



**GENERAL LIABILITY INSURANCE POLICY WORDING**  
**FOR AMATEUR SPORTS**

**Lloyd's insurance effected through Sportscover Europe Limited.**

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is B0573K060287) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified in the Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

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

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

In consideration of the payment of the premium stated in the schedule and in reliance on the particulars and statements made in the proposal referred to in the schedule the underwriters referred to in the certification above (hereinafter called the "Company") will to the extent and in the manner provided subject always to the terms, conditions exclusions warranties, definitions and endorsements contained in the policy as defined with greater particularity herein below and as governed by the schedule hereto:

**INSURING AGREEMENTS**

- (1) Indemnify the Insured for claims made against the Insured up to but not exceeding the respective Indemnity Limits for General Liability, Products Hazard stated in the schedule, and happening in respect of any civil liability to pay Compensation by reason of Personal Injury or Property Damage caused by an Occurrence in connection with The Business during the period of insurance noted in the schedule in the Territorial Limits. The total aggregate liability for Products Hazard during any one period of insurance will not exceed the limit of indemnity.
- (2) Indemnify the Insured against the legal advisors fees and court costs involved in defending any claims against the Insured to the extent that such claims fall within the terms and Indemnity Limits provided for in (1) above. The Company shall have the right but not the obligation to appoint legal representatives and conduct the defence of any such claim, investigation, negotiation and settlement thereof as it considers expedient.
- (3) Reimburse the Insured for all reasonable expenses, other than wages, loss of earnings or profits, incurred with the consent of the Company in connection with (2) above.

Indemnity or reimbursement provided in Insuring Agreements (2) and (3) shall be payable in addition to the applicable Indemnity Limits stated in the schedule.

## **DEFINITIONS**

1. “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.
2. “CATEGORY 4 SPORTS” means Rugby Union, Rugby league, Football, Gaelic Football, Gridiron, Australian Rules Football, Kick Boxing, Boxing, Martial Arts and all other contact sports.
3. “COACH/REFEREE” means a member of the club who is accredited and qualified in accordance with the requirements of the sport nominated in the schedule and/or a person with a minimum of coaching or refereeing experience in the nominated sport, indicated in the schedule.
4. “COMPENSATION” includes interest which may be awarded upon damages or incurred upon a judgment debt and plaintiffs costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated or exemplary damages.
5. “FUNGUS, MILDEW AND MOULD” includes but is not limited to any form or type of mould, mildew, mushroom yeast or biocontaminant. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any fungus/fungi.
6. “GENERAL LIABILITY” means any liability of the Insured indemnifiable under Insuring Agreement (1) other than Products Hazard.
7. “INSURED” means:
  - (a) The Insured club named in the schedule;
  - (b) Any Director, Executive Officer, Committee Member, Office-holder, Employee of the Insured club or association but only whilst acting within the scope of their duties in such capacity;
  - (c) Any registered Member of the Insured club or voluntary worker but only whilst acting in connection with club activities and whilst conforming to club rules and by-laws. Such Member shall only be entitled to indemnity hereunder to the extent that said Member is not entitled to indemnity under any other policy of insurance;
  - (d) Any owner of plant in respect of the hire of said plant to the Insured club but only to the extent required under written contract or agreement.
8. “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 kept, housed maintained or operated and where Aircraft may take off and land.
9. “MEDICAL PERSONS” means medical doctors, nurses, dentists and certified first aid attendants.
10. “MEMBER” means any member, temporary player or other person actively engaged in and appropriately registered for the purpose of playing the sport named in the schedule.
11. “OCCURRENCE” means an event, including continuous, repeated exposure to substantially the same general condition, which result in Personal Injury or Property Damage neither expected nor intended from the stand point of the Insured.
12. “PERSONAL INJURY” means death, bodily injury, illness or disease of or to any person.
13. “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.
14. “PRODUCTS HAZARD” means any liability of the Insured indemnifiable under Insuring Agreement (1) which arises directly or indirectly out of a Product or any defect or failure thereof.
15. “PROPERTY DAMAGE” means accidental loss of or damage to property and includes loss of use of property.
16. “TERRITORIAL LIMITS” means
  - (a) Great Britain Northern Ireland the Isle of Man or the Channel Islands
  - (b) elsewhere in the world excluding the United States of America and Canada in respect of
    - i) any act or omission occurring within the territories specified in 16a above
    - ii) the acts or omissions of persons normally resident in the territories specified in 16a above but temporarily engaged in The Business outside such territories
    - ii) Personal Injury or Property Damage caused by Products

17. "THE BUSINESS" of the Insured is that of a sporting club and member of the sporting association designated in the schedule. The said business includes all activities connected with the sport including responsibilities as landlord, tenants, property owners and organisers of social and fund-raising activities but does not include any coaching activities unless noted in the schedule.
18. "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.
19. "WATERCRAFT" means any vessel, craft, vehicle or appliance made or intended to float on or in or travel on or through or under water.

