



Sports Liability Insurance

policy wording



**The National Game
Insurance Scheme**

A LLOYD'S INSURANCE EFFECTED THROUGH SPORTSCOVER EUROPE LIMITED

This is to Certify that in accordance with the authorisation granted under the Contract (the numbers of which are B0573K002872011 & B0573K2862011) 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.

B GENERAL LIABILITY

In consideration of the payment of the premium by the clubs and leagues affiliated to the County Football Association for insurance provided by the "National Game Insurance Scheme" the Underwriter nominated in the Schedule (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:

B 1 Insuring Agreements

- 1.1 Indemnify the Insured for claims made against the Insured up to but not exceeding the respective Indemnity Limits for General Liability, 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 Hazard during any one period of insurance will not exceed the limit of indemnity.
- 1.2 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 1.1 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.
- 1.3 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 1.2 above.

Indemnity or reimbursement provided in Insuring Agreements 1.2 and 1.3 shall be payable in addition to the applicable Indemnity Limits stated in the schedule.

B 2 Definitions

- 2.1 **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.
- 2.2 **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.

- 2.3 **Coach(es)/Officials** shall mean a person appointed by the Insured who who is accredited and qualified in accordance with the requirements of the County Football Association, including stand in officials defined as any person who acts as a substitute in such capacity whilst officiating a Football match
- 2.4 **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.
- 2.5 **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.
- 2.6 **General Liability** means any liability of the Insured indemnifiable under Insuring Agreement 1.1 other than Products Liability.
- 2.7 **Insured** means:
- 2.7.1 The County Football Association and/or current affiliated Leagues and Clubs operating at no higher than Step 5 of the National League System who have applied and been accepted for insurance provided by the "National Game Insurance Scheme"
- 2.7.2 Any Director, Executive Officer, Committee Member, Office-holder, Employee of the Insured but only whilst acting within the scope of their duties in such capacity;
- 2.7.3 Any registered Member of the Insured or voluntary worker but only whilst acting in connection with the association and the affiliated club's and league's activities and whilst conforming to County Association, Club and League 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;
- 2.7.4 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.
- 2.7.5 Any owner of land used by the Insured during a football event organised by the Insured but only in respect of claims made against them in respect of such football event.
- 2.8 **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.
- 2.9 **Medical Persons** means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.
- 2.10 **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.
- 2.11 **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.
- 2.12 **Personal Injury** means death, bodily injury, illness or disease of or to any person.
- 2.13 **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 for the purpose of The Sport or activity noted in The Schedule.
- 2.14 **Products Liability** means any liability of the Insured indemnifiable under Insuring Agreement 1.1 which arises directly or indirectly out of a Product or any defect or failure thereof.
- 2.15 **Property Damage** means accidental loss of or damage to property and includes loss of use of property.

- 2.16 **Territorial Limits** means:
- 2.16.1 Great Britain Northern Ireland the Isle of Man or the Channel Islands
 - 2.16.2 elsewhere in the world excluding the United States of America and Canada in respect of:
 - 2.16.2.1 Any act or omission occurring within the territories specified in 2.16.1 above
 - 2.16.2.2 The acts or omissions of persons normally resident in the territories specified in 2.16.1 above but temporarily engaged in The Business outside such territories
 - 2.16.2.3 Personal Injury or Property Damage caused by Products
- 2.17 **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.
- 2.18 **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.
- 2.19 **The Sport** means being physically engaged in the Sport of association football/soccer and includes all official activities connected therewith which have been sanctioned by the relevant County Football Association.
- 2.20 **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.
- 2.21 **Watercraft** means any vessel, craft, Vehicle or appliance made or intended to float on or in or travel on or through or under water.
- 2.22 **We/Us/Our/The Company** means Sportscover Europe Limited as underwriting agent.

B 3 Extensions

- 3.1 Events
- 3.1.1 The Company will indemnify the Insured in respect of events including club fundraising and tournaments provided the attendance does not exceed 5000 attendees per day.
- 3.2 Property Damage for Windows and Windscreens
- The Company will indemnify the Insured for liability arising as a result of damage to third parties windows or windscreens up to an amount not exceeding £2,000. In respect of any such occurrence the Insured shall bear the first £25 of each and every claim.
- 3.3 Designated changing facilities owned or operated by the Insured
- 3.3.1 The Company will indemnify the Insured for liability arising as a result of loss or damage to visitor's effects stored in any designated changing facility owned or operated by the insured not exceeding £10,000. In respect of any such occurrence the Insured shall bear the first £100 of each and every claim.

It is a condition precedent to the Company's liability that:

- 3.3.2 A disclaimer of liability for loss or damage to visitor effects is prominently displayed in or adjacent to the designated changing facility
- 3.3.3 An attendant must be on duty throughout the whole time that the designated changing facility is in use or if it is unattended it must be securely locked at all times

3.4 Car Parks owned or operated by the Insured

The Company will indemnify the Insured for liability arising as a result of damage to visitors motor vehicles occurring in a car park owned or operated by the Insured up to an amount not exceeding £50,000. In respect of any such occurrence the Insured shall bear the first £100 of each and every claim.

It is a condition precedent to the Company's liability that:

3.4.1 A disclaimer of liability for loss or damage is prominently displayed in the car park

3.5 Abuse – Applying only to persons who have been approved by the Criminal Records Bureau

This Extension is on a "claims made" basis. It only covers claims made against the Insured and notified to the Company during the period of insurance.

3.5.1 Operative Clause

3.5.1.1 Subject to the terms, conditions, definitions and exclusions of this Policy (other than as amended by this Extension), the Company hereby agrees to indemnify the Insured up to the Limit of Liability stated in this Extension against all sums which you become legally liable to pay by way of compensation (excluding punitive, exemplary, aggravated and/or multiple damages) as a result of a Claim or Claims arising from incidents that are subsequent to the Retroactive Date stated in this Extension and first made against the Insured and notified in writing to the Company during the Period of Insurance stated in the schedule arising out of "Abuse" or attempt thereat committed or alleged to have been committed.

3.5.1.2 The Company will pay all costs, fees and expenses incurred with the prior written 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 Liability noted in this Extension.

3.5.1.3 The total aggregate liability during any one Period of Insurance for all liability including compensation, costs, fees and expenses shall not exceed the Limit of Liability noted in this Extension.

3.5.2 Limit of Liability

£250,000

3.5.3 Retroactive Date

1st July 2008 or the date that the Insured was first accepted for insurance provided by the "National Game Insurance Scheme"

3.5.4 Definition of Abuse

ABUSE means circumstances where:

3.5.4.1 The Insured had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental, and/or spiritual) of the victim and the original Insured was in breach of this duty to protect those in its care either through negligence or vicariously for the acts and/or omissions of its employees, members, volunteers, etc.

3.5.4.2 Abuse may be physical, sexual or psychological in nature

3.5.4.3 Abuse includes:

3.5.4.3.1 behaviour which sexualises the victim and uses the victim for sexual gratification.

