



Policy Wording
November 2022



SPORTS LIABILITY INSURANCE

Resolution Underwriting Holdings (Ireland) Ltd t/a Sportscover Europe

this insurance is underwritten by Resolution Underwriting Holdings
(Ireland) Ltd t/a Sportscover Europe which is regulated by the Central
Bank of Ireland CBI Ref C423592

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Welcome to Resolution Underwriting Holdings (Ireland) Ltd t/a Sportscover Europe

Resolution Underwriting Holdings (Ireland) Ltd t/a Sportscover Europe 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.

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.

Important Information

In addition to the Important Information below, please also refer to "Other Important Information" on page 26.

Information you have given us

In deciding to accept this Policy and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

At the commencement of the Period of Insurance or at the subsequent renewal of this Policy, if You are:

- a) a consumer, You must take reasonable care not to misrepresent any information or facts which might affect Our assessment or acceptance of this insurance;
- b) a commercial customer, You must disclose every material circumstance You know or ought to know, and provide a fair presentation of the information required to enable Us to assess Your insurance risk.

You must notify Us as soon as is practicable of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this Policy. For example, We would need You to notify Us:

- if You change or expand the Business activities stated in the Schedule;
- if any of Your Employees are to engage in work outside the Territorial Limits or Offshore;
- if You purchase, absorb or merge with another club, association, league or entity a company, whether in its entirety or a part interest, and want or intend the activities of that club, association, league or entity to be covered under this Policy.

These are just some examples and there may be other circumstances We would want You to tell Us about. Please refer to the "How to amend this insurance" section on page 27 of this Policy.

In addition You must notify Us of any additional information or change to the information provided at inception or renewal occurring during the Period of Insurance at which time We may apply an additional premium or other additional terms or conditions.

If You are unsure as to whether or not certain facts should be disclosed, or You would like to make changes to Your Policy please contact Your Broker or Us directly.

If You do not disclose all information Your insurance may not cover You fully, or at all.

Consequences of Incorrect Information

If We establish that You deliberately or recklessly provided Us with false or misleading information the Insurer will treat this insurance as if it never existed and decline all claims.

If We establish that You carelessly provided Us with false or misleading information it could adversely affect Your insurance and any claim. For example the Insurer may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. The Insurer will only do this if We provided You with insurance cover which We would not otherwise have offered; or
- amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness; or
- the Insurer may reduce the amount the Insurer pays on a claim in the proportion the premium You have paid bears to the premium We would have charged You; or
- cancel Your insurance in accordance with the "General Conditions: 4. Cancellation" on page 24.

We or Your Broker will write to You if the Insurer:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of Your insurance.

Choice of Law and Jurisdiction

Under the laws of the countries comprising the **Republic of Ireland** the parties to the contract have the right to request the law which will apply. In the absence of any agreement to the contrary, the laws of the Republic or Ireland will apply unless, at the commencement of the **Period of Insurance**, the **Insured** is either:

- i) a resident of; or

ii) a business with its registered office or principal place of business is situated in;

the Republic of Ireland, Europe in which case (in the absence of agreement to the contrary) the law of that country will apply.

Language

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

Renewal of this insurance

When Your Policy is due for renewal, We may offer to renew it for You automatically. This means You do not need to confirm Your intention to renew before this Policy ends. If We offer to do this for You, We will write to Your Broker or You directly at least 21 days before the Period of Insurance ends with full details of Your next year's premium and Policy terms and conditions. If You do not want to renew this Policy, please contact Your Broker or Us directly. Occasionally, We may not be able to offer to renew Your Policy. If this happens, We will write to Your Broker or You directly at least 21 days before the expiry of Your Policy to allow enough time for you to make alternative insurance arrangements.

By entering into this insurance contract We accept that You have made a reasonably clear and accessible presentation of the risk, in accordance with Section 3(3)(b) of the Insurance Act 1964.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by Resolution Underwriting Holdings (Ireland) Ltd t/a Sportscover Europe Europe Limited.



Authorised Signatory

**Resolution Underwriting Holdings (Ireland) Ltd t/a Sportscover
Europe Europe Limited**

Sports Liability Policy

The Contract of Insurance

Your Policy is made up of several parts which must be read together as they form Your contract of insurance with Us. Please take time to read all parts of the Policy to make sure they meet Your needs and that You understand the terms, conditions and exclusions. If You wish to change anything or there is anything You do not understand, please let Your insurance Broker know.

The parts of the Policy which form Your contract of insurance with Us are:

- the Important Information
- the proposal, presentation of the risk, or any other information supplied by You or on Your behalf the Policy Definitions; the Insuring Agreements; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy
- the sections of cover selected by You (as shown on the Schedule)
- the Exclusions and Conditions which apply to the sections selected by You
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Important

It is important that You

- check that the Sections You have requested are included in the Schedule;
- check that the information You have given Us is accurate and tell Us if it is not – see the “Information you have given us” Section on page 2;
- comply with Your duties under each Section and under the insurance as a whole.

If this Policy does not meet Your requirements, if there are any inaccuracies or if Your requirements change, You should contact Your Broker at Your earliest opportunity.

General Definitions

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

- 1.** Abuse or Molestation means any physical, mental or emotional abuse including but not limited to harassment or bullying, voyeurism, invasion of privacy, mistreatment or maltreatment, neglect, any act of a sexual nature or any act undertaken with a sexual motive or any situation where You had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental and/or emotional) of a victim and were in breach of that duty to protect those in Your care either through negligence or vicariously for the acts and/or omissions of Your Employees, Members or Volunteers.
- 2.** Act of Terrorism/Terrorism means an act, including but not limited to the use of force or violence and/or threat of an act of terrorism, 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.
- 3.** Aircraft means any vessel, craft, Vehicle, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes.
- 4.** Bodily Injury means death, injury, illness, disease, mental anguish or nervous shock of or to any person.
- 5.** Broker means the insurance broker who arranged this insurance for You, where applicable.
- 6.** Business of the Insured is that of a sporting club and/or member of the sporting association, league or entity stated in the Schedule. The business includes all activities connected with the Sport or activity including responsibilities as landlord, tenants, property owners and organisers of social and fund-raising

activities.

