

SPORTSCOVER

Sports Liability Insurance

policy wording

PROFESSIONAL
fitness

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

Contents

Welcome to Sportscover	2
About Professional Fitness	2
Lloyd's Insurance	3
Sports Liability Policy.....	4
Insuring Agreements	4
Public & Products Liability.....	5
General Definitions	5
Extensions	7
Exclusions.....	8
Conditions	10
Professional Indemnity.....	12
Operative Clause	12
Extension.....	12
Limit of Indemnity	12
Legal Costs.....	12
Exclusions.....	12
General Conditions	13
Cancellation.....	14
Claims Notification	14
Complaints Procedure.....	15
Contracts (Rights of Third Parties) Act 1999	15
Data Protection Act 1998	15
Proper Law of the Policy.....	15
Sanction Limitation and Exclusion Clause.....	15

Welcome to Sportscover

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

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

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

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

About Professional Fitness

Professional Fitness is one of the UK's leading specialist insurance providers to fitness professionals and has been offering [Group Fitness Instructors](#) and [Personal Trainers](#) combined liability, professional indemnity and personal accident cover for more than 12 years.

Professional Fitness is a trading name of Harrison Beaumont Insurance Services Ltd which has a long established reputation for providing specialist product solutions to the travel and leisure insurance sectors.

effected through Sportscover Europe Limited

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

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

In Witness whereof this Certificate has been signed at the place stated and on the date specified in [The Schedule](#) by Sportscover Europe Limited.

A handwritten signature in black ink, appearing to be a stylized name, possibly 'R. Z.', written over a horizontal line.

Authorised Signatory
Sportscover Europe Limited

Sports Liability Policy

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

Insuring Agreements

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

Indemnity or reimbursement provided in Insuring Agreements (2) and (3) shall be payable in addition to the applicable Indemnity Limits stated in [The Schedule](#).

Public & Products Liability

General Definitions

Applicable to both sections of this [Policy](#) wording:

- 1.1. **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 1.2. **Aircraft** means any vessel, craft, Vehicle, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes.
- 1.3. **Category 4 Sports** means Rugby Union, Rugby League, Football, Gaelic Football, Gridiron, Australian Rules Football, Kick Boxing, Boxing, Martial Arts and all other contact sports.
- 1.4. **Claim** means
 - 1.4.1. any **Claim** made against the **Insured**;
 - 1.4.2. 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**.
- 1.5. **Claims Made** means any **Claim** made during the actual **Policy Period of Insurance** unless renewal terms have been negotiated and agreed in advance.
- 1.6. **Compensation** includes interest which may be awarded upon damages or incurred upon a judgment debt and plaintiffs costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated or exemplary damages.
- 1.7. **Excess** means the first amount of any **Claim** payable by the **Insured**.
- 1.8. **Fungus, Mildew and Mould** includes but is not limited to any form or type of **Mould**, **Mildew**, mushroom yeast or biocontaminant. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any **Fungus**/fungi.
- 1.9. **Group Exercise Instructor** means a **Qualified** fitness instructor who covers group sessions for fitness activities detailed in **The Business**.
- 1.10. **Insured** means a **Qualified** individual **Group Exercise Instructor** or **Personal Trainer** who is specified in **The Schedule**, accredited and qualified in accordance with the requirements of the fitness activities nominated in **The Schedule**, abiding by the guidelines for that award as issued by the awarding body.
- 1.11. **Known Circumstance** means any circumstance or circumstances of which the **Insured** had become aware prior to the **Policy** inception and which the **Insured** or a reasonable person of the **Insured's** profession would at any time prior to the **Policy** inception have considered may give rise to a **Claim** or **Claims** against the **Insured**, as specified in **The Schedule**.

Landing Area means any part of earth's surface including water or any structure or property used for embarkation or disembarkation of people or loading or unloading of goods or where **Aircraft** are kept, housed maintained or operated and where **Aircraft** may take off and land.
- 1.12. **Medical Persons** means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.
- 1.13. **Member** means any **Member**, temporary participant or other person actively engaged in and appropriately registered for the purpose of participating in the fitness activities recognised by **Us** notwithstanding Exclusion 25.
- 1.14. **Occurrence** means an event, including continuous, repeated exposure to substantially the same general condition, which results in **Personal Injury** or **Property Damage** neither expected nor intended from the stand point of the **Insured**.
- 1.15. **Period of Insurance** shall mean the **Period of Insurance** stated in **The Schedule** hereto.
- 1.16. **Personal Injury** means death, bodily injury, illness or disease of or to any person.

