by **You** to be unfit for use will be sold or otherwise disposed of except by **You** or with **Your** consent. However, **You** will allow **Us** any salvage obtained on any sale or other disposition of such goods. In the event **You** elect to stamp "salvage" on the merchandise or its containers or removes or obliterates the labels or brands **You** will do so at **Your** own expense.

6. Underinsurance (Average)

Each **Sum Insured** under the Covers (unless indicated or stated otherwise) is subject to Average whereby if the **Sporting Kit & Equipment** by this Insurance shall at the commencement of any **Property Damage** be collectively of greater value than such **Sum Insured** then **You** shall be considered as being **Your** own insurers for the difference and shall bear a rateable share of the loss accordingly.

7. Value Added Tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this policy will be exclusive of such tax.

PUBLIC & PRODUCTS LIABILITY COVER

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

Insuring Agreements (what is covered)

(Applicable to this Public & Products Liability Section only)

In accordance with the exclusions, conditions and definitions of this Policy the Insurer agrees to Indemnify You for Your legal liability to pay Compensation and Costs and expenses incurred with Our consent as a result of:

- a) accidental Bodily Injury to any person; or
- b) accidental Property Damage to property owned by others; or
- c) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

caused by a Loss 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. Contingent Vehicle Liability

- 1.1. Provided **You** are not more specifically insured under any other insurance the **Insurer** will indemnify **You** in the terms of this **Policy** in respect of **Bodily Injury** or **Property Damage**:
 - 1.1.1. caused by any **Vehicle** owned by **You** or in **Your** possession or being used by **You** or on **Your** behalf which is:
 - a. not licenced 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.
 - 1.1.2. 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 **You** against legal liability resulting from a **Vehicle** being used outside the **United Kingdom**.

2. Sudden Pollution

Exclusion 21 – Pollution shall not apply to **Pollution** which is the direct result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **Period of Insurance**.

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

- a) if the **Insured** has not taken all practical precautions to prevent **Pollution**; or
- b) if **Injury** or **Damage** or the entire event giving rise to the **Injury** or **Damage** did not occur during the **Period of Insurance**.
- c) This extension does not apply to any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award settlement either in whole or in part.
- d) This extension does not apply to or include legal liability for **Damage** to premises presently or at any time previously owned or tenanted by the **Insured** or from **Damage** to land or water within the boundaries of or below any land or premises presently or at any time previously owned or leased by the **Insured**.
- e) The **Insurer's** liability under this extension for all **Losses** combined throughout the **Period of Insurance** shall not exceed the sub-limit for Pollution Liability stated in the **Schedule**, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

Limit of Indemnity

(Applicable to this Public & Products Liability Section only)

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

- a. the Insurer's aggregate liability in respect of Products Liability during any Period of Insurance will not exceed the limit of indemnity specified in the Schedule;
- b. Costs and expenses will be payable;
 - i) Inclusive of the applicable limit of indemnity specified in the Schedule; but;

unless this insurance is specifically endorsed to the contrary.

Exclusions (what is not covered)

(Applicable to this Public & Products Liability Section only)

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

1. **Bodily Injury** to any **Employee** arising out of or in the course of employment by **You** in the **Business**.
2. damage to property owned, leased or hired by or under hire purchase or loaned to **You** or otherwise in **Your** care, custody or control.
3. malicious damage caused by **You**.
4. damage to or loss of or the cost of repair, reconditioning, replacement, removal or recalling of any **Product** or component part.
5. any **Products** which:
 - 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**, airplane device, hovercraft or waterborne craft or for marine or aviation purposes.
6. the ownership, maintenance, operation, preparation or use by **You**, or on **Your** behalf 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.
7. the ownership, maintenance, operation or use by **You** or on **Your** behalf any **Vehicle**.
8. actual or alleged **Abuse or Molestation**.
9. any **Bodily Injury** caused, or contributed to, by any participant to any other participant whilst participating in the **Sport**, match or practice of any **Category 4 Sports** unless specified in the **Schedule**.
10. defamation, libel, slander or breach of copyright.
11. for any **Bodily Injury** arising out of Acquired Immune Deficiency Syndrome (AIDS), or Chronic Traumatic Encephalopathy (CTE) in any form, howsoever these illnesses may have been acquired or may be named.
12. any form of performance, surety, credit or financial guarantee.
13. any economic or pecuniary loss where no **Bodily Injury** or damage to tangible property occurs.
14. any of the following:
 - 14.1. advice, design or specification given by **You** for a fee; or
 - 14.2. professional services rendered by **You** or on **Your** behalf.
15. a Communicable Disease or fear or threat of a Communicable Disease. For the purpose of this Exclusion, Communicable Disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Conditions

