

**COBRA Corporate  
Solutions Limited**



## **Amateur Football Scheme**

**Public Liability Policy Wording**

**Leagues**

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## Introduction:

Welcome to the Amateur Football Public Liability Scheme. This Policy is underwritten by Tokio Marine Europe Insurance Limited (the Company) and administered by COBRA Insurance Brokers Limited (the Policyholder's insurance advisor)

As a legal contract between the Company and the Policyholder it is important that you take the time to read this document checking all the details stated in the Schedule and Specifications (which are attached and form an integral part of the Policy wording) that it reflects your understanding of the cover and meets your requirements.

The Policyholder or the Policyholder's insurance advisor must notify the Company as soon as is reasonably practicable if there is a discrepancy omission or if the Policyholder's insurance requirements change.

## Complaints procedure:

The Company is committed to providing the Policyholder with the very highest level of service at all times. However if the Policyholder feels that the Company's service has fallen short of their expectation the Policyholder may contact the Company at any time with their complaint.

The first point of contact should be with the Policyholder's insurance advisor who arranged the Policy for the attention of the Compliance Manager at the following address:

**Compliance Manager:** Jan Staniforth  
**Company:** COBRA Insurance Brokers Limited  
**Address:** 1<sup>st</sup> Floor,  
Quadrant House  
Croydon Road  
Caterham  
Surrey  
CR3 6TR  
**Telephone:** 01883 346 346

or the Company at the contact details given below:

**Compliance Officer:** Shalimar Turner  
**Company:** Tokio Marine Europe Insurance Limited  
**Address:** 150 Leadenhall Street,  
London EC3V 4TE  
**Telephone:** 020 7283 8844

If the Policyholder's complaint cannot be immediately resolved satisfactorily the Company will acknowledge the complaint in writing within five working days and request the Policyholder to submit full details of the complaint in writing. The Company will respond within twenty working days of receipt. If the matter cannot be satisfactorily resolved within in this time the Company will provide a written explanation of why and indicate when the Company will respond further.

If the Policyholder is still not happy with the response or with any aspect of the procedure the Policyholder may write to the Company Secretary.

Where the Policyholder is unsatisfied with the Company's response to resolve the complaint and the Policyholder's annual turnover is less than GBP1,000,000 then the Policyholder has the right to refer the complaint to the Financial Ombudsman Service at the address below.

**Address:** South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR  
**Telephone:** 0845 080 1800

## Data protection notice:

Tokio Marine Europe Insurance Limited (the Company) is part of the Tokio Marine Holdings Inc. The Company and other group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to the Company's service providers and agents for these purposes. It may also be disclosed to the Policyholder's Insurance Advisor, where appointed.

The Policyholder has a right to request a copy of the information (for which the Company may charge a small fee) and to correct any inaccuracies. To ensure instructions are followed correctly and to improve the Company's service through staff training, telephone calls may be recorded.

## Preamble and Indemnity Clause

In consideration of the Policyholder paying the Premium to the Company the Company will subject to the terms of this Policy indemnify the Policyholder against

- 1 All sums which the Policyholder shall become legally liable to pay as Damages in respect of accidental Bodily Injury to any person or accidental physical loss of or physical damage to Property happening anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man during the Period of Insurance and which arises in connection with the Insured Activity
- 2 Claimants Costs and expenses arising in respect of any claim against the Policyholder which may be the subject of indemnity under this Policy
- 3 All Costs and expenses incurred by or with the written consent of the Company in respect of any claim against the Policyholder which may be the subject of indemnity under this Policy
- 4 All Costs incurred with the written consent of the Company for representation of the Policyholder in any proceedings in a Court or similar forum arising out of any death or alleged breach of statutory duty the circumstances of which may be the subject of indemnity under this Policy

**Signed on behalf of  
Tokio Marine Europe Insurance  
Limited**



Tadaharu Uehara  
Chief Executive Officer

## Limit of Indemnity

The Limit of Indemnity under this Policy is the maximum amount the Company will pay in respect of any one Occurrence and this amount shall not be increased because more than one claim is made in respect of the Occurrence or more than one Policyholder is entitled to indemnity in respect of the Occurrence

## Policy Definitions

*(Any word or phrase beginning with a capital letter and appearing in the following definitions shall have such defined meaning wherever it appears in this Policy)*