- 1.17. **Personal Trainer** means a **Qualified** individual working with individuals on a 1:1 basis or in small groups who will create and execute customised workout plans to help participants achieve specific fitness results. A **Personal Trainer** may also dispense general nutritional advice for how and what to eat to maximise the effectiveness of the training provided.
- 1.18. **Policy** shall mean:
- 1.18.1. all the terms, conditions, definitions, exclusions and limitations contained herein; and
 - 1.18.2. **The Schedule** hereto; and
 - 1.18.3. any endorsements attaching to and forming part of this **Policy**, either at inception or during the Indemnity Period.
- 1.19. **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 Business** or activity noted in **The Schedule**.
- 1.20. **Products Liability** means any liability of the **Insured** indemnifiable under Insuring Agreement (1) which arises directly or indirectly out of a **Product** or any defect or failure thereof.
- 1.21. **Property Damage** means accidental loss of or damage to property and includes loss of use of property.
- 1.22. **Public Liability** means any liability of the **Insured** indemnifiable under Insuring Agreement (1) other than **Products Liability**.
- 1.23. **Qualified** means that the **Insured** has appropriate qualifications or registration or accreditation or authorisation from a recognised qualification provider for the activities instructed or an S/NVQ.
- 1.24. **Retroactive Date** means 10/09/2002 or the date that you became insured under the Professional Fitness insurance facility and have since held continuous insurance, whichever is the latter.
- 1.25. **Territorial Limits** means
- 1.25.1. Great Britain Northern Ireland the Isle of Man or the Channel Islands
 - 1.25.2. elsewhere in the world excluding the United States of America and Canada in respect of
 - (a) any act or omission occurring within the territories specified in 1.25.1. above
 - (b) the acts or omissions of persons normally resident in the territories specified in 1.25.1. above but temporarily engaged in **The Business** outside such territories
 - (c) **Personal Injury** or **Property Damage** caused by **Products**.
- 1.26. **The Business** of the **Insured** is that of a **Qualified Personal Trainer** and/or **Group Exercise Instructor** for the activities detailed in **The Schedule**. Component sports or activities that may form part of the activities which are excluded from this insurance are detailed in 3.25.
- 1.27. **The Schedule** sets out the specific terms applicable to the cover and should be read together with these **Policy** Terms and Conditions. In addition to the **Policy** a schedule will be provided.
- 1.28. **Vehicle(s)** means any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal power.
- 1.29. **War** shall mean undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
- 1.30. **Watercraft** means any vessel, craft, **Vehicle** or appliance made or intended to float on or in or travel on or through or under water.
- 1.31. **We/Us/Our/The Company** means Sportscover Europe Limited as underwriting agent.

Extensions

2.1. **Health & Safety At Work Act**

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

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

2.2. **Defective Premises Act**

The Company will indemnify the Insured in the terms of this Policy against legal liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Personal Injury or Damage occurring within a period of seven years from the expiry or cancellation of this Policy.

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

2.3. **Consumer Protection Act**

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

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

Exclusions

This Policy does not apply to:

- 3.1. Any liability directly or indirectly arising out of **Personal Injury** to any employee of the **Insured** arising out of or in the course of employment in the **Insured's** business.
- 3.2. 3.2.1. Damage to property owned, leased or hired by or under hire purchase or loaned to the **Insured** or otherwise in the **Insured's** care, custody or control, but this exclusion does not apply to:
 - (a) premises (including the contents thereof) and other property temporarily occupied by the **Insured** for the purpose of fitness activities recognised by **Us** notwithstanding Exclusion 25;
 - (b) employee's and visitor's clothing and personal effects for an amount not exceeding £10,000. In respect of any such **Occurrence** the **Insured** shall bear the first £100 of each and every claim;
 - (c) premises occupied under a lease by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement. In respect of any payment for **Property Damage** caused by fire or explosion the **Insured** shall bear the first £100 of each and every claim.
- 3.2.2. Malicious damage caused by any **Insured** or others for whom the **Insured** is responsible.
- 3.3. Damage to or the cost of repair, reconditioning, replacement, removal or recalling of any **Product** or component part.
- 3.4. Liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the **Insured** of:
 - 3.4.1. any **Aircraft** or hovercraft, or
 - 3.4.2. any property or structure used as a **Landing Area** for **Aircraft** provided such liability arises out of such use as a Landing Area, or
 - 3.4.3. any **Watercraft** or vessel exceeding 8 metres in length; but this section (3.4.3) shall not apply with respect to operations by independent contractors.
- 3.5. Liability arising out of the ownership, maintenance, operation or use by or on behalf of the **Insured** of any **Vehicle**.
- 3.6. Any liability of any **Insured** directly or indirectly arising out of:
 - 3.6.1. assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any **Insured**;
 - 3.6.2. sexual assault, sexual harassment or rape.
- 3.7. Liability directly or indirectly caused by riots and/or strikes or in consequence of **War**, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nuclear fission, nuclear fusion or radioactive contamination. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory.
- 3.8. Liability assumed under a contract or agreement unless the **Insured** would have been liable in the absence of such contract or agreement.
- 3.9. Any liability arising out of the rendering or failure to render professional advice or service by the **Insured** or any error or omission connected therewith provided that this exclusion does not apply to the rendering of first aid or medical services on the **Insured's** premises by **Medical Persons** employed by the **Insured**.
- 3.10. **Personal Injury** or **Property Damage** arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this **Policy**.
- 3.11. 3.11.1. Any liabilities arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of the **Insured** except an alteration or addition not exceeding in cost the sum of £25,000; and/or
- 3.11.2. demolition of a building or structure exceeding 10 metres in height.
- 3.12. Any liabilities arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land, buildings or any other property.
- 3.13. Any liabilities arising directly or indirectly from explosion or collapse of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation thereunder.