(Applicable to this Public & Products Liability Section only)

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

1. In the event of a **Loss**, **You** must as soon as possible take at **Your** 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 insurance.
2. 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 COVER

Definitions

(Applicable to this Professional Indemnity section only)

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

- a) valid **Claims** which are first made during the **Period of Insurance**, or
- b) circumstances that may give rise to a covered **Claim** first discovered by **You** during the **Period of Insurance**,

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

1. For the purpose of this section only, **Insured**, as defined under the "General Definitions", automatically extends to include the **Qualified Person** who committed or is alleged to have committed the negligent act, error or omission giving rise to a **Claim**, provided that the **Qualified Person** is subject to and complies with the terms of this **Policy**.
2. **Qualified** means that person has either the necessary and appropriate:
 - 2.1. qualifications and/or registration and/or accreditation and/or licensing from an accredited sports institute or the **Sport's** national association or governing body; or
 - 2.2. authorisation from the **Sport's** national association or governing body or its regional representative to whom or which this authority is devolved.
3. **Qualified Person** means a member who is a **Qualified Person** appointed by the club, league or association noted in the **Schedule** to act as a **Coach**/match official but only whilst acting in the scope of their duties in such capacity.
4. **Retroactive Date** means the date specified in the **Schedule** as the **Retroactive Date**.

Insuring Agreements (what is covered)

(Applicable to this Professional Indemnity section only)

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

1. the **Claim** is made against the Insured during the **Period of Insurance** and notified as soon as possible in writing to the **Insurer** during the **Period of Insurance**; and
2. the alleged negligent act, error or omission occurred subsequent to the **Retroactive Date** and within the **Territorial Limits**.

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

- a. as soon as possible after the **Insured** becomes aware of those circumstances; and
- b. before the expiry of the **Period of Insurance**;

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

Extension of cover

(Applicable to this Professional Indemnity section only)

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

Limit of Indemnity

(Applicable to this Professional Indemnity section only)

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

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

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

Exclusion (what is not covered)

(Applicable to this Professional Indemnity section only)

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

1. **Bodily Injury** unless occurring as a result of services rendered by a **Qualified Person**.
2. any **Claim** against any **Insured** in their capacity as a director, officer or trustee in respect of the performance or non-performance of their duties as a director, officer or trustee.
3. any advice given or services performed for:
 - 3.1. any company, firm, organisation, or group in which any **Insured** or any of **Your** present or former partners, directors or sole principals exercises or has exercised a controlling financial or executive interest, or
 - 3.2. any of **Your** parent or subsidiary companies or a company having the same parent company as **You** provided that this exclusion shall not apply to claims originating from an independent third party.
4. any Employers' Liability. That being any:
 - 4.1. **Bodily Injury** to any **Employee** arising in the course of their employment with **You**;
 - 4.2. any obligation of **You** under a workers' compensation, disability benefits or unemployment or employment compensation law or similar law.
5. Any Employment Practices. That being:
 - 5.1. the failure to hire any prospective **Employee** or any applicant for employment;
 - 5.2. the employment of any person in violation of any laws as to age;
 - 5.3. the termination or wrongful dismissal of any **Employee**;
 - 5.4. the failure to promote or advance any **Employee**;
 - 5.5. employment related practices, policies, acts or omissions including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or retaliation directed at any present, past, future or prospective **Employee**.