1. Club: shall mean a Football Club affiliated to a County Football Association named in the Schedule which has been declared to and accepted by the Company
2. Costs: shall mean any sum payable in accordance with 2, 3 or 4 of the Preamble and Indemnity Clause
3. Damages: shall mean damages which the Policyholder is legally liable to pay in respect of Bodily Injury or physical loss of Property or physical damage to Property including losses flowing directly therefrom but excluding losses of any other kind
4. Deductible: shall mean the amount(s) specified in the Schedule which shall be retained by the Policyholder
5. Employee: shall mean
  - (a) any person under a contract of service or apprenticeship with
  - (b) any person under contract to play to manage or to coach football for or on behalf of
  - (c) any self employed person and engaged on a labour only basis under the control or supervision of a Club whilst engaged in working for the Policyholder in connection with the Insured Activity
6. Football Player(s): shall mean any individual who is a member of a Club and who has paid his or her annual subscription or a member who is registered to play for a Club or players whilst on trial at a Club
7. Goods: shall mean any goods or products (including containers labelling or instructions provided in connection therewith) which are sold supplied erected repaired altered treated or installed by the Policyholder in the course of the Insured Activity
8. Insured Activity: shall mean
  - (a) the making of all necessary arrangements for and the playing of an Association Football match practice or coaching session by a Club
  - (b) use of playing areas and changing facilities hired or borrowed by a Club
  - (c) the organisation of fund raising activities on behalf of a Club including occasional social events
  - (d) official duties undertaken by members on behalf of a Club
9. Policyholder: shall mean
  - (a) a Football Player
  - (b) the officers and members of the committee for the time being of a Club whilst undertaking their official duties on behalf of a Club
  - (c) the referee and or assistant referee(s) registered to the County Football Association named in the Schedule or any other Policyholder who acts as a substitute in such capacity whilst officiating in connection with a football match involving a Football Player(s) Club which both clubs have agreed on
    - (1) prior to the commencement of the match or
    - (2) at any other time during the match if required
  - (d) at the request of a Club the Company will indemnify in terms of this Policy
    - (i) any person whilst acting in an ex-officio or voluntary capacity on behalf of a Club in respect of liability arising in connection with an Insured Activity
    - (ii) any person whilst participating as a player (other than a person who is under contract to play) in a match practice or coaching session organized by or on behalf of a Club provided that such person is not entitled to indemnity under any other policy
    - (iii) any local authority in respect of liability arising out of any agreement entered into by the club with the local authority to the extent required by such agreement provided that the club would have been entitled to indemnity under this Policy if the claim had been made against them provided that

- (1) each such person or party shall observe fulfil and be subject to the terms of this Policy in so far as they can apply
  - (2) the Company shall retain the sole conduct and control of all claims where the Company is required to indemnify more than one person or party the total amount Limit of Indemnity payable to all persons or parties in respect of Damage shall not exceed the Limit of Indemnity specified in the Schedule. In the event of the death of any person entitled to indemnity under this Policy the Company will indemnify in the terms of this Company the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- 9 Company: shall mean Tokio Marine Europe Insurance Limited
  - 10 Limit of Indemnity: shall mean the limit (inclusive of Costs) applicable to this Policy as specified in the Schedule and is the maximum amount payable by the Company
  - 11 Occurrence: shall mean one event or a series of events consequent upon or attributable to one original source or cause
  - 12 Period of Insurance: shall mean the period specified in the Schedule and or such other period(s) agreed by the Company
  14. Bodily Injury: shall mean death bodily injury illness disease and illness including psychiatric illness
  15. Policy: shall mean and includes
    - (a) all information provided to the Company as part of a proposal for issue renewal or amendment of or to the insurance set out in this document
    - (b) all terms provisions exceptions conditions and Limits of Indemnity set out in this document
    - (c) the Schedule notices and other documents attaching from time to time
    - (d) all endorsements incorporated in and issued from time to time for incorporation in this document all of which shall be read together and constitute the contract of Insurance
  16. Pollution: shall mean
    - (a) pollution or contamination by naturally occurring or man-made substances forces organisms or any combination of them whether permanent or transitory and
    - (b) all physical loss of or physical damage to Property or Bodily Injury directly or indirectly caused by such pollution or contamination
  17. Property: shall mean property which is both material and tangible
  18. Schedule: shall mean the Schedule for the time being in force
  19. Terrorist Action: shall mean the actual or threatened
    - (a) Use of force or violence against persons or property
    - (b) Commission of an act dangerous to human life or property or
    - (c) Commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group whether or not acting on behalf of or in connection with any organisation government power authority or military force when the reasonably apparent intent or effect is
    - (d) to intimidate or coerce a government or business or to disrupt any segment of the economy or
    - (e) to cause alarm fright fear of danger or apprehension of public safety in one or more distinct segments of the general public or to intimidate or coerce one or more such segments or
    - (f) to further political ideological religious or cultural objectives or to express support for (or opposition to) a philosophy ideology religion or culture

