



SPORTSCOVER

in association with

insure  **sport**

on behalf of



ANGLING
TRUST

Combined Liability Insurance

policy wording for riparian
& commercial fisheries

sportscover.com

The Company's Head Office and registered address is:
Sportscover Europe Limited
PO Box HQ 420, St Helen's, 1 Undershaft, London EC3P 3DQ
Registered in England No. 3726678
Authorised and regulated by the Financial Conduct Authority
Registration Number 308372

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

If the 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.



Authorised Signatory
Sportscover Europe Limited

About Sportscover

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

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

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

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

Policy Cover

This policy consists of the following sections:

- (1) Sports Liability (Public & Products Liability, Professional Indemnity);
- (2) Employers Liability.

SPORTS LIABILITY INSURANCE

This section of the [Policy](#) consists of two sections, Public & Products Liability and Professional Indemnity.

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 [Public Liability](#) and [Products Liability](#) 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 Liability](#) 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](#).

PUBLIC & PRODUCTS LIABILITY

General Definitions

- 1.1. **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.
- 1.2. **Aircraft** means any vessel, craft, Vehicle, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes.
- 1.3. **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.
- 1.4. **Coach(es)/Referee(s)** means a **Member** of the club, association, league or entity who is accredited and qualified in accordance with the requirements of **The Sport** or activity nominated in **The Schedule** and/or a person with a minimum of coaching or refereeing experience in the nominated sport or activity, indicated in **The Schedule**.
- 1.5. **Claims Made** means **Claims** made during the actual **Policy Period of Insurance** unless renewal terms have been negotiated and agreed in advance.
- 1.6. **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.
- 1.7. **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**.
- 1.8. **Insured** means:
 - 1.8.1. Club, association, league or entity named in **The Schedule**;
 - 1.8.2. Any director, executive officer, committee member, office-holder, employee, **Coach** or referee of the club, association, league or entity but only whilst acting within the scope of their duties in such capacity;
 - 1.8.3. Any registered **Member** of the club, association, league or entity or voluntary worker but only whilst acting in connection with club, association, league or entity activities and whilst conforming to the rules and by-laws. 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;
 - 1.8.4. 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.
- 1.9. **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.
- 1.10. **Medical Persons** means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.
- 1.11. **Member** means any **Member**, temporary player or other person actively engaged in and appropriately registered for the purpose of playing **The Sport** or activity named in **The Schedule**.
- 1.12. **Occurrence** means an event, including continuous, repeated exposure to substantially the same general condition, which results in **Personal Injury** or **Property Damage** neither expected nor intended from the stand point of the **Insured**.
- 1.13. **Period of Insurance** shall mean the **Period of Insurance** stated in **The Schedule** hereto.
- 1.14. **Personal Injury** means death, bodily injury, illness or disease of or to any person.
- 1.15. **Policy** shall mean:
 - 1.15.1. all the terms, conditions, definitions, exclusions and limitations contained herein; and
 - 1.15.2. **The Schedule** hereto; and

- 1.15.3. any endorsements attaching to and forming part of this **Policy**, either at inception or during the Indemnity Period.
- 1.16. **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** or activity noted in **The Schedule**.
- 1.17. **Products Liability** 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.
- 1.18. **Property Damage** means accidental loss of or damage to property and includes loss of use of property.
- 1.19. **Public Liability** means any liability of the **Insured** indemnifiable under Insuring Agreement (1) other than **Products Liability**.
- 1.20. **Territorial Limits** means anywhere in the world excluding the United States of America or its Territories or Protectorates. However this exclusion shall not apply to temporary visits of not more than 90 days of non residents of the United States of America.
- 1.21. **The Business** of the **Insured** is that of a sporting club and/or member of the sporting association, league or entity designated in **The Schedule**. The said 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.
- 1.22. **The Schedule** sets out the specific terms applicable to the cover and should be read together with these **Policy** Terms and Conditions. In addition to the **Policy** a Schedule will be provided.
- 1.23. **The Sport** means being physically engaged in the Sport(s) specified in **The Schedule** and includes all official activities connected therewith.
- 1.24. **Vehicle(s)** 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.
- 1.25. **War** shall mean 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.
- 1.26. **Watercraft** means any vessel, craft, **Vehicle** or appliance made or intended to float on or in or travel on or through or under water.
- 1.27. **We/Us/Our/The Company** means Sportscover Europe Limited as underwriting agent.