## **EXTENSIONS**

### **Health & Safety At Work Act**

The Company will indemnify the Insured against legal costs and expenses incurred in the defence of any criminal Proceedings brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the period of insurance including costs of prosecution awarded against the Insured and legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that the Company shall not be liable for the payment of fines or penalties

### **Defective Premises Act**

The Company 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 Personal Injury or Damage occurring within a period of seven years from the expiry or cancellation of this Policy

Provided that the Company shall not be liable under this extension if the Insured is entitled to Indemnity under any other insurance

### **Consumer Protection Act**

The Company will indemnify the Insured against legal costs and expenses incurred with the Company's written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the period of insurance including costs of prosecution awarded against the Insured and legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that the Company shall not be liable for the payment of fines or penalties

## **EXCLUSIONS**

### **This Policy does not apply to:**

- (A) Any liability directly or indirectly arising out of Personal Injury to any employee of the Insured arising out of or in the course of employment in the Insured's business.
- (B) (i) Damage to property owned, leased or hired by or under hire purchase or loaned to the Insured or otherwise in the Insured's care, custody or control, but this exclusion does not apply to:
  - (a) Premises (including the contents thereof) and other property temporarily occupied by the Insured for the purpose of the sport named in the schedule;
  - (b) Employee's and visitor's clothing and personal effects for an amount not exceeding £10,000. In respect of any such occurrence the Insured shall bear the first £100 of each and every claim;
  - (c) Premises occupied under a lease by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement. In respect of any payment for Property Damage caused by fire or explosion the Insured shall bear the first £100 of each and every claim.
- (ii) Malicious damage caused by any Insured or others for whom the Insured is responsible.

## **EXCLUSIONS cont.**

- (C) Damage to or the cost of repair, reconditioning, replacement, removal or recalling of any Product or component part.
- (D) Liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the Insured of:
  - (i) any aircraft or hovercraft, or
  - (ii) any property or structure used as a landing area for aircraft provided such liability arises out of such use as a landing area, or
  - (iii) any watercraft or vessel exceeding 8 metres in length; but this section (iii) shall not apply with respect to operations by independent contractors.
- (E) Liability arising out of the ownership, maintenance, operation or use by or on behalf of the Insured of any Vehicle.
- (F) Any liability of any Insured directly or indirectly arising out of:
  - (i) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any Insured;
  - (ii) sexual assault, sexual harassment or rape;
- (G) Liability directly or indirectly caused by riots and/or strikes or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nuclear fission, nuclear fusion or radioactive contamination. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
- (H) Liability assumed under a contract or agreement unless the Insured would have been liable in the absence of such contract or agreement.
- (I) Any liability arising out of the rendering or failure to render professional advice or service by the Insured or any error or omission connected therewith provided that this exclusion does not apply to the rendering of first aid or medical services on the Insured's premises by Medical Persons employed by the Insured.
- (J) Personal Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this Policy.
- (K)
  - (i) Any liabilities arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of the Insured except an alteration or addition not exceeding in cost the sum of £25,000 and/or
  - (ii) demolition of a building or structure exceeding 10 meters in height.
- (L) Any liabilities arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land, buildings or any other property.
- (M) Any liabilities arising directly or indirectly from explosion or collapse of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation thereunder.
- (N) Any Personal Injury caused and/or contributed by any Insured and/or to any participant caused and/or contributed by any participant in a match and/or a practice in regards to Category 4 Sports unless specified in the schedule.
- (O) Any claims brought against the Insured in any country or jurisdiction outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

## **EXCLUSIONS cont.**

- (P) Any liability directly or indirectly arising from Fungus, Mildew and Mould. Such exclusion shall include but not be limited to:
- (i) Personal Injury, Property Damage or medical payments or any advertising injury arising out of, resulting from, caused by, contributed to or in any way related to the existence, inhalation or exposure to any fungus/fungi and/or Spore(s);
  - (ii) 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
  - (iii) Any obligation to share with or repay any person, organisation or entity related in any way to items (i) and (ii) above regardless of any other cause, event, material, product and or building component that contributed concurrently or in any sequence to the Personal Injury or Property Damage.

(Q) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed by asbestos in whatever form or quantity.