- 3.5.4.3.2 the sexual interaction between two minors if there is a perceived difference in power between the victim and the abuser.
- 3.5.4.3.3 the imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, this would not include a single incidence of physical assault.
- 3.5.4.3.4 the deliberate pre-meditated maltreatment by an individual in a position of responsibility.
- 3.5.4.4 Abuse does not include:
 - 3.5.4.4.1 schoolyard and workplace bullying
 - 3.5.4.4.2 treatment / nursing malpractice or any error or omission in the provision of nursing or care treatment

3.5.5 Exclusions

The Company shall not be liable:

- 3.5.5.1 for any liability in respect of which the Insured is entitled to indemnity under any other insurance.
- 3.5.5.2 for any liability arising from Abuse or attempt thereof which occurred or is alleged to have occurred prior to the Retroactive Date specified in this extension.
- 3.5.5.3 for any liability arising from any facts and/or circumstances, of which the Insured had become aware prior to the commencement of the Period of Insurance, which a reasonable person in the Insured's position would have considered as facts and/or circumstances which may give rise to a Claims or Claims under this Policy.
- 3.5.5.4 to indemnify however so arising any perpetrator or alleged perpetrator of any Abuse or attempt thereof.
- 3.5.5.5 for any fines or penalties or the costs of defending and criminal proceedings.
- 3.5.5.6 for any liability arising out of any failure to comply with procedural guidelines established by the Insured concerning Abuse.
- 3.5.5.7 to indemnify any person who has or has been alleged to have:
 - 3.5.5.7.1 authorised or permitted Abuse
 - 3.5.5.7.2 disregarded knowledge of Abuse
 - 3.5.5.7.3 had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse
 - 3.5.5.7.4 aided or contributed to or supported Abuse or
 - 3.5.5.7.5 intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse

3.5.6 Conditions

- 3.5.6.1 The Insured shall, as a condition precedent to Liability under this Extension, ensure full compliance with all statutory legislation and requirements for dealing with minors.
- 3.5.6.2 The Insured shall bear the Excess (inclusive of costs and expenses) of any one Claim.
- 3.5.6.3 For the purpose of determining the Excess applicable to any indemnity provided under this Extension, it is expressly agreed that all acts of Abuse or attempt(s) thereof suffered by any individual claimant shall be deemed to be arising out of one originating cause. If there is more than one claimant, all acts of Abuse or attempt(s) thereof suffered by each individual claimant shall be deemed to be arising out of separate original causes.
- 3.5.6.4 The Insured must give notice in writing to the Company as soon as is reasonably practicable after becoming aware of any fact that may give rise to a Claim or Claims.

3.6 Health & Safety At Work Act

The Company will indemnify the Insured against legal costs and expenses incurred in the defence.

At Work Act 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

3.7 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

3.8 Consumer Protection Act

The Company will indemnify the Insured against legal costs and expenses incurred with the Protection Act 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

B 4 Exclusions

This Policy does not apply to:

- 4.1 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.
- 4.2
 - 4.2.1 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:
 - 4.2.1.1 Premises (including the contents thereof) and other property temporarily occupied by the Insured for the purpose of the sport named in the schedule;

- 4.2.1.2 Employee'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;
 - 4.2.1.3 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.
- 4.2.2 Malicious damage caused by any Insured or others for whom the Insured is responsible.
- 4.3 Damage to or the cost of repair, reconditioning, replacement, removal or recalling of any Product or component part.
- 4.4 Liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the Insured of:
 - 4.4.1 any aircraft or hovercraft, or
 - 4.4.2 any property or structure used as a landing area for aircraft provided such liability arises out of such use as a landing area, or
 - 4.4.3 any watercraft or vessel exceeding 8 metres in length; but this section (4.4.3) shall not apply with respect to operations by independent contractors.
- 4.5 Liability arising out of the ownership, maintenance, operation or use by or on behalf of the Insured of any Vehicle apart from the use and ownership of sit on mowers not licenced for road use which are used for the purpose of maintaining the playing surfaces used by the Insured for which they are legally responsible for.
- 4.6 Any liability of any Insured directly or indirectly arising out of:
 - 4.6.1 an assault, battery or any intentional or pre meditated or malicious or deliberate violence, criminal act or acts or intent to cause harm or gross negligence committed or alleged to have been committed, or
 - 4.6.2 an act or acts committed or alleged to have been committed by a member whilst under club, league or association suspension, or
 - 4.6.3 sexual assault, sexual harassment or rape.
- 4.7 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. 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.
- 4.8 Liability assumed under a contract or agreement unless the Insured would have been liable in the absence of such contract or agreement.
- 4.9 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.
- 4.10 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.

- 4.11
- 4.11.1 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
- 4.11.2 demolition of a building or structure exceeding 10 meters in height.
- 4.12 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.
- 4.13 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.
- 4.14 Any liability of any Insured directly or indirectly arising out of any Personal Injury caused, or contributed to, by any participant to any other participant whilst participating in a match, practice or training. Notwithstanding this exclusion The Company will indemnify the Insured in respect of Insuring Agreement 1.2 only for a limit not exceeding £100,000 any one claim and/or in the aggregate, excluding any claim arising from or caused by:
- 4.14.1 an assault, battery or any intentional or pre-meditated or malicious or deliberate violence, criminal act or acts or intent to cause harm or gross negligence committed or alleged to have been committed; or
- 4.14.2 an act or acts committed by a member whilst under club, League or association suspension
- 4.15 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.
- 4.16 Any liability directly or indirectly arising from Fungus, Mildew and Mould. Such exclusion shall include but not be limited to:
- 4.16.1 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);
- 4.16.2 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
- 4.16.3 Any obligation to share with or repay any person, organisation or entity related in any way to items 4.16.1 and 4.16.2 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.
- 4.17 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.
- 4.18 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.
- 4.19 Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.
- 4.20 Any liability arising anywhere in the world in relation to, caused by, or contributed to, directly or indirectly, or howsoever arising from:
- 4.20.1 total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment,

- 4.20.2 error in creating, amending, entering, directing, deleting or using Computer Equipment, or
- 4.20.3 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.

- 4.21 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.
- 4.22 Any form of performance, surety, credit or financial guarantee.
- 4.23 Any award for liquidated, punitive, aggravated or exemplary damages including all fines and penalties.
- 4.24 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.
- 4.25 Economic or pecuniary loss where no Personal Injury or damage to tangible property occurs.
- 4.26 Liability arising from events involving any fireworks, driving experiences, bouncy castles, water sports and any activity which takes place above 3 metres in height.
- 4.27 Any Liability directly or indirectly based upon, arising out of, or attributable to:
 - 4.27.1 the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
 - 4.27.2 the presence of artificial sun tanning equipment on the Insured's property.

B 5 General Conditions

- 5.1 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:
 - 5.1.1 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.
 - 5.1.2 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.
- 5.2 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.
- 5.3 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 1.2. 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 1.2 such proportion of legal defence costs as the Indemnity Limit bears to the total settlement amount.
- 5.4 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.

- 5.5 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.
- 5.6 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.
- 5.7
- 5.7.1 The Insured has a duty to disclose to The Company before this policy is entered into every matter known being a matter that:
- 5.7.1.1 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;
- 5.7.1.2 a reasonable person in the circumstances could be expected to know to be a matter so relevant.
- 5.7.2 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.
- 5.7.3 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.
- 5.7.4 If the Insured makes any claim fraudulently The Company may refuse indemnity in respect of it..
- 5.8 Notwithstanding Exclusion 4.4 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
- 5.8.1 caused by any motor vehicle owned by or in the possession of or being used by or on behalf of the Insured which is:
- 5.8.1.1 not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation
- 5.8.1.2 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
- 5.8.2 arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle
- 5.9 Notwithstanding Exclusion 4.4 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:
- 5.9.1 Damage to any such vehicle
- 5.9.2 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

5.10 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 courts of England and Wales.