## General Exclusions

1. The Company shall not indemnify the Policyholder against any liability which is assumed by the Policyholder by agreement unless such liability would have attached in the absence of such agreement
2. The Company shall not indemnify the Policyholder under this Policy against any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. The Company shall not indemnify the Policyholder under this Policy against liability for
  - (a) punitive exemplary aggravated or restitutionary Damages
  - (b) multiplied Damages but this exception shall not apply in respect of the original award of Damages made prior to the application of the multiplier
  - (c) any fine or penalty
4. The Company shall not indemnify the Policyholder under this Policy against liability
  - (a) for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
  - (b) in respect of physical loss of or physical damage to Goods
  - (c) in respect of Pollution
5. The Company shall not indemnify the Policyholder against any liability arising out of libel slander defamation of character deceit or injurious falsehood discrimination harassment or advertising injury
6. The Company shall not indemnify the Policyholder under this Policy in respect of Bodily Injury or physical loss of or physical damage to Property arising in whole or in part either directly or indirectly out of asbestos whether or not the asbestos is
  - (a) airborne as a fibre or carried or transmitted on clothing or by any other means
  - (b) contained in or forms part of any building, building material or insulative material
7. The Company shall not indemnify the Policyholder under this Policy in respect of
  - (a) Bodily Injury physical loss of or physical damage to Property that in whole or in part arises directly or indirectly out of one or more of the following
    - (i) Government action
    - (ii) War
    - (iii) Terrorist Action or any action taken to prevent or address actual or expected Terrorist Action
  - (b) Any loss cost or expense arising out of testing for monitoring cleaning up removing containing treating detoxifying neutralizing or disposing of or in any way assessing or responding to the effects of toxic infectious or radioactive matter distributed generated or released as a direct or indirect result of any event described in Paragraph 7.(a) above This exclusion applies regardless of any other cause or event that contributed concurrently or in any sequence to such injury physical damage physical loss cost or expense This exclusion supersedes any coverage or condition to the contrary that may be included in this Policy or any endorsement thereon Paragraph 7.(a) of this exclusion does not apply to Bodily Injury or physical loss of or physical damage to Property caused while assisting emergency rescue operations following the conclusion of the Terrorist Action
8. The Company shall not indemnify the Policyholder against any liability or cost and expenses incurred in respect of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007.

# General Conditions

## 1 Basic Conditions

The following conditions are precedent to indemnification under the Policy and if they are breached no cover will be provided under the Policy

- (a) The Policyholder must pay to the Company all premiums due to the Company together with all taxes due on the premiums
- (b) All statements answers and information supplied to the Company by or on behalf of the Policyholder in connection with this Policy must be truthful and complete

## 2 Obligations of the Policyholder during the Period of Insurance

The following Conditions must be complied with throughout the Period of Insurance. Any breach by the Policyholder will allow the Company to terminate the Policy. Termination shall be from the date of the breach of the condition.

The Policyholder must

- (a) give immediate notice to the Company in writing
  - (i) of anything which materially affects the risk Policyholder
  - (ii) once the Policyholder has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with anything which may give rise to a claim under this Policy
- (b) take all reasonable care to
  - (i) prevent accidents
  - (ii) maintain all premises plant and equipment and everything used in connection with an Insured Activity of the Policyholder in proper repair
  - (iii) employ only competent Employees
  - (iv) act in accordance with all statutory obligations and regulations
- (c) on any defect or danger becoming apparent
  - (i) either forthwith make good or remedy any such defect or danger
  - (ii) or take such additional precautions as the circumstances require to avoid such defect or danger

## 3. Claims Conditions

The following conditions explain the actions and co-operation required by the Policyholder regarding the handling of claims No claim will be paid unless full and complete adherence to these conditions is maintained by the Policyholder It is a condition precedent to indemnification under this Policy that the Policyholder shall within 30 days give notice to the Company of anything which may give rise to a claim being made against the Policyholder and for which there may be liability under this Policy

- (a) provide the Company with such particulars as the Company may require in connection therewith
- (b) forward to the Company immediately on receipt every letter writ summons and process in connection therewith
- (c) give all information and assistance required by the Company in connection therewith
- (d) neither make any admission of liability nor any offer promise or payment in connection therewith without the written consent of the Company

## 4 Administrative Conditions

- (a) the Company may at any time and at its own discretion
  - (i) waive its rights under any condition of this Policy
  - (ii) waive any requirement of or action to be undertaken by the Policyholder under any condition of this Policy
  - (iii) accept notification of or continue to deal with any claim or claims under this Policy notwithstanding a breach by the Policyholder of any condition of this Policy and no such waiver acceptance or action by the Company will waive or limit any obligation of the Policyholder
  - (iv) waive the Company's rights in respect of other conditions of this Policy or other claims