Extensions

2.1. 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.

2.2. 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.

2.3. 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:

- 3.1. 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.
- 3.2. 3.2.1. 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.
- 3.2.2. Malicious damage caused by any Insured or others for whom the Insured is responsible.
- 3.3. Damage to or the cost of repair, reconditioning, replacement, removal or recalling of any Product or component part.
- 3.4. Liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the Insured of:
 - 3.4.1. any Aircraft or hovercraft, or
 - 3.4.2. any property or structure used as a Landing Area for Aircraft provided such liability arises out of such use as a Landing Area, or
 - 3.4.3. any Watercraft or vessel exceeding 8 metres in length; but this section (3.4.3) shall not apply with respect to operations by independent contractors.
- 3.5. Liability arising out of the ownership, maintenance, operation or use by or on behalf of the Insured of any Vehicle.
- 3.6. Any liability of any Insured directly or indirectly arising out of:
 - 3.6.1. assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any Insured;
 - 3.6.2. sexual assault, sexual harassment or rape.
- 3.7. 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.
- 3.8. Liability assumed under a contract or agreement unless the Insured would have been liable in the absence of such contract or agreement.
- 3.9. 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.
- 3.10. 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.

- 3.11. 3.11.1. 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
- 3.11.2. demolition of a building or structure exceeding 10 metres in height.
- 3.12. 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.
- 3.13. 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.
- 3.14. Any **Personal Injury** caused, or contributed to, by any participant to any other participant whilst participating in a match or a practice of any **Category 4 Sports** unless specified in **The Schedule**.
- 3.15. Any claims brought against the **Insured** under the jurisdiction of the United States of America.
- 3.16. Any liability directly or indirectly arising from **Fungus**, **Mildew** and Mould. Such exclusion shall include but not be limited to:
- 3.16.1. **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);
- 3.16.2. 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
- 3.16.3. 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**.
- 3.17. 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.
- 3.18. Any liability arising from an **Act of Terrorism**. 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**.
- 3.19. Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.
- 3.20. Any liability arising anywhere in the world in relation to, caused by, or contributed to, directly or indirectly, or howsoever arising from:
- 3.20.1. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment;
- 3.20.2. error in creating, amending, entering, directing, deleting or using Computer Equipment; or
- 3.20.3. 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.
- 3.21. **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.
- 3.22. Any form of performance, surety, credit or financial guarantee.
- 3.23. Any award for liquidated, punitive, aggravated or exemplary damages including all fines and penalties.
- 3.24. 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.
- 3.25. Economic or pecuniary loss where no **Personal Injury** or damage to tangible property occurs.
- 3.26. Any Liability directly or indirectly based upon, arising out of, or attributable to:
- 3.26.1. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
- 3.26.2. the presence of artificial sun tanning equipment on the **Insured's** property.

Conditions

- 4.1. 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:
 - 4.1.1. 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**.
 - 4.1.2. 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**.
- 4.2. 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.
- 4.3. **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.
- 4.4. 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**.
- 4.5. **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.
- 4.6. 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**.
- 4.7.
 - 4.7.1. 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.
 - 4.7.2. **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.
 - 4.7.3. 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.
 - 4.7.4. If the **Insured** makes any claim fraudulently **The Company** may refuse indemnity in respect of it.
- 4.8. Notwithstanding Exclusion 3.5. 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**.
 - 4.8.1. 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.
 - 4.8.2. arising during the act of loading or unloading a motor **Vehicle** or the bringing to or taking away of a load from such **Vehicle**.

- 4.9. Notwithstanding Exclusion 3.5. **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:

4.9.1. Damage to any such **Vehicle**;

4.9.2. **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.

- 4.10. Any dispute or difference concerning liability under or interpretation of this **Policy** will be governed by and construed in accordance with the Law of England and Wales and the **Insured** will submit any dispute or difference to the exclusive jurisdiction of the courts of England and Wales.

PROFESSIONAL INDEMNITY

This section is **Claims Made**. It only covers Claims made against the **Insured** and notified to **Us** during the period of insurance. However, provided the **Insured** gives **Us** notice in writing of any facts that might give rise to a Claim against the **Insured**, as soon as was reasonably practicable after the **Insured** became aware of those facts and before the expiry date of this insurance, then this insurance will respond, notwithstanding the fact that no Claim has actually been made against the **Insured** prior to the expiry date.