- 7.** 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.
- 8.** Claim means:
 - 8.1.** any Claim made against the Insured;
 - 8.2.** the receipt of written notice from any person of an intention to make a Claim against the Insured; irrespective of whether the amount of the claim is likely to be within or above the amount of the Excess, if applicable, specified in the Schedule.
- 9.** Coach/Referee means a Member of the club, association, league or entity who is accredited and qualified in accordance with the requirements of the Sport or activity nominated in the Schedule and/or a person with a minimum of coaching or refereeing experience in the nominated Sport or activity, indicated in the Schedule.
- 10.** Company's Computer System means a computer system leased, owned or operated by or which is made available or accessible to the Insured for the purpose of storing and processing the Insured's electronic data or software.
- 11.** Compensation means damages awarded to claimants and includes interest which may be awarded upon damages or incurred upon a judgment debt and claimants' costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated or exemplary damages.
- 12.** Costs and expenses means:
 - 12.1.** Claimant's costs and expenses arising in respect of any claim against You which may be the subject of Indemnity under this Policy.
 - 12.2.** All costs and expenses incurred by You with Our written consent in respect of any claim against You and for which You may be entitled to Indemnity under this Policy.
 - 12.3.** Costs and expenses of legal representation at any coroner's inquest or fatal accident inquiry in respect of any death.
- 13.** Cyber Event means any:
 - 13.1.** Damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of personal information in any form;
 - 13.2.** Loss, theft or unauthorized disclosure of personal information (personal data) or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing);
 - 13.3.** Unauthorized access to or use of any personal information (personal data) or confidential information other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) occurring in the company's computer system;
 - 13.4.** Non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;
 - 13.5.** Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the company's computer system; and/or
 - 13.6.** Breach of laws and regulations pertaining to privacy and resulting from items 1., 2., 3., 4., and 5., above.
- 14.** Employee means any person who is:
 - 14.1.** employed under a contract of service or apprenticeship with You;
 - 14.2.** a labour master or person supplied by him;
 - 14.3.** employed by labour only sub-contractors;
 - 14.4.** self-employed and working for You and under Your control;
 - 14.5.** hired to or borrowed by You;
 - 14.6.** supplied to You for the purpose of study work or training experience;
 - 14.7.** a prospective employee who is undergoing practical work experience whilst being assessed by

You as to his or her suitability for employment;

- 14.8.** a voluntary helper while working under Your supervision and control and in connection with the Business; or
- 14.9.** 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.
- 15.** Excess means the first amount of any Claim payable by the Insured, specified in the Schedule.
- 16.** 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.
- 17.** Indemnity / Indemnify/ Indemnified / Indemnifiable means the principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the applicable policy limits and excess.
- 18.** Insured means You and at Your request:
- 18.1.** any director, executive officer, committee member, office-holder, Employee, Coach of the club, association, league or entity but only whilst acting within the scope of their duties in such capacity;
- 18.2.** any registered Member of the club, association, league or entity or voluntary worker but only whilst acting in connection with club, association, league or entity activities and whilst conforming to the rules and by-laws. The Member will only be entitled to Indemnity under this Policy to the extent that said Member is not entitled to Indemnity under any other Policy of insurance;
- 18.3.** any owner of plant in respect of the hire of said plant to the club, association, league or entity named in the Schedule but only to the extent required under written contract or agreement;
- provided that if Indemnity is extended to any party described in paragraphs 18.1 to 18.3 above that party will be subject to the terms of this Policy so far as they can apply and in any event the Insurer's liability will not exceed the applicable limit of indemnity specified in the Schedule.
- 19.** Insurer means Allianz Global Corporate & Specialty.
- 20.** 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.
- 21.** Medical Persons means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.
- 22.** Member means any Member, temporary player or other person actively engaged in and appropriately registered for the purpose of playing the Sport or activity specified in the Schedule.
- 23.** Occurrence means an event, including continuous, repeated exposure to substantially the same general condition, which results in Bodily Injury or Property Damage neither expected nor intended from the stand point of the Insured.
- 24.** Offshore means from the time of embarkation by an Employee onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that Employee from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel. For the purpose of this definition "offshore installation" does not include includes wind farms which are deemed not to be offshore.
- 25.** Period of Insurance means the Period of Insurance stated in the Schedule.
- 26.** Policy means:
- 26.1.** all the terms, conditions, definitions, exclusions and limitations contained in this Policy; and
- 26.2.** the Schedule; and
- 26.3.** any endorsements attaching to and forming part of this Policy, either at inception or during the Period of Insurance.
- 27.** Pollution means:
- 27.1.** pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
- 27.2.** all loss, damage or injury directly or indirectly caused by such pollution or contamination.