(R) Notwithstanding any provision to the contrary within the policy or any endorsement thereto it is agreed that the policy excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

(S) Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.

(T) Any liability arising anywhere in the world in relation to, caused by, or contributed to, directly or indirectly, or howsoever arising from:

- (i) total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment,
- (ii) error in creating, amending, entering, directing, deleting or using Computer Equipment, or
- (iii) total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

Computer Equipment shall mean and include data or part of data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing Computer Equipment.

(U) Personal Injury arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C or Cancer in any form, howsoever these illnesses may have been acquired or may be named.

(V) Any form of performance, surety, credit or financial guarantee.

(W) Any award for liquidated, punitive, aggravated or exemplary damages including all fines and penalties.

(X) Claims caused by or arising out of arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.

(Y) Economic or pecuniary loss where no Personal Injury or damage to tangible property occurs.

## CONDITIONS

1. The Insured shall as a condition precedent to all rights to indemnity under this Policy give to the Company as soon as possible notice in writing of:
  - (a) every Occurrence claim writ summons proceedings impending prosecution inquest and all information in relation thereto in respect of which there may arise liability covered by the Policy.
  - (b) every change materially varying any of the facts or circumstances existing at the commencement of this insurance that shall come to the knowledge of any officer of the Insured.
2. No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may reasonably require.
3. The Company may at any time pay the Insured the Indemnity Limit applicable to an Occurrence or 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. Thereafter the Company may relinquish the conduct and control of any such claims and be under no further liability in connection with them except in respect of Insuring Agreement 2. If the amount ultimately required to settle the claim exceeds the Indemnity Limit then provided that the balance including defence costs is insured under an excess policy the Company shall only pay under Insuring Agreement 2 such proportion of legal defence costs as the Indemnity Limit bears to the total settlement amount.
4. In the event of an Occurrence, the Insured shall immediately take at its own expense all reasonable steps, including recall of any of the Insured's Products, to prevent other Personal Injury or Property Damage from arising out of the same or similar conditions. Such expense shall not be recoverable under this Policy.
5. The Company shall be permitted but not obliged to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe. The Company may examine and audit the Insured's books and records at any time during the Policy Period and extensions thereof within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.
6. This Policy may be cancelled
  - (i) by the Company sending thirty days notice by recorded delivery letter to the last known address of the Insured who shall be entitled to a pro rata return of premium
  - (ii) by the Insured who shall be entitled to a return of premium after deduction of premium at the Company's short period rates for the period the Policy has been in force
  - (iii) where the Policy is issued or renewed on the basis of monthly premiums by the Company sending seven days notice by letter to the last known address of the Insured in the event of non-payment of any monthly premium on its due date
7. The inclusion of more than one person or organisation as Insured under this Policy shall not in any way preclude the right of any one Insured person or organisation to claim against another. This provision however shall not under any circumstances operate to increase or aggregate the Indemnity Limits stated in the schedule.
8.
  - (i) The Insured has a duty to disclose to the Company before this policy is entered into every matter known being a matter that:
    - (a) is known by the Insured to be a matter relevant to the Company's decision whether to accept any or all of the risks provided for in this policy and if so on what terms;
    - (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.
  - (ii) The Company may avoid this policy in the event of any fraudulent failure by the Insured to comply with the duty of disclosure, or any fraudulent misrepresentation.

## **CONDITIONS cont.**

8. (iii) If the Insured fails to comply with the duty of disclosure or makes a misrepresentation to the Company before this policy was entered into and if the Company is not thereby entitled to avoid the contract the Company's liability in respect of any claim shall be reduced to the amount which would place the Company in the position in which it would have been if this failure had not occurred or the misrepresentation had not been made.
- (iv) If the Insured makes any claim fraudulently the Company may refuse indemnity in respect of it.
9. Notwithstanding Exclusion E and provided the Insured is not more specifically insured under any other policy the Company will indemnify the Insured in the terms of this Policy in respect of Personal Injury or Property Damage
  - (i) caused by any motor vehicle owned by or in the possession of or being used by or on behalf of the Insured which is
    - (a) not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation
    - (b) designed or adapted primarily for use as a tool but this indemnity shall 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
10. Notwithstanding Exclusion E the Company will indemnify the Insured and no other person in the terms of this Policy in respect of Personal Injury or Property Damage arising out of the use of any motor vehicle not the property of or provided by the Insured and being used in the course of The Business

The Company shall not be liable in respect of

  - (a) Damage to any such vehicle
  - (b) Personal Injury or Property Damage arising while such vehicle is being driven by the Insured

Provided that the Company shall not be liable if the Insured is entitled to indemnity under any other insurance
11. Any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English Law and the Insured will submit any dispute or difference to the exclusive jurisdiction of the English courts.