Operative Clause

- 5.1. 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 (Limit of Indemnity) 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:
 - 5.1.1. made against the **Insured** during the **Period of Insurance** specified in **The Schedule** and,
 - 5.1.2. notified as soon as possible in writing to **The Company** by the **Insured** during the period of insurance,
 - 5.1.3. arising out of any act, error or omission which occurred subsequent to the retroactive date specified in the **Schedule**.
 - 5.1.4. arising out of any acts, errors or omissions occurring in the **Territorial Limits**.

Definitions

- 6.1. **Claim** means
 - 6.1.1. any **Claim** made against the **Insured**;
 - 6.1.2. 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**.
- 6.2. **Claims Made** means **Claims** made during the actual **Policy Period of Insurance** unless renewal terms have been negotiated and agreed in advance.
- 6.3. **Excess** means the first amount of any **Claim** payable by the **Insured**.
- 6.4. **Insured** means a qualified person appointed by the club, league or association noted in **The Schedule** to act as a **Coach/official** but only whilst acting in the scope of their duties in such capacity.
- 6.5. **Known Circumstance** 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**.
- 6.6. **Period of Insurance** shall mean the **Period of Insurance** stated in **The Schedule** hereto.
- 6.7. **Policy** shall mean:
 - 6.7.1. all the terms, conditions, definitions, exclusions and limitations contained herein; and
 - 6.7.2. **The Schedule** hereto; and
 - 6.7.3. any endorsements attaching to and forming part of this **Policy**, either at inception or during the **Indemnity Period**.
- 6.8. **Qualified** shall mean that person has appropriate qualifications or registration or accreditation or authorisation from the **Insured** body.
- 6.9. **Retroactive Date** means the date specified in **The Schedule**.
- 6.10. **Territorial Limits** means anywhere in the world excluding the United States of America or its Territories or Protectorates. However this exclusion shall not apply to temporary visits of not more than 90 days of non residents of the United States of America.
- 6.11. **The Schedule** sets out the specific terms applicable to the cover and should be read together with these **Policy** terms and conditions. In addition to the **Policy** a schedule will be provided.

- 6.12. **The Sport** means that of the club, league or association specified in [The Schedule](#) and includes all official activities connected therewith.
- 6.13. **We/Us/Our/The Company** means Sportscover Europe Limited as underwriting agent.

Extension

- 7.1. [The Company](#) will indemnify the [Insured](#) against any [Claim](#) or [Claims](#) arising in respect of libel, slander, defamation up to but not exceeding the Limit of Indemnity specified in [The Schedule](#).

Limit Of Indemnity

- 8.1. 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 Indemnity specified in [The Schedule](#).

Legal Costs

- 9.1. [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](#).

Exclusions

- 10.1. This [Policy](#) does not indemnify the [Insured](#) against any [Claim](#) or [Claims](#):
- 10.1.1. (a) made or threatened or in any way intimated prior to the inception date of the [Policy](#).
 - 10.1.1. (b) arising from any [Known Circumstance](#).
 - 10.1.2. 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](#).
 - 10.1.3. arising from the conduct of any business not conducted for the benefit of or on behalf of the [Insured](#) named in [The Schedule](#).
 - 10.1.4. 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](#).
 - 10.1.5. as a result of the insolvency, bankruptcy or liquidation as the case may be of the [Insured](#).
 - 10.1.6. arising from the sale or supply of goods by or on behalf of the [Insured](#).
 - 10.1.7. brought against an [Insured](#) arising directly or indirectly out of physical assault or interference as a consequence thereof.
 - 10.1.8. brought against the [Insured](#) arising directly or indirectly from the use of non medically prescribed drugs.
 - 10.1.9. 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.
 - 10.1.10. 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.
 - 10.1.11. brought against the [Insured](#) under the jurisdiction of the United States of America.
 - 10.1.12. arising from an [Act of Terrorism](#)

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](#).
- 10.2. This [Policy](#) does not indemnify the [Insured](#) against any liability to pay liquidated, punitive, exemplary or aggravated damages.
- 10.3. This [Policy](#) does not indemnify the [Insured](#) against any liability to pay any fines and/or penalties imposed by law.