- 28.** 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.
- 29.** Product means any property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured for the purpose of the Sport specified in the Schedule. For the purpose of clarity, "Product" is deemed to include food and drink sold or supplied by You as part of the Sport.
- 30.** Products Liability means any liability of the Insured Indemnifiable under "Insuring Agreements (what is covered): 1" of the Public & Products Liability Section of this Policy which arises directly or indirectly out of a Product or any defect or failure of a Product.
- 31.** Property Damage means accidental loss of or damage to property and includes loss of use of property.
- 32.** Public Liability means any liability of the Insured Indemnifiable under "Insuring Agreements (what is covered): 2" of the Public & Products Liability Section of this Policy other than Products Liability.
- 33.** Schedule means the document issued to the Insured and which specifies the particular details of this insurance including the Insured's details the Period of Insurance and the limit of indemnity and which forms part of this Policy.
- 34.** Sport means being physically engaged in the Sport(s) or activity specified in the Schedule and includes all official activities connected therewith.
- 35.** Territorial Limits means
- 35.1.** the Republic of Ireland and Europe;
- 35.2.** elsewhere in the world in respect of;
- any act or omission occurring within the territories specified in 35.1 above;
- the acts or omissions of persons normally resident in the territories specified in 35.1 above but temporarily engaged in the Business outside those territories;
- unless otherwise specified on the Schedule.
- 35.3.** elsewhere in the world excluding the United States of America and Canada, their territories, possessions, dependencies or protectorates in respect of Bodily Injury or Property Damage caused by Products, unless otherwise specified on the Schedule.
- 36.** Republic of Ireland means the 26 counties of Ireland and not including Northern Ireland.
- 37.** Vehicle means any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal power.
- 38.** Watercraft means any vessel, craft, Vehicle or appliance made or intended to float on or in or travel on or through or under water.
- 39.** We/Us/Our means Resolution Underwriting Holdings (Ireland) Ltd t/a Sportscover Europe Europe Limited as underwriting agent of the Insurer.
- 40.** You means the club, association, league or entity named in the Schedule.

Public & Products Liability Section

Insuring Agreements (what is covered)

(Applicable to this Public & Products Liability Section only)

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

1. to Indemnify the Insured for their legal liability to pay Compensation; and
2. Costs and expenses incurred with Our consent; as
a result of
 - a) accidental Bodily Injury to any person other than any Employee; or
 - b) accidental Property Damage; or
 - c) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water:
caused by an Occurrence during the Period of Insurance, in connection with the Business and within the Territorial Limits.

Extensions of cover

(Applicable to this Public & Products Liability Section only)

1. Defective Premises Act
 - 1.1. The Insurer will Indemnify the Insured in the terms of this Policy against legal liability incurred by the Insured under Section 3 of the DEFECTIVE PREMISES BILL 1982. Order 1975 in respect of Bodily Injury or damage occurring within a period of seven years from the expiry or cancellation of this Policy.
 - 1.2. This Indemnity does not apply to any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.
 - 1.3. The Insurer will not be liable under this extension if the Insured is entitled to Indemnity under any other insurance.
2. Consumer Protection Act
 - 2.1. The Insurer will Indemnify the Insured up to the limit of indemnity in respect of
 - 2.1.1. the costs of prosecution awarded against the Insured and any the Insured's Employees; and
 - 2.1.2. legal fees and expenses incurred with Our consent;in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of the Consumer Protection Act 2022 or the Food Safety Authority of Ireland Act 1998 as long as the proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business.
 - 2.2. The Indemnity will not apply:
 - 2.2.1. where Indemnity is provided by any other insurance;
 - 2.2.2. in respect of proceedings resulting from any deliberate act or omission.
3. Contingent Vehicle Liability
 - 3.1. Despite "Exclusion 7" of this Section of this Policy and provided the Insured is not more specifically insured under any other Policy the Insurer will indemnify the Insured in the terms of this Policy in respect of Bodily Injury or Property Damage:
 - 3.1.1. caused by any Vehicle owned by or in the possession of or being used by or on behalf of the Insured which is:
 - a. not 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 will not apply to liability in respect of which any road traffic legislation requires insurance or security.

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

but the Insurer will not Indemnify the Insured against legal liability resulting from a Vehicle being used outside the Republic of Ireland.

Limit of Indemnity

(Applicable to this Public & Products Liability Section only)

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

- a) the Insurer's aggregate liability in respect of Products Liability during any Period of Insurance will not exceed the limit of indemnity specified in the Schedule;
- b) Costs and expenses will be payable;
 - i) in addition to the applicable limit of indemnity specified in the Schedule;
 - but;
 - ii) in respect of the acts or omissions of persons normally resident in the territories specified in subparagraph 35.1 of "General Definitions - 35" whilst engaged for the purposes of the Business in temporary visits to the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada Costs and expenses will be payable in addition to the applicable limit of indemnity up to a further amount equal to the applicable limit of indemnity;

unless this insurance is specifically endorsed to the contrary.

Exclusions (what is not covered)

(Applicable to this Public & Products Liability Section only)

The Insurer will not Indemnify the Insured against legal liability:

- 1. directly or indirectly arising out of Bodily Injury to any Employee arising out of or in the course of employment by You in the Business.
- 2. for damage to property owned, leased or hired by or under hire purchase or loaned to the Insured or otherwise in the Insured's or the Insured's Employees care, custody or control, but this exclusion does not apply to:
 - a. premises (including its contents) and other property temporarily occupied by the Insured for the purpose of the Sport;
 - b. Employee's and visitor's clothing and personal effects for an amount not exceeding Eur 10,000. In respect of any such Occurrence the Insured will bear the first Eur 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 will bear the first Eur 100 of each and every claim.
- 3. for malicious damage caused by any Insured or others for whom the Insured is responsible.
- 4. for damage to or loss of or the cost of repair, reconditioning, replacement, removal or recalling of any Product or component part.
- 5. caused by or arising out of any Products which
 - to Your knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies or protectorates; or
 - are sold, supplied, erected, repaired, altered, treated, installed in or for use in any Aircraft, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes.
- 6. arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the Insured of:
 - 6.1. any Aircraft or hovercraft, or
 - 6.2. any property or structure used as a Landing Area for Aircraft provided such liability arises out of such use as a Landing Area, or