C 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.

C 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 (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:

- 1.1 made against the Insured during the period of insurance specified in The Schedule and,
- 1.2 notified as soon as possible in writing to the Company by the Insured during the period of insurance,
- 1.3 arising out of any act, error or omission which occurred subsequent to the retroactive date specified in the schedule.
- 1.4 arising out of any acts, errors or omissions occurring in the Territorial Limits.

C 2 Definitions

- 2.1 **Claim** means
 - 2.1.1 any claim made against the Insured;
 - 2.1.2 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.
- 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 amount stated in the schedule of any claim payable by the Insured.
- 2.4 **Insured** means a qualified person appointed by The County Football Association and/or current affiliated Leagues and Clubs operating at no higher than Step 5 of the National League System who have applied and been accepted for insurance provided by the "National Game Insurance Scheme"
- 2.5 **Known Circumstance** shall mean 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** shall mean the date that the Insured was first accepted for insurance provided by the "National Game Insurance Scheme"

- 2.8 **Territorial Limits** shall mean
- 2.8.1 Great Britain Northern Ireland the Isle of Man or the Channel Islands
 - 2.8.2 elsewhere in the world excluding the United States of America and Canada in respect of:
 - 2.8.2.1 any act, errors or omissions occurring within the territories specified in 2.9a above
 - 2.8.2.2 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 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
- 2.10 **The Sport** means being physically engaged in the Sport of association football (soccer) and includes all official activities connected therewith which have been sanctioned by the relevant County Football Association.
- 2.11 **We/Us/Our/The Company** means Sportscover Europe Limited as underwriting agent.

C 3 Extensions

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.

C 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.

C 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.

C 6 Exclusions

- 6.1 This policy does not indemnify the Insured against any claim or claims:
- 6.1.1
 - 6.1.1.1 made or threatened or in any way intimated prior to the inception date of the policy.
 - 6.1.1.2 arising from any Known Circumstance.
 - 6.1.2 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.
 - 6.1.3 arising from the conduct of any business not conducted for the benefit of or on behalf of the Insured named in The Schedule.
 - 6.1.4 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.
 - 6.1.5 as a result of the insolvency, bankruptcy or liquidation as the case may be of the Insured.
 - 6.1.6 arising from the sale or supply of goods by or on behalf of the Insured.

- 6.1.7 brought against an Insured arising directly or indirectly out of physical assault, interference as a consequence thereof.
- 6.1.8 brought against the Insured arising directly or indirectly from the use of non medically prescribed drugs.
- 6.1.9 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.
- 6.1.10 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.
- 6.1.11 brought against the Insured in any country or jurisdiction outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 6.1.12 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.
- 6.2 This policy does not indemnify the Insured against any liability to pay liquidated, punitive, exemplary or aggravated damages.
- 6.3 This policy does not indemnify the Insured against any liability to pay any fines and/or penalties imposed by law.
- 6.4 This policy does not indemnify the Insured against any liability to pay any trading debts.
- 6.5 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.
- 6.6 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 shall mean 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.
- 6.7 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.

C 7 General Conditions

7.1 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.

7.2 **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.

7.3 **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.

7.4 **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.

7.5 **Queens 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.

7.6 **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.

7.7 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.

7.8 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.

D OFFICERS & COMMITTEE LIABILITY

D 1 Operative Clause

1.1 Directors' and Officers' Liability

The Insurer will pay on behalf of the Directors and Officers any Loss for which the Directors and Officers may not be legally indemnified by the Company or Sports Club, Sports League or Sports Association specified in the Schedule hereto arising out of any Claim, by reason of any Wrongful Act committed by them in their capacity as a Director or Officer, first made against them jointly or severally during the Period of Insurance and notified to the Insurer during the Indemnity Period.

1.2 Corporate Reimbursement

The Insurer will pay on behalf of the Company or Sports Club, Sports League or Sports Association specified in the Schedule hereto any loss payment which it is legally permitted to make arising out of any Claim, by reason of any Wrongful Act, committed by any Director or Officer in their capacity as a Director or Officer, first made against the Director or Officer during the Period of Insurance and notified to the Insurer during the Indemnity Period.

D 2 Definitions

Whenever appearing in this Policy the following terms shall be interpreted only in the manner described below:

- 2.1 "ACT OF TERRORISM" shall mean 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 organization(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.

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance 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;

This endorsement 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.

- 2.2 "INSURED" shall mean any natural person who was or now is or may hereafter become a director, secretary, executive officer or Employee of the Company, or other office holder in The County Football Association and/or current affiliated Leagues and Clubs operating at no higher than Step 5 of the National League System who have applied and been accepted for insurance provided by the "National Game Insurance Scheme" hereto by whatever name called and whether or not validly appointed to occupy or duly authorised to act in such position; or, any Director or Officer being a natural person and who by virtue of any applicable legislation, is deemed to be a Director or Officer of the Company.

- 2.3 "CLAIM" shall mean:

2.3.1 any demand alleging any Wrongful Act communicated to any Director or Officer under any circumstances and by whatever shall mean; or

2.3.2 any writ, summons, application or other originating legal (criminal, civil or otherwise) or arbitral proceedings, cross claim or counter-claim issued against or served upon any Director or Officer alleging any Wrongful Act.

- 2.4 "COMPANY" shall mean the The County Football Association and/or current affiliated Clubs and Leagues who have applied and been accepted for Insurance under the "Countycover" scheme

- 2.5 "DEFENCE COSTS" shall mean all reasonable costs, charges and expenses (other than regular or overtime wages, salaries or fees of any Director or Officer) incurred with the prior written consent of the Insurer in defending, investigating, attending or monitoring any Claim or proceedings, including but not limited to

official investigations, examinations, inquiries and the like, or appeals therefrom, together with all reasonable costs of bringing any appeal. Provided always that the Insurer shall at its absolute discretion (but with the consultation of the Insured) elect whether it or the Insured is to instruct the legal representatives for the Insured in respect of any Claim.

2.6 "DIRECTOR" and/or "OFFICER" shall mean any natural person who was or now is or may hereafter become a director, secretary, executive officer or employee of the Company, or other office holder in the sports club, sports league or sporting association by whatever name called and whether or not validly appointed to occupy or duly authorised to act in such position; or, any Director or Officer being a natural person and who by virtue of any applicable legislation, is deemed to be a Director or Officer of the Company. The terms "Director" and/or "Officer" shall also include:

2.6.1 any committee official or committee member

2.6.2 any lawful spouse of such Director or Officer, but only where the Claim results from the Wrongful Act of such Director or Officer;

2.6.3 the estate, heirs or legal representatives of deceased persons who were Directors or Officers of the Company at the time of the Wrongful Act upon which the Claim is based;

2.6.4 the legal representatives of Directors or Officers in the event of their incompetency, insolvency or bankruptcy;

2.6.5 Employees of the Company in a managerial or supervisory position;

2.6.6 any Employee of the Company, not otherwise included as an Insured, in respect of Claims in which such Employee is named as a co-defendant with any Director or Officer.

Provided always that "Director and/or Officer" does not mean a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, trustee or person administering a compromise or scheme of arrangement of the Company or sports club, sports league or sports association or any employee of such; or any company, entity or other body corporate or trustee, directors, officers, or employees of superannuation or pension organisation.