- 10.4. This Policy does not indemnify the Insured against any liability to pay any trading debts.
- 10.5. 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.
- 10.6. 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, vapour, soot, fumes, acids, alkalis, chemicals and waste – waste includes material to be recycled, reconditioned or reclaimed.
- 10.7. 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 wilful breach of duty of any kind.

General Conditions

Applicable to both sections of this Policy wording.

11.1. Procedure for defence and settlement of claims

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.

11.2. Claims co-operation

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.

11.3. Loss or suspension of registration

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.

11.4. Excess

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.

11.5. Queen's Counsel

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.

11.6. **Fraudulent claim**

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.

11.7. **Subrogation**

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.

11.8. **Jurisdiction**

Any dispute or difference concerning liability under or interpretation of this **Policy** will be governed by and construed in accordance with the Law of England and Wales and the **Insured** will submit any dispute or difference to the exclusive jurisdiction of the courts of England and Wales.

EMPLOYERS LIABILITY POLICY

This Policy is a contract between You and Us and is based upon the information You have given on Your proposal and any other information You have supplied.

We have agreed to insure You under the conditions and exclusions in this Policy and any endorsements.

We will indemnify You for any liability that arises during the Period of insurance for which You have paid or agreed to pay the premium.

Important

This Policy is a legal contract and it is important that You read it carefully to ensure that it meets with Your requirements. If it does not or if Your insurance requirements change please let Your insurance adviser know immediately.

We would remind You that You must tell Us immediately of any facts or changes which might affect Our assessment or acceptance of this insurance. If You do not disclose all relevant facts You may invalidate Your Policy or Your Policy may not operate fully.

Definitions

The following words will have the same meaning wherever they appear in this Policy unless otherwise stated.

- 1.1. **Bodily Injury** means Death, injury, illness, disease or nervous shock.
- 1.2. **Business** means the Business carried on in the United Kingdom including the following activities:
 - 1.2.1. ownership use repair maintenance and decoration of premises occupied by You;
 - 1.2.2. repair or maintenance of vehicles or plant owned or used by You;
 - 1.2.3. the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any Employee and first aid, fire, security and ambulance services;
 - 1.2.4. participation in exhibitions held in member countries of the European Union in connection with the Business specified in the schedule; and
 - 1.2.5. private work undertaken for You by any Employee or for any director or Employee with Your prior consent.
- 1.3. **Costs and Expenses** means:
 - 1.3.1. Claimants Costs and Expenses arising in respect of any claim against You which may be the subject of indemnity under this Policy;
 - 1.3.2. All cost and expenses incurred by You with Our written consent in respect of any claim against You which may be the subject of indemnity under this Policy.
- 1.4. **Employee(s)** means any person(s) who is:
 - 1.4.1. employed under a contract of service or apprenticeship with You;
 - 1.4.2. a labour master or person supplied by him;
 - 1.4.3. employed by labour only sub-contractors;
 - 1.4.4. self-employed and working for You and under Your control;
 - 1.4.5. hired to or borrowed by You;
 - 1.4.6. supplied to You for the purpose of study work or training experience;
 - 1.4.7. a prospective Employee who is undergoing practical work experience whilst being assessed by You as to his or her suitability for employment;
 - 1.4.8. a voluntary helper while working under Your supervision and control and in connection with the Business;
 - 1.4.9. 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.
- 1.5. **Offshore** means from the time of embarkation by an Employee onto a conveyance at the point of final departure to an Offshore rig or Offshore platform until disembarkation by that Employee from a conveyance on to land upon return from an Offshore rig or Offshore platform.