GENERAL EXCLUSIONS

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

1. The **Insurer** will not **Indemnify You** against any **Claim**, loss, liability, costs or expenses of any nature in any way caused by or resulting from:
 - 1.1. any dishonest, fraudulent, criminal or malicious act or omission or of any person at any time employed by **You**, including named under General Definitions 18.1 18.2 or 18.3.
 - 1.2. the conduct of any business not conducted for the benefit of or on behalf of the **Master Policyholder** named in the **Schedule**.
 - 1.3. the insolvency, bankruptcy or liquidation as the case may be of **You** or the Master Policyholder.
 - 1.4. actual or alleged:
 - 1.4.1. physical assault, battery or any intentional violence by **You**; or
 - 1.4.2. any offence under the Sexual Offences Act 2003 or similar legislation, for example rape or sexual assault by **You**.
 - 1.5. brought against **You** from the use of non-medically prescribed drugs.
 - 1.6. Strikes, Riots or Civil Disorders, which means;
 - 1.6.1. actual or threatened riots, strikes or civil disorders or civil disobedience of any kind;
 - 1.6.2. any security measures imposed in response to the circumstances expressed in 1.6.1; 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.
 - 1.7. War, which means;
 - 1.7.1. war, civil war, invasion, hostilities or any similar acts or events, whether or not war has been declared; or
 - 1.7.2. a rebellion, revolution, insurrection, military or usurped power.,
2. any nuclear reaction, nuclear radiation or radioactive contamination;
3. The **Insurer** will not Indemnify **You** in respect of liability assumed under a contract or agreement, liquidated damages clauses, penalty clauses or performance warranties unless **You** would have been liable in the absence of such contract, agreement or warranties.
4. The **Insurer** will not **Indemnify You** against any liability:
 - 4.1. to pay liquidated, punitive, exemplary, or aggravated damages.
 - 4.2. to pay any fines, penalties or any criminal sanctions of any description imposed by law or by any regulator, government agency, club, sporting association or other sporting entity.
 - 4.3. to pay any trading debts.
 - 4.4. 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.
5. The **Insurer** will not Indemnify **You** 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.
6. The **Insurer** will not Indemnify **You** in respect of any loss, damage, fees, costs, charges, expenses and/ or liability arising directly or indirectly out of, or in any way related to any **Cyber Event**.

EXCLUSIONS UNDER PUBLIC & PRODUCTS LIABILITY AND PROFESSIONAL INDEMNITY

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

- 1.1. in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or Products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in been operative in the sequence of events resulting in a loss.
- 1.2. caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Bodily Injury** or loss of or damage to **Property**.
- 1.3. in respect of
 - 1.3.1. any Degenerative Brain Injury or any fear or threat of any Degenerative Brain Injury; or
 - 1.3.2. any actual or alleged failure by the **Insured** to instigate, correct, or enforce compliance with any protocols, aimed at reducing or otherwise mitigating the risk to individuals of sustaining or developing any Degenerative Brain Injury.

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

- i. physical or neurocognitive functioning;
- ii. sensory processing;
- iii. cognition; or
- iv. psychosocial behaviour or function

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

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

- 1.4. in respect of any **Claim** made by a party to, or a party connected or associated with, any association or Joint Venture to which the **Insured** is also a party, or with which the **Insured** is associated or connected, unless such **Claim** arises from a wholly independent third party.
- 1.5. any prior known claims or circumstances.
A prior known claim or circumstance, is a **Claim** or circumstance which **You** are aware, or ought reasonably to be aware, of at the start of the **Period of Insurance**, whether notified under any other insurance or not.
- 1.6. directly or indirectly caused by or arising from any;
 - 1.6.1. **Act of Terrorism**;
 - 1.6.2. action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.
- 1.7. in respect of any PFAS.

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

- a) perfluorinated methyl group (-CF₃); or
- b) perfluorinated methylene group (-CF₂-).

For example, they are perfluoroalkyl or polyfluoroalkyl substances.

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

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

CLAIMS CONDITIONS

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

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

1. Excess

In respect of each and every **Claim** against **You** the amount of the **Excess** specified in the **Schedule** will be paid by **You** and not **Indemnified** under this insurance. The **Insurer** will only be liable to **Indemnify You** 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 insurance and which arise by reason of the same act, error or omission.

2. Procedure for the defence and settlement of claims

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

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

- 2.1.1. take full responsibility for conducting, defending or settling any claim in **Your** name; and
- 2.1.2. take any action the Insurer considers necessary to enforce **Your** rights or their rights under this insurance. For example, to prosecute in **Your** name for the Insurer's own benefit any claim for damages or otherwise.

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

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

3. Discharge of Liability

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

- 3.1.1. an occurrence or **Loss**; or
- 3.1.2. the **Period of Insurance**;

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

- a) for the conduct and control of the **Claim**, or
- b) for any further payment under this insurance in respect of such **Claim**.