- 6.3.** any Watercraft or vessel exceeding 8 metres in length; but this Exclusion 6.3 will not apply with respect to operations by independent contractors.
- 7.** arising out of the ownership, maintenance, operation or use by or on behalf of the Insured of any Vehicle.
- 8.** of any Insured directly or indirectly arising out of:
 - 8.1.** assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any Insured.
 - 8.2.** sexual assault, sexual harassment, or rape
 - 8.3.** actual or alleged Abuse or Molestation, including but not limited to the employment, supervision, reporting to the proper authorities, failure to so report or retention of any person.
- 9.** arising out of the giving or failure to give professional advice or service by the Insured or any error or omission in the giving of professional advice or service but 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.
- 10.** 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;
 - 10.1.** an alteration or addition not exceeding in cost the sum of Eur 25,000; and/or
 - 10.2.** demolition of a building or structure exceeding 10 metres in height.
- 11.** arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land, buildings or any other property.
- 12.** 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.
- 13.** for any Bodily Injury caused, or contributed to, by any participant to any other participant whilst participating in the Sport, match or practice of any Category 4 Sports unless specified in the Schedule.
- 14.** directly or indirectly arising from Fungus, Mildew and Mould. This exclusion includes but is not limited to:
 - 14.1.** Bodily Injury, Property Damage or medical payments arising out of, resulting from, caused by, contributed to by the existence, inhalation or exposure to any Fungus/fungi and/or Spore(s);
 - 14.2.** 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
 - 14.3.** Any obligation to share with or repay any person, organisation or entity related in any way to items 14.1 and 14.2 above regardless of any other cause, event, material, Product and or building component that contributed concurrently or in any sequence to the Bodily Injury or Property Damage.
- 15.** Any actual or alleged liability for any Claim in respect of loss or losses directly or indirectly arising out of, resulting from, caused by or contributed to by asbestos in whatever form or quantity.
- 16.** Any liability arising from an Act of Terrorism, including liability for death, injury, illness, loss, damage, cost or expense 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.
- 17.** arising out of any actions for defamation, libel, slander or breach of copyright.
- 18.** for any Bodily Injury arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C, Cancer or Chronic Traumatic Encephalopathy (CTE) in any form, howsoever these illnesses may have been acquired or may be named.
- 19.** for any form of performance, surety, credit or financial guarantee.
- 20.** for any 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.
- 21.** for any economic or pecuniary loss where no Bodily Injury or damage to tangible property occurs.
- 22.** for any liability directly or indirectly based upon, arising out of, or attributable to:
 - 22.1.** the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
 - 22.2.** the presence of artificial sun tanning equipment on the Insured's property.

- 23.** caused by or arising out of
 - 23.1.** advice, design or specification given by the Insured for a fee; or
 - 23.2.** professional services rendered by the Insured or on the Insured's behalf.

Conditions

(Applicable to this Public & Products Liability Section only)

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

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

Professional Indemnity Section

Definitions

(Applicable to this Professional Indemnity section only)

1. Claims Made means Claims made during the Period of Insurance.
2. Insured, as defined under the "General Definitions", automatically extends to include the Qualified Person who committed or is alleged to have committed the negligent act, error or omission giving rise to a Claim, provided that the Qualified Person is subject to and complies with the terms of this Policy so far as they can apply.
3. Known Circumstance means any circumstance or Claim in respect of which the Insured are entitled to indemnity under this policy and of which the Insured are aware, or ought reasonably to be aware, at the commencement of the Period of Insurance, whether notified under any other insurance or not.
4. Qualified means that person has either the necessary and appropriate:
 - 4.1. qualifications and/or registration and/or accreditation and/or licensing from an accredited sports institute or the Sport's national association or governing body; or
 - 4.2. authorisation from the Sport's national association or governing body or its regional representative to whom or which this authority is devolved.
5. Qualified Person means a Qualified person appointed by the club, league or association noted in the Schedule to act as a Coach/official but only whilst acting in the scope of their duties in such capacity.
6. Retroactive Date means the date specified in the Schedule as the Retroactive Date.
7. the Sport means the sport(s) in which the club, league or association engages, specified in the Schedule and includes all official activities connected with the sport(s).

Insuring Agreements (what is covered)

(Applicable to this Professional Indemnity section only)

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

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

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

- a) as soon as reasonably practicable after the Insured becomes aware of those circumstances; and
- b) before the expiry of the Period of Insurance;

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

Extension of cover

(Applicable to this Professional Indemnity section only)

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

Limit of Indemnity

(Applicable to this Professional Indemnity section only)

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

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

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

Exclusion (what is not covered)

(Applicable to this Professional Indemnity section only)

The Insurer will not indemnify the Insured against any Claim nor Costs and expenses following any Claim made or threatened or in any way intimated before the inception date of this Policy or concerning any Known Circumstance.

Employers' Liability Section

Definition

(Applicable to this Employers' Liability Section only)

1. You means the club, association, league or entity named in the Schedule and at Your request:
 - 1.1. any director or Employee while acting on behalf of or in course of their employment or engagement with You in respect of liability for which You would have been entitled to Indemnity under this Policy if the claim against any such person had been made against You.
 - 1.2. any of Your Members.
 - 1.3. any officer, member or Employee of Your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
 - 1.4. 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.
 - 1.5. 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 1.1 to 1.5 above that party is subject to the terms of this Policy so far as they can apply and in any event the Insurer's liability will not exceed the limit of indemnity.

Insuring Agreement (what is covered)

(Applicable to this Employers' Liability Section only)

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

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

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

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

Employers' liability compulsory insurance

(Applicable to this Employers' Liability Section only)

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

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

Extension of cover - Unsatisfied court judgments

(Applicable to this Employers' Liability Section only)

In the event that:

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

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

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

Limit of indemnity

(Applicable to this Employers' Liability Section only)

1. The amount specified in the Schedule as the limit of indemnity for Employers' Liability.

The Insurer's liability for all Compensation payable by the Insured to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the limit of indemnity.

The limit of indemnity will be the maximum amount payable including Costs and expenses.