- 1.6. **Period of insurance** means the period from the effective date shown in the schedule until midnight on the expiry date shown in the schedule. This includes any subsequent period for which **We** may accept payment for renewal of this **Policy**.
- 1.7. **Policy** means:
- 1.7.1. All terms, provisions, exclusions, conditions and limits of indemnity set out in this document;
 - 1.7.2. The schedule, notices and other documents attaching from time to time; and
 - 1.7.3. All endorsements incorporated and issued for incorporation in this document all of which shall be read together and constitute the contract of insurance.
- 1.8. **Products** means any tangible **Products** or goods (including containers, labelling, instructions or advice provided in connection therewith) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of the Business.
- 1.9. **Property** means **Property** which is both material and tangible.
- 1.10. **United Kingdom** means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- 1.11. **We/Us/Our** means the underwriters for Amlin Insurance Services Limited (registered in England No 2739220) being a service company 100% owned by Amlin Underwriting Limited (registered in England No 2323018) and empowered to act on behalf of Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited. The registered office of Amlin Insurance Services Limited and Amlin Underwriting Limited is St Helen's, 1 Undershaft, London EC3A 8ND.
- 1.12. **You/Your** means:
- 1.12.1. The insured named in the schedule;
 - 1.12.2. Any associated or subsidiary company of the insured provided it has been notified to **Us**;
 - 1.12.3. At **Your** request:
 - (a) 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**;
 - (b) any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such;
 - (c) any of **Your** directors, partners or senior officials in respect of private work carried out by any **Employee** for them with **Your** consent;
 - (d) 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;
 - (e) **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 a) to c) above that party shall be subject to the terms of this **Policy** so far as they can apply and in any event **Our** liability shall not exceed the limit of indemnity.

Operative Clause

- 2.1. Subject to the exclusions, conditions and definitions of this **Policy**, **We** will indemnify **You** under this **Policy** against:
- 2.1.1. all sums which **You** shall become legally liable to pay as damages; and
 - 2.1.2. 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 **You** in the **Business** and which is caused:
- (a) within the United Kingdom;
 - (b) elsewhere in the world in respect of temporary non-manual visits by any **Employee** provided that such **Employee** is normally resident in the United Kingdom.

Limit Of Indemnity

- 3.1. The amount specified in the schedule.
- Our** liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity.

The limit of indemnity shall be the maximum amount payable including Costs and Expenses.

- 3.2. Notwithstanding anything contained in 1. above, **Our** liability under this **Policy** for damages and **Costs and Expenses** payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of terrorism shall not exceed £5,000,000.
- 3.3. Notwithstanding anything contained in paragraph 1 above, **Our** liability under this **Policy** for damages and **Costs and Expenses** payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos shall not exceed £5,000,000.

Employers' Liability Compulsory Insurance

- 4.1. The indemnity granted by this **Policy** is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of liability to **Employees**.

If however **We** pay any sum which would not have been paid but for the provisions of such law then **You** shall repay such sum to **Us**.

Extension

5.1. Unsatisfied court judgements

In the event that:

- 5.1.1. a judgement 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
- 5.1.2. it remains unsatisfied in whole or in part six months after the date of such judgement.

We 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:

- (a) there is no appeal outstanding;
- (b) any payment made by **Us** shall only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this **Policy**;
- (c) any payment made by **Us** shall only be in respect of liability for which **You** would have been entitled to indemnity under this **Policy** if the judgement had been made against **You**; and
- (d) **We** shall be entitled to take over and prosecute for **Our** own benefit any claim against any other party and **You**, the **Employee** or their personal representatives shall give all information and assistance required.

Conditions

6.1. Asbestos

It is a condition precedent to **Our** liability that **You** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or **Products** containing asbestos.

6.2. Employers' Liability Tracing Office

By entering into this insurance **Policy** **You** will be deemed to specifically consent to the use of **Your** insurance **Policy** data in the following way and for the following purposes.

- 6.2.1. Certain information relating to **Your** insurance **Policy** including, without limitation:
 - (a) the **Policy** number(s);
 - (b) employers' names and addresses (including subsidiaries and any relevant changes of name);
 - (c) dates of cover;
 - (d) employers' reference numbers provided by Her Majesty's Revenue and Customs; and
 - (e) Companies House reference numbers (if relevant)

will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).

- 6.2.2. This information will be made available by Us to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
- 6.2.3. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants)
 - (a) to identify which insurer (or insurers) provided employers' liability cover during the claimants' relevant periods of employment; and
 - (b) to identify the relevant employers' liability insurance policies.
- 6.2.4. The database will be managed by ELTO.
- 6.2.5. The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

General Extensions

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

7.1. Contractual liability

Notwithstanding General Exclusion 8.7., We will indemnify You under this Policy against liability in respect of Bodily Injury as follows:

To the extent that any contract or agreement entered into by You with any principal so requires, We will indemnify You against liability assumed by You in respect of liability which arises out of the performance by You of such contract or agreement provided that:

- 7.1.1. the conduct and control of claims is vested in Us;
- 7.1.2. the indemnity granted shall apply only in respect of liability to any Employee;
- 7.1.3. nothing in this extension shall increase Our liability to pay any amount in excess of the limit of indemnity under this Policy.