- 3.14 Any **Personal Injury** caused, or contributed to, by any participant to any other participant whilst participating in a match or a practice of any **Category 4 Sports** unless specified in **The Schedule**.
- 3.15 Any claims brought against the **Insured** in any country or jurisdiction outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- 3.16 Any liability directly or indirectly arising from **Fungus, Mildew** and Mould. Such exclusion shall include but not be limited to:
- 3.16.1. **Personal Injury, Property Damage** or medical payments or any advertising injury arising out of, resulting from, caused by, contributed to or in any way related to the existence, inhalation or exposure to any **Fungus/fungi** and/or Spore(s);
- 3.16.2. Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any **Fungus/fungi** or Spore(s); or
- 3.16.3. Any obligation to share with or repay any person, organisation or entity related in any way to items (i) and (ii) above regardless of any other cause, event, material, **Product** and or building component that contributed concurrently or in any sequence to the **Personal Injury** or **Property Damage**.
- 3.17. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed by asbestos in whatever form or quantity.
- 3.18. Any liability arising from an **Act of Terrorism**. This exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.
- 3.19. Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.
- 3.20. Any liability arising anywhere in the world in relation to, caused by, or contributed to, directly or indirectly, or howsoever arising from:
- 3.20.1. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment,
- 3.20.2. error in creating, amending, entering, directing, deleting or using Computer Equipment, or
- 3.20.3. total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.
- Computer Equipment shall mean and include data or part of data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, **Product** or service replacing existing Computer Equipment.
- 3.21. **Personal Injury** arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C or Cancer in any form, howsoever these illnesses may have been acquired or may be named.
- 3.22. Any form of performance, surety, credit or financial guarantee.
- 3.23. Any award for liquidated, punitive, aggravated or exemplary damages including all fines and penalties.
- 3.24. Claims caused by or arising out of arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.
- 3.25. Coverage hereunder excludes (but not limited to) the following sports or activities unless otherwise specifically agreed and documented to that effect:
- 3.25.1. Acrobatics, Canoeing, Cardiac referral classes, Caving, Circus/aerial arts, Complimentary therapies, Crossfit, Dance Schools, Grappling, Kayaking, Medical malpractice, medical rehabilitation, Shiatsu and Reiki therapies, Rock Climbing, Wrestling and all other sports coaching unless referred and agreed by **Us**.
- 3.25.2. Martial Arts which are not integrated into a fitness class.
- 3.25.3. Pole dancing, sports massage or sports therapy undertaken at a private residence.
- 3.26. Indemnity is provided for individual instructors only and does not extend to include any other party whatsoever.
- 3.27. Coverage hereunder excludes any liability from participating in the fitness activities unless acting in the capacity of a **Qualified** instructor.
- 3.28. Economic or pecuniary loss where no **Personal Injury** or damage to tangible property occurs.

- 3.29. Any Liability directly or indirectly based upon, arising out of, or attributable to:
- 3.29.1. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
 - 3.29.2. the presence of artificial sun tanning equipment on the **Insured's** property.