2. Despite anything contained in paragraph 1 above, the Insurer's liability for Compensation and Costs and expenses payable by You in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising out of Terrorism will not exceed Eur 6,500,000.
3. Despite anything contained in paragraph 1 above, the Insurer's liability for Compensation and Costs and expenses payable by You in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising out in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or Products containing asbestos will not exceed Eur 6,500,000.

Exclusions (what is not covered)

(Applicable to this Employers' Liability Section only)

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

Condition

(Applicable to this Employers' Liability Section only)

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

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

General Extensions (what may be covered)

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

1. Contractual liability

Despite "General Exclusions (what is not covered): 2" of this Policy, the Insurer will Indemnify You under the applicable Section of this Policy, to the extent that any contract or agreement entered into by You with any Principal requires You to assume liability for Bodily Injury or loss of or damage to Property which arises out of the performance by You of such contract or agreement provided that:

- 1.1. the conduct and control of claims is vested in the Insurer;
- 1.2. the Indemnity granted by the Employers' Liability Section of this Policy will apply only in respect of Your liability to Your Employees; and
- 1.3. nothing in this extension will increase the Insurer's liability to pay more than the applicable limit of indemnity under the applicable Section of this Policy.

2. Prosecution Legal Expenses including corporate manslaughter

This extension applies only if the Schedule specifies that the Public & Products Liability Section and/or the Employers' Liability Section of this Policy is covered. In

the event of:

- 2.1. any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Safety, Health and Welfare at Work Act 2005, Corporate Manslaughter Bill 2016 or similar legislation in the Republic of Ireland; or
- 2.2. an incident which results in an inquiry ordered under the;

the Insurer will provide Indemnity against Costs and expenses incurred by You with the Insurer's written consent in representing You in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the Period of Insurance within the Republic of Ireland and in the course of the Business.

Conditions applicable to this Extension

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

Exclusions applicable to this Extension

- 2.7. This Indemnity will not apply to:
 - 2.7.1. proceedings in respect of any Bodily Injury deliberately caused by You; or
 - 2.7.2. persons other than You or any of Your directors, partners, proprietors or Employees.

3. Data Protection Legislation

This Extension operates on a claims-made basis. This means that the Insurer's will only Indemnify You for claims first made against You and notified to Us during the Period of Insurance

- 3.1. The Insurer will Indemnify You in respect of liability to pay:
 - 3.1.1. Compensation for damage or distress, as in the Data Protection Act 2018;
 - 3.1.2. Compensation for material or non-material damage which is the direct result of a breach of the GDPR;

including reasonable defence costs and expenses incurred with the Insurer's written consent, provided that any Claim for Compensation is first made against You during the Period of Insurance.

3.2. Limit of Indemnity

The Insurer's liability under this Extension is limited to 50,000 Euro in respect of any one claim and in total for all claims first made during any Period of Insurance.

3.3. Exclusions (what is not covered)

Indemnity will not apply in respect of;

- 3.3.1.** liability for indirect or consequential losses;
 - 3.3.2.** the payment of fines or penalties or liquidated damages;
 - 3.3.3.** the cost of replacing reinstating rectifying or erasing any data;
 - 3.3.4.** liability caused by or arising from a deliberate or intentional wrongful act or deliberate or intentional wrongful omission of any person eligible for an Indemnity under this Extension;
 - 3.3.5.** liability arising from or caused by any actual or alleged act or omission by You or of any person eligible for an Indemnity under this Extension, which occurred before the start of this Extension, if the result of that act or omission could reasonably have been expected to lead to a Claim;
 - 3.3.6.** liability arising solely because You did not comply with Your legal obligations set out under the Data Protection Act 2018 or the GDPR;
 - 3.3.7.** the costs and expenses of legal representation:
 - 3.3.7.1.** in the defence of any criminal proceedings brought against You;
 - 3.3.7.2.** in an appeal against conviction resulting from a prosecution;
- arising out of any actual or alleged breach of data protection legislation or regulation.

3.4. Conditions

3.4.1. The following are conditions of the insurance that You need to meet as Your part of this Extension. If You do not meet any of these conditions the Insurer may reject a claim or payment in respect of a claim could be reduced.

It is a condition of this Extension that You must:

- 3.4.1.1.** have in place an appropriate procedure to detect, report and investigate a personal data breach;
- 3.4.1.2.** only make a claim under this Extension where You have complied with 3.4.1.1. above.
- 3.4.2.** For the purposes of this Extension, any "Other Insurance" clause in Your Policy is replaced by either
 - 3.4.2.1.** Indemnity will not apply in respect of any sum under this Extension if cover for that sum is payable under another policy issued to You by Us (or would be but for the exhaustion of the limit of liability or the application of the excess amount under that other policy); or
 - 3.4.2.2.** if You make a claim for Indemnity under this Extension which is also covered by any other Insurer the Insurer will not pay more than their proportionate share;

as may be applicable.

In respect of each and every claim under this Extension Your Excess will be 10% of the amount of that claim or Eur 500 whichever is the greater.