For the purpose of this extension, "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.

7.2. Cross liabilities

If the policyholder named in the schedule comprises more than one party, We will treat each party as though a separate Policy had been issued to each of them.

However, nothing in this extension shall increase Our liability to pay any amount in excess of the limit of indemnity under this Policy.

7.3. Compensation for court attendance

In the event of any of Your directors, partners or Employees attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Policy, We will provide compensation at the following rates for each day on which attendance is required subject to a maximum aggregate limit in the Period of insurance of £5,000:

- 7.3.1. any director or partner £200 per day
- 7.3.2. any Employee £100 per day

7.4. Legal expenses including corporate manslaughter

In the event of:

- 7.4.1. 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 Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom; or
- 7.4.2. an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975.

We will provide indemnity against **Costs and Expenses** incurred in representing **You** in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the **Period of insurance** within the **United Kingdom** and in the course of the Business.

The following conditions apply:

- 7.4.3. Our total liability in respect of all **Costs and Expenses** shall not exceed £1,000,000 in the aggregate during any one **Period of insurance**;
- 7.4.4. We 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**;
- 7.4.5. We will only be liable for **Costs and Expenses** incurred in respect of legal representation appointed by **Us**;
- 7.4.6. If there is any other insurance or indemnity in force covering the same costs and expenses, **Our** liability shall be limited to a proportionate amount of the total **Costs and Expenses** but subject always to the limit of indemnity of £1,000,000;
- 7.4.7. This indemnity will not apply:
 - (a) in respect of fines or penalties of any kind;
 - (b) to proceedings consequent upon any **Bodily Injury** deliberately caused by **You**; or
 - (c) to persons other than **You** or any of **Your** directors, partners, proprietors or **Employees**.

General Exclusions

We will not indemnify **You** against liability:

- 8.1. for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
- 8.2. arising **Offshore**.
- 8.3. in respect of any judgement 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 judgement award or settlement either in whole or in part.
- 8.4. directly or indirectly caused by or contributed by or arising from:
 - 8.4.1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - 8.4.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof provided that in respect of claims arising out of injury which form the subject of indemnity under this **Policy** this exclusion shall only apply to liability:
 - (a) of any party to whom indemnity is granted by way of Extension 5.1. or their personal representative; or
 - (b) assumed by **You** by agreement which would not have attached in the absence of such agreement.
- 8.5. for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
- 8.6. which forms the subject of insurance by any other policy and this **Policy** shall not be drawn into contribution with such other insurance.
- 8.7. which is assumed by **You** under agreement unless such liability would have attached in the absence of such agreement.
- 8.8. directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 8.9. Arising out of failure of any computer system, whether or not **Your Property**, to be date or time compliant including failure of any correction attempted correction conversion renovation rewriting or replacement of any computer system relating to date or time compliance.

General Conditions

- 9.1. The due observance and fulfilment of the terms conditions and endorsements of this Policy insofar they relate to anything to be done or complied with by You shall be a condition precedent to Our liability to make any payment under this Policy.
- 9.2. Any written proposal and/or declaration made by You shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 9.3. Any phrase or word in this Policy and the schedule will be interpreted in accordance with the laws of England. The Policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or schedule shall bear such specific meaning wherever it may appear.
- 9.4. If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 9.5. The truth of statements, answers and information supplied in connection with this Policy shall be a condition precedent to Our liability to make any payment under this Policy.
- 9.6. You shall give notice to Us of any alteration or circumstance which materially affects the risks insured under this Policy and until We are advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and You have paid or agreed to pay the additional premium (if any) We shall not be liable in respect of any claim or claims due wholly or partially to such alteration or circumstance.
- 9.7. You shall give immediate notice in writing to Us of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as We may require. Every impending prosecution, inquest or fatal accident enquiry claim, writ, summons or process and all documents relating thereto shall be forwarded to Us immediately they are received.
- 9.8. You shall make no admission, offer, promise or payment without Our written consent and We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Your 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 You shall give all such information and assistance as We may reasonably require.
- 9.9. We may at any time pay to You in connection with any claim or series of claims under this Policy to which an indemnity applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, We shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of defence costs incurred prior to the date of such payment (unless the limit of indemnity is stated to be inclusive of defence costs).