# **PROFESSIONAL INDEMNITY**

This section of the policy is a “claims made” wording

## **1. OPERATIVE CLAUSE**

In consideration of the payment of the premium by the Insured the Company will indemnify the Insured against any claim or claims (including all legal costs and expenses which the Insured shall become liable to the claimant) up to but not exceeding in the aggregate for all claims under this policy, the Total Sum Insured specified in the schedule arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of the Insured’s legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with the sport, provided that the claim or claims are:

- (i) made against the Insured during the period of insurance specified in the schedule and,
- (ii) notified as soon as possible in writing to the Company by the Insured during the period of insurance,
- (iii) arising out of any act, error or omission which occurred subsequent to the retroactive date specified in the schedule.
- (iv) arising out of any acts, errors or omissions occurring in the Territorial Limits.

## **2. DEFINITIONS**

- 2.1 “CLAIM” means
  - (i) any claim made against the Insured;
  - (ii) the receipt of written notice from any person of an intention to make a claim against the Insured; irrespective of whether the quantum is likely to be within or above the amount of the excess specified in the schedule.
- 2.2 “CLAIMS MADE” means claims made during the actual policy period unless renewal terms have been negotiated and agreed in advance.
- 2.3 “EXCESS” means the first amount of any claim payable by the Insured.
- 2.4 “INSURED” means a qualified person appointed by the club, league or association to act as a coach/official but only whilst acting in the scope of their duties in such capacity.
- 2.5 “KNOWN CIRCUMSTANCES” means any circumstance or circumstances of which the Insured had become aware prior to the policy inception and which the Insured or a reasonable person of the Insured’s profession would at any time prior to the policy inception have considered may give rise to a claim or claims against the Insured, as specified in the schedule.
- 2.6 “QUALIFIED” shall mean that person has appropriate qualifications or registration or accreditation or authorisation from The Insured body.
- 2.7 “RETROACTIVE DATE” means the date specified in the schedule.
- 2.8 “TERRITORIAL LIMITS” means
  - (a) Great Britain Northern Ireland the Isle of Man or the Channel Islands
  - (b) elsewhere in the world excluding the United States of America and Canada in respect of
    - (i) any act, errors or omissions occurring within the territories specified in 2.9a above
    - (ii) the acts, errors or omissions of persons normally resident in the territories specified in 2.9a above but temporarily engaged in The Business outside such territories
- 2.9 “THE SPORT” means that of the club, league or association specified in the schedule and includes all official activities connected with the sport.

### 3. **EXTENSIONS**

The Company will indemnify the Insured against any claim or claims arising in respect of:

- a) libel, slander, defamation

up to but not exceeding the limit of indemnity specified in the schedule.

### 4. **LIMIT OF LIABILITY**

The liability of the Company under this policy in respect of any one claim or aggregate for all claims in any one period of insurance shall not exceed the limit of liability specified in the schedule.

### 5. **LEGAL COSTS**

The Company will pay all costs, fees and expenses incurred with the prior consent of the Company by the Insured in the defence of settlement of a claim or claims made against the Insured but not exceeding in total the limit of indemnity referred to in the schedule.

### 6. **EXCLUSIONS**

1. This policy does not indemnify the Insured against any claim or claims:

- (a) (i) made or threatened or in any way intimated prior to the inception date of the policy.
- (ii) arising from any circumstance or circumstances of which the Insured had become aware prior to the policy inception and which a reasonable person of the Insured's profession would at any time prior to policy inception have considered may give rise to a claim or claims against the Insured in respect of a liability covered under this policy.
- (b) brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Insured or of any person at any time employed by the Insured.
- (c) arising from the conduct of any business not conducted for the benefit of or on behalf of the Insured named in the schedule.
- (d) in respect of the ownership, maintenance, operation or use of any aircraft, boats, automobiles or vehicles of any kind by or in the interest of the Insured.
- (e) as a result of the insolvency, bankruptcy or liquidation as the case may be of the Insured.
- (f) arising from the sale or supply of goods by or on behalf of the Insured.
- (g) brought against an Insured arising directly or indirectly out of physical assault, interference as a consequence thereof.
- (h) brought against the Insured arising directly or indirectly from the use of non medically prescribed drugs.
- (i) arising directly or indirectly from any injury (including emotional distress or mental trauma) loss or damage which is actually or allegedly caused by contributed to by or in any way related to the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents.
- (j) liability directly or indirectly caused by riots and/or strikes or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nuclear fission, nuclear fusion or radioactive contamination. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
- (k) brought against the Insured in any country or jurisdiction outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- (l) Notwithstanding any provision to the contrary within the policy or any endorsement thereto it is agreed that the policy excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