General Exclusions (what is not covered)

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

- 1.** The Insurer will not Indemnify the Insured against any Claim or Claims nor Costs and expenses following any Claim:
 - 1.1.** 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.
 - 1.2.** arising from the conduct of any business not conducted for the benefit of or on behalf of the Insured named in the Schedule.
 - 1.3.** 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.
 - 1.4.** as a result of the insolvency, bankruptcy or liquidation as the case may be of the Insured.
 - 1.5.** brought against an Insured arising directly or indirectly out of physical assault or interference as a consequence.
 - 1.6.** brought against the Insured arising directly or indirectly from the use of non-medically prescribed drugs.
 - 1.7.** 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 the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents, or Chronic Traumatic Encephalopathy (CTE).
 - 1.8.** directly or indirectly caused by
 - 1.8.1.** actual or threatened riots, strikes or civil disorders or civil disobedience of any kind;
 - 1.8.2.** any security measures imposed in response to the circumstances expressed in 1.8.1;which may result in the closure of a venue or the prevention or suspension of access to a venue or to the non-participation by attendees or performers, whether voluntary or compulsory.
 - 1.9.** directly or indirectly caused by
 - 1.9.1.** war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power,
 - 1.9.2.** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - 1.9.3.** the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of an explosive nuclear assembly;provided that in respect of claims arising out of injury which form the subject of Indemnity under the Employers' Liability Section of this Policy "General Extensions (what may be covered) 1.9.2 and 1.9.3" will only apply to the legal liability assumed by You under any agreement which liability would not have attached in the absence of that agreement;
- 2.** The Insurer will not Indemnify the Insured in respect of liability assumed under a contract or agreement unless the Insured would have been liable in the absence of such contract or agreement.
- 3.** The Insurer will not Indemnify the Insured against any liability:
 - 3.1.** to pay liquidated, punitive, exemplary or aggravated damages.
 - 3.2.** to pay any fines and/or penalties imposed by law or by any club, sporting association or other sporting entity.
 - 3.3.** to pay any trading debts.
 - 3.4.** of the Insured or any Principal of the Insured arising solely from the duties of the Insured or Principal as a director or legal officer of any company.
 - 3.5.** in respect of any;
 - 3.5.1.** judgment award or settlement made within countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;
 - 3.5.2.** in respect of any order made anywhere in the world to enforce any judgment award or settlement either in whole or in part made within countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of

America or Canada;

other than in respect of the acts or omissions of persons normally resident in the territories specified in sub-paragraph 35.1 of "General Definitions - 35" whilst engaged for the purposes of the Business in temporary visits to the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.

4. The Insurer will not Indemnify the Insured against any Claim or Claims nor Costs and expenses following any Claim arising out of, relating directly or indirectly from or caused by or in any way involving reckless disregard and/or willful breach of duty of any kind.
5. The Insurer will not Indemnify the Insured in respect of any loss, damage, fees, costs, charges, expenses and/or liability arising directly or indirectly out of, or in any way related to any Cyber Event except to the extent of the indemnity provided under "General Extension 3 (Data Protection Legislation)" of this Policy.
6. The Insurer will not Indemnify the Insured in respect of any liability arising anywhere in the world in relation to, caused by, or contributed to by or directly or indirectly arising from:
 - 6.1. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment, or
 - 6.2. error in creating, amending, entering, directing, deleting or using Computer Equipment, or
 - 6.3. total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

For the purpose of this "General Exclusions (what is not covered): 6", "Computer Equipment" means 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.

The following General Exclusions (what is not covered) do not apply to the Employers' Liability Section of this Policy.

7. The Insurer will not Indemnify the Insured against legal liability:
 - 7.1. arising out of failure of any computer system 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.
 - 7.2. in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or Products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in been operative in the sequence of events resulting in a loss.
 - 7.3. caused by or arising out of the deliberate, conscious or intentional disregard of Your obligation to take all reasonable steps to prevent Bodily Injury or loss of or damage to Property.
 - 7.4. caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless such liability would have attached in the absence of those clauses or warranties.
 - 7.5. directly or indirectly caused by or arising from;
 - 7.5.1. an Act of Terrorism;
 - 7.5.2. 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.
 - 7.6. caused by or arising out of Pollution, but the Insurer will Indemnify You under the Public & Products Liability Section of this Policy against liability in respect of accidental Bodily Injury or accidental loss of or damage to Property caused solely by Pollution which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the Period of Insurance provided that;
 - 7.6.1. all Pollution which arises out of any one incident will be deemed to have occurred at the time that incident takes place;

7.6.2. the Insurer will not Indemnify You against liability in respect of Pollution happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and

nothing in this clause 7.6 will increase the Insurer's liability to pay more than the limits of indemnity specified in the Schedule in the aggregate in respect of damages, costs, fees and expenses awarded against the Insured during any Period of Insurance.

Claims Conditions

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

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

1. Notification

The Insured must comply with the requirements stated in "Other Important Information : How to make a Claim" on page 27.

2. Excess

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

In respect of each and every Claim against the Insured the amount of the Excess specified in the Schedule will be borne by the Insured at their own risk and uninsured. The Insurer will only be liable to Indemnify the Insured for the amount beyond the level of the Excess up to the amount of the applicable limit of indemnity.

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

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

3. Procedure for the defence and settlement of claims

3.1. No admission offer promise or payment must be made or given by or on behalf of the Insured without the Insurer's written consent.

3.2. The Insurer may, at their discretion:

3.2.1. take full responsibility for conducting, defending or settling any claim in Your name; and

3.2.2. take any action the Insurer considers necessary to enforce Your rights or their rights under this insurance, including to prosecute in the name of the Insured for the Insurer's own benefit any claim for damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any Claim and the Insured must give all such information and assistance as the Insurer may reasonably require.

4. Discharge of Liability

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

4.1.1. an Occurrence; or

4.1.2. the Period of Insurance;

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

4.2. Thereafter the Insurer may relinquish the conduct and control of those claims and be under no further liability in connection with them except in respect of "Insuring Agreements (what is covered): 2" of the Public & Products Liability Section of this Policy.

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

5. Other insurance

5.1. If in respect of any claim under this Policy there is any other insurance or Indemnity in Your

favour in force relative to that claim, or there would be but for the existence of this Policy, except in respect of defence costs payable in addition to the limit of indemnity under this Policy, the Insurer's liability will 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 that claim and subject always to the applicable limit of indemnity.