2.7 "EMPLOYEE" shall mean an individual whose labour or service is engaged by and directed by the Insured. This includes part-time, seasonal and temporary employees as well as any individual employed in any supervisory, managerial or confidential positions. Individuals who are leased, contracted or seconded to perform work for the Insured are only to be regarded as Employees if specifically endorsed to do so. Independent contractors and/or self employed persons are NOT "Employees".

2.8 "INSURER" shall mean Sportscover Europe Limited on behalf of Sportscover syndicate 3334 at Lloyd's

2.9 "INDEMNITY PERIOD" shall mean the Period of Insurance and either of the following:

2.9.1 the thirty (30) days following immediately after the expiry of the Period of Insurance; or

2.9.2 the Extended Reporting Period if Extension 3.2 (Extended Reporting Period) is in force.

2.10 "JOINT VENTURE" shall mean ONLY any unincorporated enterprise undertaken jointly by the Company with a third party or parties.

2.11 "LIMIT OF INDEMNITY" shall mean the total amount for which Insurers are liable to the Insured, in respect of any one Claim (or in the aggregate if different), referred to in the Schedule hereto.

2.12 "LOSS" shall mean the amount payable in respect of a Claim made against the Directors and Officers for a Wrongful Act and shall include damages, judgements, settlements, interest, costs and Defence Costs but excludes in respect of Section 3.5 (Insured vs Insured Cover) and 4.6 (Entity Cover for Employment Practices Liability) of this Policy, any employment benefits to which the claimant would have been entitled (other than back-pay where reinstatement by a court is ordered) as an Employee or potential Employee had the Company provided the claimant with a continuance, reinstatement or commencement of employment.

- "Loss" excludes a Claim arising from or by reason of or directly or indirectly caused by or arising from fines and penalties imposed by:
- 2.12.1 law; or
 - 2.12.2 punitive, exemplary or aggravated or multiple damages; or
 - 2.12.3 income tax, customs duties, excise duty, stamp duty, VAT, or any other tax or duty; or
 - 2.12.4 claims for losses uninsurable under the law; or
 - 2.12.5 claims for losses brought in proceedings or originating in the United States of America or Dominion of Canada or in any territory or possession of either such country.
- 2.13 "NON-PROFIT ORGANISATION" shall mean any company, entity, body, committee, council, club, association, trust or other enterprise whether incorporated or unincorporated that is exempt from the payment of income tax under any law and is not a Subsidiary Company.
- 2.14 "ORGANISATION" shall mean any company, entity, body, committee, council, club, association, trust or other enterprise, whether incorporated or unincorporated, provided that it is not a Subsidiary Company.
- 2.15 "OUTSIDE DIRECTORSHIP" shall mean the position of director, officer, secretary, trustee or equivalent position held by a Director or Officer in an Organisation at the request or direction of the Company.
- 2.16 "PERIOD OF INSURANCE" shall mean the Period of Insurance stated in the schedule hereto.
- 2.17 "POLICY" shall mean:
- 2.17.1 all the terms, conditions, definitions, exclusions and limitations contained herein; and
 - 2.17.2 the schedule hereto; and
 - 2.17.3 any endorsements attaching to and forming part of this Policy, either at inception or during the Indemnity Period.
- 2.18 "SUBSIDIARY COMPANY" shall mean:
- 2.18.1 any company or other incorporated entity in which the Company directly or indirectly controls the composition of the board of directors or controls more than half the voting rights or holds more than half the issued share capital; or
 - 2.18.2 any company or other incorporated entity over which the Company is in a position to exercise effective direction or control directly or shall mean of an uninterrupted succession of subsidiaries;
- Provided always that "Subsidiary Company" shall not include any company or other incorporated entity acquired or created after the inception date of this Policy other than in respect of Wrongful Acts committed or alleged to have been committed by the Directors and Officers subsequent to that acquisition or creation.
- 2.19 The word "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.
- 2.20 "WRONGFUL ACT" shall mean any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act done or attempted by or any other matter claimed against any Director or Officer or any of them wherever or whenever while acting in their individual or collective capacities as Directors or Officers.
- 2.21 "EXCESS" shall mean the amount stated in the schedule of any claim payable by the Insured

D 3 Automatic Extensions

Unless specified otherwise to the contrary the cover granted by these extensions is subject to all the terms and conditions of this Policy.

3.1 Advancement of Defence Costs

Where the Insurer elects not to take over and conduct the defence or settlement of any Claim in the name of any Director or Officer, the Insurer shall meet the Defence Costs of any Director or Officer in defending or settling any Claim made against them as they are incurred and prior to the finalisation of the Claim provided always that indemnity in respect of such Claim has been confirmed in writing by the Insurer and which shall be subject to the Limit of Indemnity.

Where the Insurer has not confirmed indemnity and elects not to take over and conduct the defence or settlement of any Claim, it may, in its discretion, pay Defence Costs as they are incurred and prior to the finalisation of the Claim, provided that it has consented in writing to such Defence Costs prior to their being incurred, such consent not to be unreasonably withheld.

The Insurer reserves the right to recover any Defence Costs from the Directors and Officers and/or the Company severally according to their respective interests in the event and to the extent that it is subsequently established by judgement or other final adjudication that the Directors and Officers and/or the Company were not entitled to the Defence Costs so advanced.

3.2 Extended Reporting Period

If the Insurer refuses to offer any terms and conditions, the Company and the Directors and/or Officers shall jointly (but not separately) have the right to an extension of the Policy for a further twelve (12) months immediately following the expiry of the Period of Insurance and upon payment of an amount equal to twenty-five percent (25%) of the total premium stated in the schedule, but only for any Wrongful Act committed or alleged to have been committed or attempted prior to the expiry of the Period of Insurance. Provided always that the right to this extension is exercised within thirty (30) days of the date of such non-renewal.

3.3 Estates & Legal Representatives

The estates, heirs or legal representatives of deceased, incompetent or insolvent Directors and Officers shall be indemnified in like manner to such Directors and Officers provided always that they shall be subject to all the terms and conditions of this Policy insofar as they are applicable.

3.4 Spousal Liability Cover

The Insurer agrees to pay on behalf of the lawful spouse of a Director or Officer all Loss in respect of a Wrongful Act by the Director or Officer. Provided always that the Insurer shall only indemnify the spouse for Loss arising from a Claim which:

- 3.4.1 is made against the spouse only because he or she is the lawful spouse of the Director or Officer; and
- 3.4.2 relates to property either jointly held by the Director or Officer and his or her lawful spouse, or transferred by that Director or Officer to his or her lawful spouse for legitimate purposes only.

3.5 Insured vs Insured Cover

The Insurer will pay on behalf of the Directors and Officers any Claim brought by:

- 3.5.1 a Director or Officer arising out of:
 - 3.5.1.1 discrimination against any Director or Officer, former Director or Officer or applicant for employment whether because of race, colour, age, sex, disability, pregnancy, marital status, sexual orientation, sexual preference or otherwise;
 - 3.5.1.2 unfair dismissal of any Director or Officer;

- 3.5.1.3 workplace harassment (whether sexual or otherwise) of a Director or Officer;
- 3.5.1.4 breach of an oral or written employment contract;
- 3.5.1.5 unfair demotion, failure to promote, unfair deprivation of career opportunity, wrongful discipline, negligent evaluation or failure to grant tenure of employment to a Director or Officer;
- 3.5.1.6 wrongful refusal to employ an applicant;
- 3.5.1.7 defamation arising from employment related matters;
- 3.5.1.8 misleading misrepresentation or advertising as to the terms and conditions of employment; or
- 3.5.1.9 denial of natural justice to a Director or Officer concerning his employment.