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

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

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

4. Other insurance

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

6. Claims co-operation

- 6.1. **You** must do all things reasonably practical to avoid or reduce any loss under this **Policy**.
- 6.2. **You** must as soon as reasonably possible give all information and assistance to the **Insurer** as it may reasonably require to enable it to:
 - 6.2.1. determine its liability under this insurance; and
 - 6.2.2. investigate and defend the **Claim**.
- 6.3. The **Insurer** may, on the notification of a **Claim**, take whatever action that it considers appropriate to protect **Your** position in respect of the **Claim**. Any action by the Insurer in this respect will not be regarded:
 - 6.3.1. as prejudicing its position under this insurance;
 - 6.3.2. as or imply an admission by the Insurer of **Your** entitlement to Indemnity under this insurance.
- 6.4. Solicitors retained by the **Insurer** to act on **Your** behalf in relation to any **Claim** against **You** will at all times be at liberty to disclose to the Insurer any information obtained by the solicitors, whether from **You** or elsewhere. **You** waive all claim to legal professional privilege between **You** and the Insurer which **You** might otherwise have in respect of that information.

7. Remedy for fraud

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

- a) refuse to pay the claim;
- b) seek to recover any costs already incurred by the Insurer relating to the fraudulent claim;
- c) have the option to cancel **Your** individual cover from the date of the fraudulent act; and
- d) keep any premium paid to **Us** on your behalf.

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

If **We** exercise our rights under c) and d) above:

1. **We** will notify **You** in writing; and
2. **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this insurance, for example the **Occurrence** of a loss, the making of a **Claim**, or the notification of a potential **Claim**; and

This condition will only apply to **You** as an individual and not the entire group if the fraud was committed by **You** and not the **Master Policyholder**.

GENERAL CONDITIONS

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

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

1. Cancellation

The **Master Policyholder** can cancel this insurance at any time. If the **Master Policyholder** chooses to cancel this insurance, they will notify any beneficiary of such cancellation within 30 days.

You can cancel this insurance by ending **Your** membership with the **Master Policyholder**.

We can cancel this insurance by giving the **Master Policyholder** thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of **Premium**;
- a change in risk occurring which means that **We** can no longer provide the insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request;
- threatening or abusive behaviour or the use of threatening or abusive language to **Us** or the insurer.

2. Termination of Membership

Termination of **Your** membership with the **Master Policyholder** for any cause will similarly terminate cover under this insurance from the same date.

3. Cross Liabilities

Each **Member** will be indemnified separately in respect of claims made against a **Member** by another **Member** as though a separate **Policy** had been issued to each of them.

However:

- A. The **Insurer's** total liability for all claims under this insurance will not exceed the applicable Limits of Indemnity specified in the **Schedule**;
- B. The **Insurer's** liability to pay **Costs and Expenses** will be in accordance with the provisions of the "Limit of Indemnity" clause in the applicable Section of this **Policy**.

4. King's Counsel

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

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

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

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

5. Subrogation

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

HOW TO MAKE A COMPLAINT

Complaints to Sportscover

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

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

Sportscover Europe 6th Floor

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

Email: info@active-risk.com

Telephone Number: +44 (0) 20 7444 1770

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

Complaints to Liberty

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

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

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

Email: complaints@libertyglobalgroup.com

Telephone Number: +44 (0) 20 3758 0840

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

Email: complaints@libertyglobalgroup.com

Telephone Number: +352 28 99 13 00

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

Exchange Tower
Harbour Exchange
London, E14 9SR

Email: enquiries@financial-ombudsman.org.uk

Telephone Number: +44 (0) 800 023 4567

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

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

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

Email: caa@caa.lu

Telephone Number: +352 22 69 11 1

www.caa.lu

or Mediateur en AssurancesACA,
72, Rue Erasme,
L-1468 Luxembourg

Email: mediateur@aca.lu

Telephone Number: +352 44 21 44 1

www.ulc.lu

NOTICES

COMPENSATION (FINANCIAL SERVICES COMPENSATION SCHEME)

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

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

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 at www.libertyspecialtymarkets.com/privacy-cookies. This explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read the Notice carefully as it also informs **You** about **Your** rights concerning **Your** personal data and how you can get in touch with Liberty Mutual Insurance Europe SE UK Branch, in case **You** have questions or need additional information and support in this regard.

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

Data Protection Officer

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

LAW AND JURISDICTION

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

SANCTIONS SUSPENSION NOTICE

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

TAXES

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

PROVIDING INSURANCE SOLUTIONS FOR
ADVENTURE SPORTS
AMUSEMENT CATERERS
EVENTS
HEALTH & FITNESS SPORTS
VISITOR ATTRACTIONS

CONTACT US

You can contact us in the following ways:

Sportscover Europe Ltd

By phone

+ 44 (0) 207 444 1770

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

By email

enquiries@active-risk.com

By post

Hohe Bleichen 8, 20354
Hamburg, Germany

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