However if We exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this Policy then We will also contribute Our proportion of subsequent defence costs incurred with Our consent.
- 9.10. If in respect of any claim under this Policy there is any other insurance or indemnity in Your favour in force relative to such claim, or there would be but for the existence of this Policy Our liability shall be limited to the amount in excess of that which is or would have been payable (but for the existence of this Policy) in respect of such claim but subject always to the limit of indemnity.
- 9.11. Where the premium is provisionally based on Your estimates You shall keep accurate records and within 90 days of the expiry of the Period of insurance declare such particulars as We require. The premium shall then be adjusted and any difference paid or allowed to You as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to Employees the required declaration shall also include remuneration to all persons defined as Employees by this Policy. Failure to declare such particulars to Us shall entitle Us to estimate if We so wish such particulars and to assess further premium payment due calculated on such estimated particulars.
- 9.12. There is a choice of law which can apply to this Policy but the pre-contractual offer by Us, subsequent acceptance by You and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.
- 9.13. The terms of this Policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

POLICY CONDITIONS

The following is applicable to all sections of this Policy.

1.1. Cancellation

The Company may cancel this Policy for any reason by giving written notice to the Insured at their last known address confirming that all cover will cease 30 days after the date of Our notice. We will return a rateable proportion of any Premium paid by the Insured in respect of any unexpired cover (if any).

The Insured may cancel this Policy within 14 days after the Inception Date by writing to The Company and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no Claim has been notified to Us. If the Insured does not do so, the Insured is deemed to have accepted this Policy and to have agreed to be bound by its terms and conditions. Thereafter, the Insured has the right to cancel this Policy at any time by giving The Company written notice at Our Registered Office. Cancellation will be effective upon receipt of the written notice by Us. If cancelled within six months of the Period of Insurance (from) date as detailed in The Schedule, The Company will return a rateable proportion less one calendar month of any Premium paid by the Insured in respect of any unexpired cover, provided that no Claim has been notified to Us. Thereafter no return premium will be payable. The Insured will be responsible for cancelling any Direct Debit Mandate (if applicable).

1.2. Claims Notification

If an event giving rise to a claim under this Policy occurs please provide details as soon as practically possible by contacting the Claims Department at:

Sportscover Europe Ltd,
PO Box HQ 420,
St Helen's, 1 Undershaft,
London EC3P 3DQ
United Kingdom

Telephone: +44 (0)20 7398 4080,
Fax: +44 (0)20 7398 4090
Email: europe.claims@sportscover.com

The Insured must pass every letter, claim, writ, summons, and process to Us immediately upon receipt.

1.3. Claims Notification

It is always Our intention to provide a first class standard of service. However, if the Insured has any cause for complaint, in the first instance, please contact the Intermediary who arranged this insurance.

Should the matter not be resolved to the Insured's satisfaction please write to the Chief Executive Officer of:

Sportscover Europe Ltd,
PO Box HQ 420,
St Helen's, 1 Undershaft,
London EC3P 3DQ
United Kingdom

If the complaint is not dealt with to the Insured's satisfaction the matter at anytime may be referred to:

Policyholder & Market Assistance,
Lloyd's,
One Lime Street,
London EC3M 7HA
United Kingdom

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.

1.4. Contracts (Rights Of Third Parties) Act 1999

Only the Insured and The Company can enforce, vary or rescind the terms of this insurance contract. The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply.

1.5. Data Protection Act 1998

It is understood by the policyholder that any information provided to Us regarding the policyholder will be processed by Us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

1.6. **Proper Law Of The Policy**

The Law of England and Wales allows the parties to choose the law applicable to this Policy. This Policy will be governed by and construed in accordance with the Law of England and Wales. We and the policyholder agree to submit to the exclusive jurisdiction of the courts of England and Wales.

1.7. **Sanction Limitation and Exclusion Clause**

The Company shall not provide cover nor shall we be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose The Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SCE SPW Combined Liability 01.14 (AT Riparian & Fisheries)

SPORTSCOVER EUROPE LIMITED Registered in England & Wales No. 3726678

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