Conditions

- 4.1. The **Insured** shall as a condition precedent to all rights to indemnity under this **Policy** give to **The Company** as soon as possible notice in writing of:
- 4.1.1. every **Occurrence** claim writ summons proceedings impending prosecution inquest and all information in relation thereto in respect of which there may arise liability covered by the **Policy**.
 - 4.1.2. every change materially varying any of the facts or circumstances existing at the commencement of this insurance that shall come to the knowledge of any officer of the **Insured**.
- 4.2. No admission offer promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of **The Company** who shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as **The Company** may reasonably require.
- 4.3. **The Company** may at any time pay the **Insured** the Indemnity Limit applicable to an **Occurrence** or **Period of Insurance** (less any sums already paid in respect of that **Occurrence** or period of insurance), or any lesser amount for which all claims arising out of that **Occurrence** or **Period of Insurance** can be settled. Thereafter **The Company** may relinquish the conduct and control of any such claims and be under no further liability in connection with them except in respect of Insuring Agreement (2). If the amount ultimately required to settle the claim exceeds the Indemnity Limit then provided that the balance including defence costs is insured under an excess policy **The Company** shall only pay under Insuring Agreement (2) such proportion of legal defence costs as the Indemnity Limit bears to the total settlement amount.
- 4.4. In the event of an **Occurrence**, the **Insured** shall immediately take at its own expense all reasonable steps, including recall of any of the **Insured's Products**, to prevent other **Personal Injury** or **Property Damage** from arising out of the same or similar conditions. Such expense shall not be recoverable under this **Policy**.
- 4.5. **The Company** shall be permitted but not obliged to inspect the **Insured's** property and operations at any time. Neither **The Company's** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe. **The Company** may examine and audit the **Insured's** books and records at any time during the **Policy** Period and extensions thereof within three years after the final termination of this **Policy**, as far as they relate to the subject matter of this insurance.
- 4.6. The inclusion of more than one person or organisation as **Insured** under this **Policy** shall not in any way preclude the right of any one insured person or organisation to claim against another. This provision however shall not under any circumstances operate to increase or aggregate the Indemnity Limits stated in **The Schedule**.
- 4.7.
- 4.7.1. The **Insured** has a duty to disclose to **The Company** before this **Policy** is entered into every matter known being a matter that:
 - (a) is known by the **Insured** to be a matter relevant to **The Company's** decision whether to accept any or all of the risks provided for in this **Policy** and if so on what terms;
 - (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.
 - 4.7.2. **The Company** may avoid this **Policy** in the event of any fraudulent failure by the **Insured** to comply with the duty of disclosure, or any fraudulent misrepresentation.
 - 4.7.3. If the **Insured** fails to comply with the duty of disclosure or makes a misrepresentation to **The Company** before this **Policy** was entered into and if **The Company** is not thereby entitled to avoid the contract **The Company's** liability in respect of any claim shall be reduced to the amount which would place **The Company** in the position in which it would have been if this failure had not occurred or the misrepresentation had not been made.
 - 4.7.4. If the **Insured** makes any claim fraudulently **The Company** may refuse indemnity in respect of it.
- 4.8. Notwithstanding Exclusion 3.5. and provided the **Insured** is not more specifically insured under any other policy **The Company** will indemnify the **Insured** in the terms of this **Policy** in respect of **Personal Injury** or **Property Damage**.
- 4.8.1. caused by any motor **Vehicle** owned by or in the possession of or being used by or on behalf of the **Insured** which is:
 - (a) not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation;

(b) designed or adapted primarily for use as a tool but this indemnity shall not apply to liability in respect of which any road traffic legislation requires insurance or security.

4.8.2. arising during the act of loading or unloading a motor **Vehicle** or the bringing to or taking away of a load from such **Vehicle**.

4.9. Notwithstanding Exclusion 3.5. **The Company** will indemnify the **Insured** and no other person in the terms of this **Policy** in respect of **Personal Injury** or **Property Damage** arising out of the use of any motor **Vehicle** not the property of or provided by the **Insured** and being used in the course of The Business.

The Company shall not be liable in respect of:

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

4.9.2. **Personal Injury** or **Property Damage** arising while such **Vehicle** is being driven by the **Insured**.

Provided that **The Company** shall not be liable if the **Insured** is entitled to indemnity under any other insurance.

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

Professional Indemnity

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

Operative Clause

- 5.1. In consideration of the payment of the premium by the **Insured** **The Company** will indemnify the **Insured** against any **Claim** or **Claims** (including all legal costs and expenses which the **Insured** shall become liable to the claimant) up to but not exceeding in the aggregate for all **Claims** under this **Policy**, the Total Sum Insured (Limit of Indemnity) specified in **The Schedule** arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of the **Insured's** legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with **The Business**, provided that the **Claim** or **Claims** are:
- 5.1.1. made against the **Insured** during the **Period of Insurance** specified in **The Schedule** and,
 - 5.1.2. notified as soon as possible in writing to **The Company** by the **Insured** during the period of insurance,
 - 5.1.3. arising out of any act, error or omission which occurred subsequent to the retroactive date specified in the **Schedule**.
 - 5.1.4. arising out of any acts, errors or omissions occurring in the **Territorial Limits**.