Provided always that such indemnity will not extend to any Claim:

- 3.5.1.10 brought about by, contributed to by, or which involves industrial disputes (whether between the Company or the Directors or Officers or between Employees or their union or generally), strike, picket, lock-out, go slow or work to rule;
 - 3.5.1.11 in relation to any employers' liability or Occupational Health and Safety Acts or similar legislation.
- 3.5.2 a Director or Officer for contribution or indemnity, if the Claim results directly from another Claim covered by this Policy;
 - 3.5.3 a shareholder of the Company in his/her/its own right or on behalf of the Company. Provided always that such shareholder:
 - 3.5.3.1 was not a Director or Officer of the Company at the time of the Wrongful Act; and
 - 3.5.3.2 is acting without any direct or indirect solicitation, enticement or co-operation (other than co-operation legally required by any statutory or regulatory authority) from any Director or Officer;
 - 3.5.4 any regulatory authority on behalf of the Company. Provided always that such regulatory authority is acting without any direct or indirect solicitation, enticement or co-operation (other than co-operation legally required by any statutory or regulatory authority) from any Director or Officer;
 - 3.5.5 any court appointed liquidator, receiver, receiver and manager, official manager, administrator or trustee administering a compromise or scheme of arrangement of the Company.

Where a conflict arises between this extension and Exclusion 5.4 (Insured vs Insured) of this Policy, the provisions of this extension shall prevail.

3.6 Attendance at Official Investigation or Inquiries

The Insurer will pay Defence Costs incurred with its prior written consent by or on behalf of a Director or Officer in attending any official investigation, examination, inquiry or other proceedings ordered or commissioned by any official body or institution, where a Director or Officer is legally compelled by such body or institution to attend such investigation, examination, inquiry or proceeding and which involves an allegation of a Wrongful Act against a Director or Officer which is the subject of indemnity under this Policy.

3.7 Occupational Health & Safety

Notwithstanding Exclusion 5.4 (Insured vs Insured) and 5.6.1 (Bodily Injury), the Insurer will provide indemnity for Defence Costs in respect of any Claim (other than a civil claim for compensation) for breach of occupational health and safety laws.

3.8 Continuity of Cover

Notwithstanding Exclusion 5.2 (Prior Claims & Circumstances), where:

- 3.8.1 a Director or Officer first became aware of a fact, situation or circumstance as described in Condition 6.12 (Claims and Notification of Claims) prior to the Period of Insurance; and
- 3.8.2 the Director or Officer did not notify the Insurer of such fact, situation or circumstance prior to the Period of Insurance, then provided always that:
 - 3.8.2.1 there has been no fraudulent non-disclosure or fraudulent misrepresentation by the Director or Officer in respect of such fact, situation or circumstance; and
 - 3.8.2.2 the Insurer and/or its predecessor has continuously been the insurer for this type of insurance from the time when the Directors or Officers first became aware of such fact, situation or circumstance until the time during the Period of Insurance when the Director or Officer notified a Claim which was first made during the Period of Insurance against the Director or Officer and arose out of such fact, situation or circumstance; and
 - 3.8.2.3 a Claim relating to such fact, situation or circumstance has not previously been notified to the Insurer or its predecessor,

the Insurer will accept notification during the Period of Insurance of such fact, situation or circumstance, or of a Claim which is first made against a Director or Officer during the Period of Insurance and arises from such fact, situation or circumstance.

The indemnity provided by this extension shall be subject to the terms and conditions of the policy in force at the time the Director or Officer first became aware of such fact, situation or circumstance, except that the applicable limit of indemnity will not exceed that of this Policy at the date when the facts or circumstances were first notified to the Insurer.

3.9 New Subsidiaries

Where the Company creates or acquires a Subsidiary Company during the Period of Insurance, the Insurer will provide indemnity in respect of such Subsidiary Company and its Directors and Officers, but only in respect of Wrongful Acts actually or allegedly committed or attempted from or after the time when such entity becomes a Subsidiary Company. In the case of a Subsidiary Company whose consolidated asset value exceeds, as at its last balance date or date of its creation, twenty percent (20%) of the total consolidated asset value of the Company:

- 3.9.1 notification of such Subsidiary Company shall be given in writing to the Insurer within sixty (60) days after such acquisition or creation; if notification is not given to the Insurer within 60 days after the acquisition or creation, cover will cease at 4:00p.m. sixty (60) days after the acquisition or creation; and
- 3.9.2 the Insurer may in its discretion, provide cover for such Subsidiary Company pursuant to such additional terms and/or premium as may be agreed.

3.10 Run-off Cover for Subsidiaries

Where an entity ceased to be a Subsidiary Company prior to the commencement of the Period of Insurance, or ceases to be a Subsidiary Company during the Period of Insurance the Insurer will provide indemnity in respect of such Subsidiary Company and its Directors and Officers but only in respect of Wrongful Acts preceding the time when such entity ceased to be a Subsidiary Company.

3.11 Preservation of Indemnity

If a Director or Officer is unable to satisfy a right to indemnity against the Company to which he or she is entitled, whether under Common Law or Statute, or otherwise, by reason only of the Company being placed in liquidation (other than voluntary liquidation) and having insufficient funds available so to indemnify the Director or Officer, then it is hereby agreed that the Insurer shall indemnify the Director or Officer to the extent that the Director or Officer is unable to satisfy the right to indemnity against the Company.

The burden of adducing satisfactory proof to obtain the benefit of this extension shall rest entirely with the Director or Officer and shall include the production of documentary evidence of the Company's assets and liabilities and any official statements issued by the liquidator.

3.12 Limited Prospectus Liability

The Insurer will provide indemnity to the Directors and Officers for liability arising out of rights issues, bonus share issues, employee share options, dividend reinvestment plans, convertible notes and redeemable preference issues. Cover is not provided for liability arising out of an Initial Public Offering.

3.13 Joint Venture Cover

The Insurer will provide indemnity for Directors and Officers for liability arising from any Claim in respect of any Joint Venture, provided always that such coverage shall not apply to any Claim brought by or on behalf of any Joint Venture partner(s) or any vehicle established to conduct, control or manage such Joint Venture.

3.14 Fidelity Cover

The Insurer will provide indemnity to the Directors and Officers for losses arising from the dishonesty of an Employee, committee official or committee member where there was a clear intention to cause financial loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission. The Insurer's liability under this extension shall be limited to £1,000 any one claim.

D 4 Optional Extensions

Where indemnity is provided under these extensions it shall be indicated either in the Schedule hereto or by subsequent endorsement to this Policy.

The Insurer reserves the right to offer any of the following extensions and to impose any special conditions or charge any additional premium as it may require.

4.1 Reinstatement of Aggregate Limit

Upon payment by the Insurer of a Claim, the Policy's limit of aggregate liability shall be reinstated to the amount indicated in the schedule, provided always that:

- 4.1.1 the aggregate of the amount or amounts reinstated shall not be more than the limit of aggregate liability specified in the schedule; and
- 4.1.2 the Policy shall not be reinstated in respect of Claims arising from the same event or series of related events comprising a Wrongful Act; and
- 4.1.3 in the event that the Directors and Officers have additional coverage in excess of this Policy, then this section shall operate only when such coverage is exhausted.