6. Claims co-operation

- 6.1.** The Insured must use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this Policy, and must as soon as reasonably practicable give all 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.
- 6.2.** The Insurer may, on the receipt by it of the notice from the Insured of any request, for Indemnity under this Policy, take whatever action that it considers appropriate to protect the Insured's position in respect of the Claim against the Insured. Any action by the Insurer in this respect will not be regarded:
 - 6.2.1.** as prejudicing its position under this Policy;
 - 6.2.2.** as or imply an admission by the Insurer of the Insured's entitlement to Indemnity under this Policy.
- 6.3.** Solicitors retained by the Insurer to act on behalf of the Insured in relation to any Claim against the Insured will at all times be at liberty to disclose to the Insurer any information obtained by the solicitors, whether from the Insured or elsewhere. The Insured waives all claim to legal professional privilege between the Insured and the Insurer which the Insured might otherwise have in respect of that information.

7. Remedy for fraud

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

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

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

General Conditions

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

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

1. Loss or suspension of registration

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

The Insured must give notice in writing to Us as soon as reasonably practicable if the statutory registration and/or licensing of a Qualified Person or the club (if the Insured specified in the Schedule is a club) lapses or is cancelled, suspended or terminated.

2. The Insurer will not require the Insured to contest any legal proceedings in respect of any Claim against the Insured.

The Insured cannot require the Insurer to contest, on its behalf, any legal proceedings in respect of any Claim unless a Counsel (to be mutually agreed upon by the Insured and the Insurer) advises that such proceedings should be contested.

In formulating the advice Counsel will take into consideration:

the economics of the matter, having regard to the damages and costs which are likely to be recovered by the Claimant;

the likely costs of defence and the prospects of the Insured successfully defending the Claim .

The cost of the Counsel opinion will, for the purposes of this Policy, be regarded as part of the costs of defence.

In the event 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 will not object to any such settlement and will as soon as reasonably practicable tender to the Insurer the applicable Excess (or Excesses if more than one Claim) specified in the Schedule.

3. Subrogation

The Insurer will 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.

4. Cancellation

Cooling off period

This insurance has a cooling off period of fourteen (14) days. Please see "How to cancel this insurance" on page 26 of this Policy.

After the cooling off period

You may cancel this insurance after the cooling off period by giving Us 30 days' notice in writing to Our address as stated in this Policy.

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

Non-payment of premium;

A change in risk occurring which means that We can no longer provide You with insurance cover;

Non-cooperation or failure to supply any information or documentation We request;

Failure to inform Us of changes to information provided by You or that have been requested by Us.

Return of premium (after the cooling off period)

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

Unless the premium has been calculated on any estimates provided by You;

if We cancel this insurance We will return that proportion of the premium stated in the Schedule as the time this Policy has been in force bears to the Period of Insurance; or

if You cancel this insurance We will return that proportion of the premium stated in the Schedule as the time this Policy has been in force bears to the Period of Insurance, less Eur 25 administration fee;

but if the premium at the commencement of the Period of Insurance has been calculated on any estimates provided by You, it will be adjusted in accordance with "General Conditions: 5. Adjustment of premium" on page 25.

However, despite paragraph 0 above if the Insurer has paid any claim, in whole or in part, You will not receive any refund of premium.

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

5. Adjustment of premium

Where the premium is provisionally based on Your estimates You must keep accurate records and within 90 days of the expiry of the Period of Insurance declare actual values as We require.

The premium will then be adjusted and any difference paid to Us or allowed to You.

Where the estimates include remuneration to Employees the required declaration must also include remuneration to all persons defined as Employees by this Policy.

Failure to declare these particulars to Us will entitle Us to estimate those actual values if We so wish and to assess further premium payment due, basing the calculation on Your original estimated values.

6. Remedy for breach of the duty of fair presentation

(1) Before this Policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this Policy was entered into, then:

- a) where the breach was deliberate or reckless, the Insurer may avoid this Policy and refuse all claims and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless and, but for the breach:
 - i) We would not have agreed to provide cover under this Policy on any terms: the Insurer may avoid this Policy and refuse all claims, but will return any premiums paid;
 - ii) We would have agreed to provide cover under this Policy, but on different terms (other than premium terms):
We may require that this Policy includes those different terms with effect from its start; and/or
 - iii) We would have agreed to provide cover under this Policy, but would have charged a higher premium:
 - a. if the discovery of the breach arose because of a claim, at Your option:
 - i. the Insurer will reduce proportionately the amount paid on a claim. The Insurer will pay only X% of what the Insurer would otherwise have been required to pay, where $X = \frac{\text{premium actually charged}}{\text{higher premium that would have been charged}} \times 100$; or
 - ii. the Insurer will pay the claim in full provided that You pay to Us the additional premium that We would have charged, but for Your breach of the duty of fair presentation, calculated from the start of the Period of Insurance.
 - b. If the discovery of the breach did not arise because of a claim You must pay to Us the additional premium that We would have charged, but for Your breach of the duty of fair presentation, calculated from the start of the Period of Insurance.

(2) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this Policy was agreed, then:

- a) If the breach was deliberate or reckless, the Insurer may terminate this Policy with effect from the date of the variation, and keep all premiums paid;
- b) where the breach was neither deliberate nor reckless and, but for the breach:
 - i) We would not have agreed to the variation on any terms:
We may treat this Policy as though the variation was never made, but will return any additional premiums paid in relation to the variation;
 - ii) We would have agreed to the variation, but on different terms (other than premium terms):
We may require that the variation includes those different terms with effect from the date the variation was made; and/or
 - iii) We would have agreed to the variation, but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did:
 - a. if the discovery of the breach arose because of a claim, at Your option:
 - i. the Insurer may reduce proportionately the amount paid on a claim arising out of events after the variation. In those circumstances, the Insurer will pay only Y% of what the Insurer would otherwise have been required to pay,

where $Y = \text{total premium actually charged divided by the premium that would have been charged} \times 100$. ; or

- ii. the Insurer will pay the claim in full provided that You pay to Us the additional premium that we would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.
- b. If the discovery of the breach did not arise because of a claim, You must pay to Us the additional premium that We would have charged, but for the breach of the duty of fair presentation, calculated from the date the variation was entered into.
- iv) where We would have agreed to the variation, but on different terms and We would also have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did:
 - a. We may require that the variation includes those different terms with effect from the date the variation was made; and
 - b. 2.(2)b)iii) as shown above will also apply.