Extension

- 6.1. **The Company** will indemnify the **Insured** against any **Claim** or **Claims** arising in respect of libel, slander, defamation up to but not exceeding the Limit of Indemnity specified in **The Schedule**.

Limit of Indemnity

- 7.1. The Liability of **The Company** under this **Policy** in respect of any one **Claim** or aggregate for all **Claims** in any one **Period of Insurance** shall not exceed the Limit of Indemnity specified in **The Schedule**.

Legal Costs

- 8.1. **The Company** will pay all costs, fees and expenses incurred with the prior consent of **The Company** by the **Insured** in the defence of settlement of a **Claim** or **Claims** made against the **Insured** but not exceeding in total the limit of indemnity referred to in **The Schedule**.

Exclusions

- 9.1. This **Policy** does not indemnify the **Insured** against any **Claim** or **Claims**:
- 9.1.1. (a) made or threatened or in any way intimated prior to the inception date of the **Policy**.
(b) arising from any **Known Circumstance**.
 - 9.1.2. 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**.
 - 9.1.3. arising from the conduct of any business not conducted for the benefit of or on behalf of the **Insured** named in **The Schedule**.
 - 9.1.4. 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**.
 - 9.1.5. as a result of the insolvency, bankruptcy or liquidation as the case may be of the **Insured**.
 - 9.1.6. arising from the sale or supply of goods by or on behalf of the **Insured**.
 - 9.1.7. brought against an **Insured** arising directly or indirectly out of physical assault or interference as a consequence thereof.
 - 9.1.8. brought against the **Insured** arising directly or indirectly from the use of non medically prescribed drugs.

- 9.1.9. 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.
- 9.1.10. directly or indirectly caused by riots and/or strikes or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nuclear fission, nuclear fusion or radioactive contamination. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory.
- 9.1.11. brought against the **Insured** in any country or jurisdiction outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 9.1.12. 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**.

- 9.2. This **Policy** does not indemnify the **Insured** against any liability to pay liquidated, punitive, exemplary or aggravated damages.
- 9.3. This **Policy** does not indemnify the **Insured** against any liability to pay any fines and/or penalties imposed by law.
- 9.4. This **Policy** does not indemnify the **Insured** against any liability to pay any trading debts.
- 9.5. 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.
- 9.6. This **Policy** does not indemnify the **Insured** against any liability caused by or arising out of the discharge, dispersal, release or escape of Pollutants whatsoever. For the purpose of this exclusion, Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste – waste includes material to be recycled, reconditioned or reclaimed.
- 9.7. This **Policy** excludes **Claims** arising out of, relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind.

General Conditions

Applicable to both sections of this **Policy** wording.

10.1. 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.

10.2. 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.

10.3. 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.

10.4. **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.

10.5. **Queen's Counsel**

The Company shall not require the **Insured** to contest any legal proceedings in respect of any **Claim** against the **Insured**, nor shall the **Insured** require **The Company** to contest, on its behalf, any legal proceedings in respect of any such **Claim** unless a Queen's Counsel (to be mutually agreed upon by the **Insured** and **The Company**) shall advise that such proceedings should be contested. In formulating his advice Counsel shall take into consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely costs of defence and the prospects of the **Insured** successfully defending the action. The cost of such Queen's Counsel opinion shall, for the purposes of this **Policy**, be regarded as part of the costs of defence.

In the event that Counsel advises that, having regard to all the circumstances the matter should not be contested but should be settled, providing settlement can be achieved within certain limits which in Counsel's opinion are reasonable, then the **Insured** shall not object to any such settlement and shall immediately tender to **The Company** the excess (or excesses if more than one **Claim**) specified in **The Schedule**.

10.6. **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.

10.7. **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.

10.8. **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.

Cancellation

11.1. **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).

11.2. 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 **Us**. Thereafter no return premium will be payable. The **Insured** will be responsible for cancelling any Direct Debit Mandate (if applicable).

Claims Notification

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

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

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

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

Complaints Procedure

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

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

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

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

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

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

Contracts (Rights of Third Parties) Act 1999

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

Data Protection Act 1998

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

Proper Law of the Policy

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

Sanction Limitation and Exclusion Clause

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

SCE PFT Sports Liability 04.14

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SYDNEY

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