4.2 Current Outside Directorships (Non-Profit Organisations)

The Insurer will provide indemnity for Outside Directorships which a Director or Officer holds in any Non-Profit Organisation at the commencement of or during the Period of Insurance at the request of the Company provided always that:

- 4.2.1 such indemnity whatsoever will not extend to any of the other Directors or Officers (by whatever name called) of the said Non-Profit Organisation who are not also Directors and Officers of the Company; and

- 4.2.2 no indemnity whatsoever is available to the said Non-Profit Organisation under Insuring Agreement B; and
 - 4.2.3 for the purpose of applying extension 3.5 (Insured vs. Insured Cover) to this cover and for no other purpose, the term "Company" will be deemed to include the said Non-Profit Organisation; and
 - 4.2.4 cover under this extension shall apply in excess of any similar insurance held by said Non-Profit Organisation; and
 - 4.2.5 cover under this extension shall be non-cumulative with any other insurance issued by the Insurer.
- 4.3 Current Outside Directorships (Other than Non-Profit Organisations)

The Insurer will provide indemnity for Outside Directorships which a Director or Officer holds at the commencement of the Period of Insurance in any Organisation stated in the schedule hereto, provided always that the provisions under 4.2 (Current Outside Directorships (Non-Profit Organisations)) will apply to this extension save for the change in reference from Non-Profit Organisation to Organisation.

However, cover is automatically available for Outside Directorships entered into during the currency of this Policy for a period of sixty (60) days from the commencement of appointment of the Outside Directorship.

For cover beyond the period of sixty (60) days, notification of the appointment is to be given in writing to the Insurer, which has the right to ask for additional information and to charge an additional premium.

If notification is not given to the Insurer within sixty (60) days after the appointment and if any additional information and/or additional premium as requested by the Insurer is not provided cover will cease at 4:00p.m. sixty (60) days after the appointment.

4.4 Run-Off Cover For Outside Directorships

The Insurer will provide indemnity for Outside Directorships which a Director or Officer held in any Organisation or Non-Profit Organisation and which the Director or Officer ceased or ceases to hold prior to the commencement of or during the Period of Insurance, provided always that:

- 4.4.1 the Wrongful Act giving rise to a Claim occurred before the Director or Officer ceased holding such position;
- 4.4.2 the Outside Directorship had previously been or is already covered by the Insurer and/or its predecessor under previous policies or this Policy; and
- 4.4.3 the provisions under Extension 4.2 (Current Outside Directorships (Non-Profit Organisations)) or Extension 4.3 (Current Outside Directorship (other than Non-Profit Organisations)) of this Policy will apply to this run-off cover.

4.5 Prospectus Liability - Initial Public Offering

Notwithstanding Exclusion 5.5 (Prospectus Liability), where this optional extension applies, the Insurer will provide indemnity to the Directors and Officers for liability arising out of the issue of any initial public offering of securities of the Company.

4.6 Entity Cover for Employment Practices Liability

The Insurer will pay on behalf of the Insured any Claim brought against the Insured as an employer arising from:

- 4.6.1 discrimination against any Employee, Director or Officer, former Director or Officer or applicant for employment whether because of race, colour, age, sex, disability, pregnancy, marital status, sexual orientation, sexual preference or otherwise;
- 4.6.2 unfair dismissal of any Employee, Director or Officer;
- 4.6.3 workplace harassment (whether sexual or otherwise) of any Employee, Director or Officer;
- 4.6.4 breach of any oral or written employment contract;
- 4.6.5 unfair demotion, failure to promote, unfair deprivation of career opportunity, wrongful discipline, negligent evaluation or failure to grant tenure of employment to any Employee, Director or Officer;
- 4.6.6 wrongful refusal to employ an applicant;
- 4.6.7 defamation arising from employment related matters;
- 4.6.8 misleading misrepresentation or advertising as to the terms and conditions of employment; or
- 4.6.9 denial of natural justice to any Employee, Director or Officer concerning his employment.

Provided always that:

- 4.6.10 for the purposes of this extension reference in the Policy to "any Director or Officer" or "Directors and Officers" shall be construed, as appropriate, as a reference to "the Company". Provided always that such indemnity will not extend to any Claim:
 - 4.6.10.1 brought about by, contributed to by or which involves industrial disputes (whether between the Company or the Directors or Officers or between Employees or their union or generally), strike, picket, lock-out, go slow or work to rule; or
 - 4.6.10.2 in relation to any employers' liability or Occupational Health and Safety Acts or similar legislation; and
- 4.6.11 this extension is subject to the deductions specified in the schedule hereto. This extension shall not operate to increase the Insurer's limit of aggregate liability as stated in the schedule hereto;

For the purposes of this extension only "deductible" shall include a co-insurance percentage for which the Company is liable, subject to a minimum deductible.

4.7 Pre Acquisition Liability

Notwithstanding the proviso to Section 2.18 (Subsidiary Company) of this Policy, the Insurer will indemnify the Directors and Officers of any Subsidiary Company stated in the schedule hereto for Wrongful Acts preceding the acquisition of that Subsidiary Company by the Company.

4.8 Pollution Defence Costs

Notwithstanding Exclusion 5.6.3, the Insurer will indemnify the Directors or Officers for Defence Costs incurred in respect of any Wrongful Act resulting in Loss arising out of discharge, dispersal, release or escape of pollutants.

4.9 Multi-Year Run-Off after Merger or Consolidation

If the Company merges or is consolidated with or becomes the subsidiary company of another company, or sells all or substantially all of its assets to another entity the Company and the Directors and Officers shall have the option to extend the Period of Insurance up to seven (7) years immediately following the expiry of the Period of Insurance but only for any Wrongful Act committed or attempted prior to the expiry of the Period of Insurance, provided always that the right of the extension is exercised within thirty (30) days of the expiry date of this Policy.

D 5 Exclusions

This Policy does not provide an indemnity against any Claim made against any Director or Officer:

5.1 Dishonesty & Fraud brought about by, contributed to by or which involves:

- 5.1.1 the dishonest, fraudulent or malicious act or omission committed with criminal intent of such Director or Officer; or
- 5.1.2 such Director or Officer having improperly benefited in fact from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities; or
- 5.1.3 such Director or Officer having gained in fact any personal advantage to which he/she was not legally entitled; or

5.2 Prior Claims & Circumstances

- 5.2.1 made or threatened or in any way intimated on or before the inception date of this Policy; or
- 5.2.2 arising from any fact, situation or circumstance of which any Director or Officer was aware prior to this Policy inception and which a reasonable Director or Officer would at any time prior to the Period of Insurance have considered may give rise to a Claim under this Policy; or

5.3 Breach of Professional Duty arising from:

- 5.3.1 the rendering or failure to render professional services and/or professional advice; or
- 5.3.2 a breach or alleged breach of any contract for the provision of professional services and/or professional advice; or