Other Important Information

How to cancel this insurance

This insurance has a cooling off period of fourteen (14) days. You have a statutory right to cancel Your Policy within fourteen (14) days from the day of purchase or renewal of the contract or the day on which You receive Your Policy or the renewal documentation, whichever is the later.

from either:

- the date You receive this insurance documentation; or
- the start of the Period of Insurance

whichever is the later.

We will provide a full refund of the premium paid, but You will not receive any refund of premium if You have made a claim on this insurance. Cancellation at any other time will be as detailed in "General Conditions: 4 Cancellation" on page 24 of this Policy.

Important Note

The Consumer Insurance Contracts Act 2019 sets out situations where failure by a policy holder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

How to amend this insurance

If You would like to make changes to Your Policy please contact Your Broker or Us directly.

In deciding to provide this insurance and in setting the terms and premium, We have relied on the information You have given Us. If You are aware of any material changes to the information provided or if You become aware of any material changes You must tell Us about those changes. You must take care when answering any questions We ask by ensuring that all information provided is accurate and complete.

If You need to change the information You have given Us please contact Your Broker or Us directly as soon as reasonably practicable on becoming aware of that change.

Information is material if it could:

- a. affect Our assessment of the risk, or
- b. it could mean that We may need to change the terms or premium or both, or
- c. mean that We may not be able to cover that aspect of risk, or
- d. mean that We may no longer be able to provide You with insurance cover.

If You are unsure whether a change to the information You have given Us is material please contact Your Broker or Us directly.

REMEMBER - failure to notify Us of changes may affect any claim You make.

How to make a Claim

If an event giving rise to a Claim under this Policy occurs please, as soon as practically possible, contact the Broker who arranged this insurance or Resolution Underwriting Holdings (Ireland) Ltd t/a Sportscover Europe , quoting your policy number. Our contact details are:

Post: Resolution Underwriting Holdings (Ireland) Ltd t/a Sportscover Europe Europe Ltd,
John Street Business Park, John Street, Ardee, Co.Louth, Republic of Ireland

Telephone: +353 87 1008 8001

Email: james.mouatt@ruhil.ie

Things you must do...

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

1. give notice in writing to Us as soon as reasonably practicable of the discovery of any Occurrence, or circumstance which may give rise to a claim under this Policy.
2. notify Your Broker or Us directly as soon as possible giving full details of what has happened.
3. comply with any reasonable request made by Us for information in relation to any claim made under this Policy.
4. forward to Your Broker or Us directly as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against You, any letter, Claim, summons or other legal document and any related correspondence You receive unanswered.
5. inform Us as soon as reasonably practicable of the notice of any impending prosecution or inquest which may give rise to a claim under this Policy and comply with any reasonable request made by Us.
6. not admit liability or offer or promise or agree to settle any Claim without the Insurer's written permission.
7. take all reasonable care to limit any loss, damage or injury.

How We will deal with your claim

The procedures differ across the Sections of this Policy in order to reflect the different types of claim You might have. Please see the Claims Conditions on page 20 of this Policy.

How to make a complaint

Resolution Underwriting Holdings (Ireland) Ltd t/a Sportscover Europe's aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, contact Resolution Underwriting Holdings (Ireland) Ltd t/a Sportscover Europe or Your Broker where applicable. In the event that You remain dissatisfied and wish to make a complaint, You can do so at any time. Making a complaint does not affect any of Your legal rights. Please contact Us at:

Post: Resolution Underwriting Holdings (Ireland) Ltd t/a Sportscover Europe Europe Ltd,
John Street Business Park, John Street, Ardee, Co.Louth, Republic of Ireland

Email: james.mouatt@ruhil.ie

Compensation (Financial Services Compensation Scheme)

Allianz Global Corporate & Specialty are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if Allianz Global Corporate & Specialty is unable to meet its obligations to You under this Policy. If You were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this Policy. Further information about the Scheme is available from the Financial Services Compensation Scheme.

Rights of Third Parties

A person who is not a party to this Policy has no right under the Consumer Insurance Contracts Act 2019 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Privacy Notice

Data Privacy Notice

How we use Your data

We and the Insurer may use personal information in order to write and administer this Policy, including any claims arising from it.

This information may include basic contact details such as names, addresses, and policy number, but may also include more detailed personal information about individuals (for example, their age, health, details of assets, claims history) where this is relevant to the risk We are underwriting on the Insurer's behalf or services the being provided or to a claim that is being reported.

The Insurer is part of a global group and information may be shared with their group companies in other countries as required to provide coverage under this Policy or to store information. The Insurer also use a number of trusted service providers, who will also have access to personal information subject to the Insurer's instructions and control.

Individuals have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This notice represents a condensed explanation of how the Insurer uses personal information. For more information, please refer to their Data Privacy Notice. The Insurer's full Data Privacy Notice can be found at <https://www.agcs.allianz.com/site-tools/privacy/>. This explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read the Notice carefully as it also informs You about Your rights concerning Your personal data and how you can get in touch with Allianz Global Corporate & Specialty SE, in case You have questions or need additional information and support in this regard.

Sanctions

We try Our best to ensure that We do not offer insurance to anyone which is in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the Republic of Ireland. However, if We have done this unintentionally You should consider that, regardless of what this Policy says, We do not provide any insurance, nor will the Insurer pay any claim or provide any benefit if doing so would constitute a breach of any sanction.

Taxes

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