## 6. EXCLUSIONS continued

For the purpose of this exclusion, Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

2. This policy does not indemnify the Insured against any liability to pay liquidated, punitive, exemplary or aggravated damages.
3. This policy does not indemnify the Insured against any liability to pay any fines and/or penalties imposed by law.
4. This policy does not indemnify the Insured against any liability to pay any trading debts.
5. This policy does not indemnify the Insured against any liability of the Insured or any principal of the Insured arising solely from the duties of the Insured or such principals as a director or legal officer of any company.
6. This policy does not indemnify the Insured against any liability caused by or arising out of the discharge, dispersal, release or escape of Pollutants whatsoever. For the purpose of this exclusion, Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste – waste includes material to be recycled, reconditioned or reclaimed.
7. This policy excludes Claims arising out of, relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or willful breach of duty of any kind.

## GENERAL CONDITIONS

### **Procedure for defence and settlement of claims**

1. No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may reasonably require.

### **Claims co-operation**

2. The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss hereunder, and shall immediately give all such information and assistance to the Company as it may reasonably require to enable it to investigate and to defend the claim and/or to enable the Company to determine its liability under this policy.

The Company may, on the receipt by them of the notice from the Insured of any request, for indemnity under this policy, take whatever action that they consider appropriate to protect the Insured's position in respect of the claim against the Insured, and such action by the Company shall not be regarded as in any way prejudicing its position under the policy and no admission of the Insured's entitlement to indemnity under the policy shall be implied.

Solicitors retained by the Company to act on behalf of the Insured in relation to any claim against the Insured shall at all times be at liberty to disclose to the Company any information obtained in the course of so acting and whether from the Insured or howsoever, and the Insured hereby waives all claim to legal professional privilege which it might otherwise have between itself and the Company in respect of such information.

### **Loss or suspension of registration**

3. The Insured shall give immediate notice in writing to the Company should the statutory registration of an Insured person or the club be cancelled, suspended or terminated.

### **Excess**

4. In respect of each and every claim against the Insured the amount of the excess specified in the schedule shall be borne by the Insured at their own risk and uninsured. The Company shall only be liable to indemnify the Insured for the amount beyond the level of the said excess up to the amount of the sum insured:

Nevertheless the indemnity for costs and expenses incurred with the written consent of the Company in the defence or settlement of claims shall be subject to the said excess.

For the purpose of this condition the term "claim" shall 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.

## **GENERAL CONDITIONS continued**

- Queen's Counsel** 5. The Company shall not require the Insured to contest any legal proceedings in respect of any claim against the Insured, nor shall the Insured require the Company to contest, on its behalf, any legal proceedings in respect of any such claim unless a Queen's Counsel (to be mutually agreed upon by the Insured and the Company) shall advise that such proceedings should be contested. In formulating his advice Counsel shall take into consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely costs of defence and the prospects of the Insured successfully defending the action. The cost of such Queen's Counsel opinion shall, for the purposes of this policy, be regarded as part of the costs of defence.
- In the event that Counsel advises that, having regard to all the circumstances the matter should not be contested but should be settled, providing settlement can be achieved within certain limits which in Counsel's opinion are reasonable, then the Insured shall not object to any such settlement and shall immediately tender to the Company the excess (or excesses if more than one claim) specified in the schedule.
- Fraudulent claim** 6. If the Insured or any of them shall make any application for indemnity under this policy, knowing that such application for indemnity is false or fraudulent, the Insured's right to indemnity in respect of such claim shall be void.
- Subrogation** 7. The Company shall not exercise any subrogation rights of recovery against any employee or former employee of The Insured unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee or former employee.
- UK Jurisdiction** 8. Any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English Law and the Insured will submit any dispute or difference to the exclusive jurisdiction of the English courts.

## **Complaints Procedure**

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint you should, in the first instance, contact the Intermediary who arranged this insurance for you.

Should the matter not be resolved to your satisfaction please write to the Managing Director of Sportscover Europe Limited – 3 Minster Court, Mincing Lane, London, EC3R 7DD.

If your complaint is not dealt with to your satisfaction you can contact the Complaints Department at Lloyd's. Their address is:

Complaints Department  
Lloyd's  
One Lime Street  
EC3M 7HA

Tel: 020 7327 5693  
Fax: 020 7327 5225  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

**SPORTSCOVER EUROPE LIMITED** Registered in England & Wales No. 3726678

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