- 5.4 Insured vs Insured
- brought by or on behalf of the Company or any Director or Officer or their estates, heirs, representatives, successors or assigns against any other Director or Officer; or
- 5.5 Prospectus Liability
- for Loss arising from the issue of initial public offering of securities of the Company
- 5.6 Bodily Injury, Property Damage, Pollution, Nuclear Risks & War
- for Loss arising from:
- 5.6.1 actual or alleged bodily injury (except emotional distress or mental anguish arising out of an Claim under Section 4.6 hereof), sickness, disease, or death of any person; or
- 5.6.2 actual or alleged destruction of or damage to tangible property (including the loss of use thereof); or
- 5.6.3 seepage, pollution or contamination and based upon or attributed to a violation or alleged violation of any law prohibiting or providing for the control or regulation of emissions or effluents of any kind into the atmosphere or any body of land, water, waterway or watercourse or arising from any action or proceeding brought for enforcement purposes pursuant to any such law or arising from any suits alleging seepage, pollution or contamination and based upon nuisance, trespass, negligence or otherwise; or
- 5.7 atomic energy operations employing the process of nuclear fission or fusion or handling radioactive material which operations include but are not limited to:
- 5.7.1 the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices; or
- 5.7.2 the use handling or transportation of radioactive materials; or
- 5.7.3 the use, handling or transportation of any weapon of War or explosive device employing nuclear fission or fusion.
- Provided always that this Exclusion 5.7 shall not apply to any Claim arising from radio-isotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, bbmedical or research pursuits; or
- 5.8 War, invasion, acts of foreign enemies, hostilities (whether War be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority, except to the extent that such an order arises as a result of any Wrongful Act committed by any Director or Officer. 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. This insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from one or more of the following:
- 5.8.1 Terrorism or the fear thereof
- 5.8.2 The attacks on New York and Washington in the United States of America on 11 September 2001
- 5.8.3 Anti-terrorist measures or punitive or retaliatory action in respect of 5.8.1 or 5.8.2 above, or the fear thereof, by or on behalf of any government, State or Country; or

5.9 Arranging insurance

arising out of any failure of the Directors or Officers to arrange or maintain the validity of any contract of insurance or reinsurance; or

D 6 General Conditions

6.1 Authorisation Clause

By acceptance of this Policy, the Company named in the schedule hereto agrees to act on behalf of the Directors and Officers with respect to the giving and receiving of notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under this Policy and the acceptance of endorsements or other notice provided for in this Policy and the Directors and Officers and each of them agree that the Company shall act on their behalf.

6.2 Severability & Non Imputation

For the sake of determining cover under this Policy:

6.2.1 the written proposal shall be construed to be a separate application for cover by each of the Directors or Officers and no statement or representation in or with respect to the proposal by a Director or Officer shall be imputed to any other Director or Officer; and

6.2.2 this Policy shall, subject to General Condition 6.10 (Non-Accumulation), be construed to be a separate policy between the Insurer and each Director or Officer and no breach of any term or condition of this Policy or other misconduct by any Director or Officer shall be imputed to any other Director or Officer; and

6.2.3 no fact or knowledge possessed by one Director or Officer shall be imputed to any other Director or Officer.

6.3 Changes of Activity, Merger or Consolidation

6.3.1 The basis of this Policy of insurance is the proposal form presented by the Insured. All proposed changes by the Insured to either their Memorandum and/or Articles of Association or sporting and/or social activities of the club, league or association from those presented at the commencement of this insurance must be notified to the insurer who may at their election review the premium referred to in the schedule hereto.

6.3.2 Where the Company merges or is consolidated with or becomes the subsidiary company of another company or entity during the Period of Insurance, the Insurer will continue to provide indemnity in respect of the Company, its Subsidiary Companies and their Directors and Officers, but only in respect of Wrongful Acts preceding the time of such merger, consolidation or acquisition.

6.4 Claims Co-operation

The Directors and Officers 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 Insurer as it may reasonably require to enable it to investigate and to defend the Claim and/or to enable the Insurer to determine its liability under this Policy.

The Insurer may, on request from the Directors and Officers for indemnity under this Policy, take whatever action that it considers appropriate to protect the Directors' and Officers' position in respect of the Claim and such action by the Insurer shall not be regarded as in any way prejudicing its position under this Policy and no admission of the Directors' and Officers' entitlement to indemnity under this Policy shall be implied.

6.5 Allocation

In the event of a Claim which is made against Directors and Officers or the Company and which is covered only partly by this Policy, the Insurer will use its best efforts to ensure a fair and proper allocation of the Claim for insured and uninsured portions.

The Insurer will also advance Defence Costs on a similar basis, which will apply to all Defence Costs unless otherwise agreed by all parties.

6.6 Court Jurisdiction

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.

6.7 Deductibles & Aggregate Liability

6.8 The amount of relevant deductible stated in the schedule hereto shall be applied to each and every Claim brought under Operative Clause 1.1 (Directors' and Officers' Liability) or Operate Clause 1.2 (Corporate Reimbursement) of this Policy. The Insurer shall only be liable to provide indemnity to the extent of that amount which is the difference between the amount of the relevant deductible and the amount of the limit of aggregate liability stated in the schedule hereto.

For the purposes 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 Wrongful Act.

Any Loss arising out of all interrelated Wrongful Acts of any Director or Officer shall be deemed one Loss and such Loss shall be deemed to have originated in the earliest Period of Insurance in which a Claim is made against any Director or Officer by reason of any Wrongful Act.

6.9 Paragraph Headings

The paragraph headings in this Policy are included for the purpose of reference only and do not form part of this Policy for interpretation purposes.

6.10 Non-Accumulation

The inclusion in this Policy of more than one (1) Director or Officer shall not operate to increase the Insurer's limit of aggregate liability stated in the schedule hereto.

6.11 Notice

Any notice required to be given under this Policy to the Insurer shall be validly and lawfully given if it is given to the Insurer in writing at the address or to the facsimile number stated in the schedule hereto.

6.12 Claims and Notification of Claims

All of this section 6.12 are conditions precedent to the rights of the Insured under this Policy and the Insurers shall have no liability in respect of any Claim or Loss to the extent that the Insured has not complied with the requirements of this section in relation to such Claim or Loss.

6.12.1 The Insured shall give Insurers written notice as soon as practicable of:

6.12.1.1 any Claim made against any Insured or any Loss during the Period of Insurance; or

6.12.1.2 any circumstances occurring during the Period of Insurance which might reasonably be expected to give rise to a Claim or Loss;

Provided always that such written notice is given to Insurers during the same Period of Insurance or (if the Insured renews this insurance with Insurers) within twenty-eight (28) days after its expiry.

6.12.2 The Insured shall not admit liability for nor settle any Claim or incur any Defence Costs without obtaining prior written approval from Insurers, such consent not to be unreasonably withheld.

6.12.3 If during the Period of Insurance, the Directors or Officers become aware of any fact, situation or circumstance that might give rise to a Claim under this Policy and elect during the Indemnity Period to give notice in writing to the Insurer of such fact, situation or circumstance then any Claim which may subsequently arise out of such fact, situation or circumstance shall be deemed for the purpose of this Policy to be a Claim made during the Indemnity Period.

6.13 Confidentiality

Neither the Directors and Officers nor the Company shall disclose in the annual report of the Company the nature of the liabilities covered by this Policy nor the premium specified in the Policy, unless required by law.

6.14 Gender & Number

Except where the context otherwise requires it, words importing a gender include every other gender, words in the singular shall include the plural and words in the plural shall include the singular.

6.15 Q.C. Clause

Neither the Directors or Officers nor the Insurer shall be required to contest any legal proceedings unless a Queen's Counsel or Senior Counsel (mutually agreed upon by the Directors and Officers and the Insurer or in default of such agreement, selected by the Chairman or President of the local Bar Council) shall advise that such proceedings should be contested. In formulating his or her 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 claimant, the likely Defence Costs and the prospects of the Directors and Officers successfully defending the action.

The costs of such Counsel's opinion shall, for the purpose of this Policy, be regarded as part of the Defence Costs. 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 Directors and Officers shall not object to any such settlement and shall not object to any such settlement and shall co-operate with the Insurer to effect such settlement in accordance with this Policy.

6.16 Settlement Procedure

The Directors and Officers shall, as a condition precedent to the right to be indemnified under this Policy, not admit liability for or settle any Claim or incur any costs or expenses in connection therewith or enter into settlement without the prior written consent of the Insurer who shall be entitled to at any time to take over and conduct in the name of the Director or Officer the Defence or settlement of any Claim. However, if the Director or Officer shall refuse to consent to any settlement recommended by the Insurer and shall elect to contest or continue any legal proceedings in connection therewith, the Insurer's liability for the Claim shall not exceed the amount for which the Claim could have been so settled plus the Defence Costs incurred up to the date of such refusal.

6.17 Subrogation

6.17.1 In the event of any payment by the Insurer for a Loss under this Policy, the Insurer shall be subrogated to the extent of such payment of all a Director's or Officer's rights of recovery thereof and the Directors and Officers or any of them shall execute all papers required and do everything that may be necessary to enable the Insurer effectively to bring suit in the name of the Directors and Officers except that all right to subrogation under this Policy is waived against:

6.17.1.1 the Company unless indemnity is granted under Extension 3.11 (Preservation of Indemnity) of this Policy; or

6.17.1.2 any Director or Officer to whom protection is afforded under this Policy.

Provided always that:

6.17.1.3 if such Director or Officer is protected from such Loss by any other collectable policy of insurance, the right of subrogation is not waived to the extent and up to the amount of such other policy; and

6.17.1.4 the Insurer does not waive any right of recovery of any deductible stated in the schedule hereto as applied in accordance with this section.

6.18 Territory and Jurisdiction

The indemnity provided by this Policy extends to Claims made anywhere in the world, except:

6.18.1 any Claim arising or for actions brought in or determined pursuant to the law of, the United States of America or the Dominion of Canada, or their Territories or Protectorates; or

6.18.2 any Claim arising out of the enforcement of judgements, orders or awards obtained in or determined pursuant to the laws of the United States of America or the Dominion of Canada, or their Territories or Protectorates

6.19 Other Insurance

Where a Director or Officer is entitled to indemnity pursuant to a separate policy of insurance more specifically providing cover in respect of the Claim, this Policy does not respond except to the extent that the Director's or Officer's liability for any Claim exceeds the amount of cover under such other Policy.

6.20 Cancellation

The Directors and Officers and the Company may jointly cancel this Policy at any time by giving written notice to the Insurer and the Insurer will pay the Company the pro-rata refund of the premium, for the unexpired Period of Insurance less fifteen percent (15%) of the pro-rata refund of premium due to be refunded.

The Insurer may cancel this Policy, whereupon the Insurer will pay the Company a pro-rata refund of the premium for the unexpired Period of Insurance.

6.21 Legal Enforceability

For this Policy to be legally enforceable, it must include a schedule that has been appropriately signed by an officer of the Insurer.

6.22 Rights of third parties

No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

E EMPLOYERS LIABILITY

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.

B.D. Carpenter

Authorised Signatory

Amlin Insurance Services Limited

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.

E 1 General 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 County Football Association and/or current affiliated Leagues and Clubs operating at no higher than Step 5 of the National League System who have applied and been accepted for insurance provided by the "National Game Insurance Scheme"
- 1.12.2 Any associated or subsidiary company of the insured provided it has been notified to Us
- 1.12.3 At Your request:
- 1.12.3.1 any director or Employee while acting on behalf of or in course of their employment or engagement with You in respect of liability for which You would have been entitled to indemnity under this Policy if the claim against any such person had been made against You.
- 1.12.3.2 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.
- 1.12.3.3 any of Your directors, partners or senior officials in respect of private work carried out by any Employee for them with Your consent.
- 1.12.3.4 any principal for legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You arising out of work carried out by You under a contract or agreement.
- 1.12.3.5 Your personal representatives (in the event of Your death) in respect of liability incurred by You provided that if indemnity is extended to any party described in paragraphs 1.12.3.1 to 1.12.3.2 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.

E 2 Operative Clause

Subject to the exclusions, conditions and definitions of this Policy, We will indemnify You under this Policy against:

- 2.1 all sums which You shall become legally liable to pay as damages; and 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:
- 2.1.1 within the United Kingdom
- 2.1.2 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.

E 3 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.

E 4 Employers Liability Compulsory Insurance

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.

E 5 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

- 5.1.2.1 there is no appeal outstanding;
- 5.1.2.2 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;
- 5.1.2.3 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
- 5.1.2.4 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.

E 6 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:
- 6.2.1.1 the policy number(s);
- 6.2.1.2 employers' names and addresses (including subsidiaries and any relevant changes of name);
- 6.2.1.3 dates of cover;
- 6.2.1.4 employers' reference numbers provided by Her Majesty's Revenue and Customs; and

6.2.1.5 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)

6.2.3.1 to identify which insurer (or insurers) provided employers' liability cover during the claimants' relevant periods of employment; and

6.2.3.2 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.

E 7 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:

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

subject to a maximum aggregate limit in the Period of insurance of £5,000.

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:

- 7.4.2.1 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.
- 7.4.2.2 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.

- 7.4.2.3 We will only be liable for Costs and Expenses incurred in respect of legal representation appointed by Us.
- 7.4.2.4 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 GBP 1,000,000.
- 7.4.2.5 This indemnity will not apply:
 - 7.4.2.5.1 in respect of fines or penalties of any kind;
 - 7.4.2.5.2 to proceedings consequent upon any Bodily Injury deliberately caused by You; or
 - 7.4.2.5.3 to proceedings consequent upon any Bodily Injury deliberately caused by You; or
- 7.4.2.6 to persons other than You or any of Your directors, partners, proprietors or Employees.

E 8 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
 - 8.4.2.1 of any party to whom indemnity is granted by way of Extension 5.1. or their personal representative; or
 - 8.4.2.2 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.

E 9 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.

F CANCELLATION

- 1.1 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).

- 1.2 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 The Company. Thereafter no return premium will be payable. The Insured will be responsible for cancelling any Direct Debit Mandate (if applicable).

G **CLAIMS PROCEDURE**

If you need to make a claim please contact Bluefin Sport:

Telephone: 0845 8725060

Email: nationalgame@bluefingroup.co.uk

Address: Bluefin Sport, Castlemead, Lower Castle Street, Bristol, BS1 3AG

No claim shall be payable unless the terms of this condition have been complied with.

1.1 CLAIMS CONTROL

1.1.1 We shall have sole control of all claims procedures and settlements.

1.1.2 No admission, offer, promise, payment, or indemnity shall be made or given by you or on your behalf without our written consent.

1.1.3 If you or anyone acting on your behalf does not comply with our requirements or hinders or obstructs us in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.

1.1.4 We may at any time at our sole discretion pay to you the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. We shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment provided that in the event of a claim or series of claims resulting in your liability to pay a sum in excess of the Sum Insured or Limit of Indemnity our liability for such costs and expenses shall not exceed an amount being in the same proportion as our payment to you bears to the total payment made by you or on your behalf in settlement of the claim or claims.

H 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:

Telephone: 020 8336 2000

Email: nationalgamecomplaints@bluefingroup.co.uk

Address: Bluefin Sport, The Complaints Officer, CI Tower, St Georges Square, New Malden, Surrey, KT3 4TP

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

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.

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.