- (b) The Company shall be entitled at any time and at its own discretion to
- (i) take over and conduct in the name of the Policyholder the defence of or the settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or Damages against all other parties or persons
  - (ii) pay to the Policyholder the Limit of Indemnity less any Costs incurred by the Company or any lesser sums for which any claim or claims under this Policy can be settled in that event the Company shall not be under any further liability
  - (iii) cancel this Policy by sending thirty days notice by recorded delivery post to the Policyholder at the last address of the Policyholder known to the Company In such event the Policyholder shall become entitled either to a return of premium and tax or a credit as appropriate of a proportionate part of the premium and tax corresponding to the unexpired Period of Insurance
- (c) Where the premium is calculated upon estimates furnished by the Policyholder the Policyholder shall keep an accurate record of all particulars relative thereto and the Company shall be allowed to inspect such records at all reasonable times The Policyholder shall supply on a monthly basis to the Company such particulars as the Company may require whereupon the Premium for such Period shall be adjusted and the difference paid by or allowed to the Policyholder as the case may be subject to any Minimum Premium applicable
- (d) If in respect of any claim there is any other insurance or indemnity in favour of the Policyholder in force relative to such claim or there would be but for the existence of this Policy the liability of the Policyholder shall be limited This limit shall be the amount in excess of that which would have been payable (but for the existence of this Policy) in respect of such claim Subject always to the Limit of Indemnity
- (e) Where the context allows any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear
- (f) It is agreed by both the Policyholder and the Company that any dispute concerning the terms conditions extensions exceptions and exclusions of this Policy shall be subject to English Law

## Policy Extensions

Unless expressed to the contrary these Extensions are subject to all other terms of this Policy in so far as they can apply

### 1. Contractual Liability and Indemnity to Principal

Notwithstanding the provisions of General Exclusion 1 the Company will indemnify the Policyholder against liability in respect of Bodily Injury or physical loss of or physical damage to Property as follows To the extent that any contract or agreement entered into by the Policyholder with any Principal so requires the Company will indemnify the Policyholder against liability assumed by the Policyholder and the Principal in like manner to the Policyholder in respect of the liability of the Principal where liability arises out of the performance by the Policyholder of such contract or agreement Provided that the conduct and control of claims is vested in the Company the Principal shall observe fulfil and be subject to the terms of this Policy so far as they can apply the indemnity shall not apply in respect of liquidated Damages or under any penalty clause where indemnity is granted to any Principal the Company will treat each Principal and the Policyholder as though a separate Policy had been issued to each of them nothing in this Extension shall increase the liability of the Company to pay any amount in excess of the Limit of Indemnity shown in the Schedule For the purpose of this Extension Principal means the other party to a contract or agreement for whom the Policyholder is undertaking work or services or providing Goods where such party is responsible for setting out the terms of the contract or agreement

### 2. Court Attendance Compensation

In the event of any person attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Policy the Company will provide compensation to that person at a rate of GBP250 per day

### 3. Leased Rented or Hired Premises Liability

Notwithstanding the provisions of Policy Exception 3 the Company will indemnify the Policyholder against legal liability for physical loss of or physical damage to premises or fixtures or fittings thereof which are leased to the Policyholder provided that the indemnity will not apply in respect of liability for

- (a) loss of or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Club
- (b) the amount of the Deductible stated in the Schedule caused otherwise than by fire or explosion

### 4. Members and Guests Personal Effects Liability

Notwithstanding the provisions of Policy Exclusion 2 the Company will indemnify the Policyholder against legal liability for physical loss of or physical damage to premises or fixtures or fittings thereof which are leased to the Policyholder provided that the indemnity will not apply in respect of liability for

- (a) loss of or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Club
- (b) the amount of the Deductible stated in the Schedule caused otherwise than by fire or explosion

### 5. Member to Member Liability

In the event of any one individual member of a Club making a claim against the Club or another member of the same Club this Policy shall apply as if a separate Policy had been issued to each provided that nothing in this Extension shall increase the liability of the Company to pay any amount in excess of the Limit of Indemnity shown in the Schedule

### 6. Prosecution Defence Costs

The Company will indemnify the Policyholder against

- (a) costs and expenses incurred with the written consent of the Company
- (b) costs and expenses awarded against either the Policyholder or any director or Employee of the Policyholder in connection with a prosecution (including an appeal against conviction resulting from a prosecution) as a result of an alleged offence notice of which is received during the Period of Insurance under any legislation in Great Britain

Northern Ireland the Channel Islands or the Isle of Man giving rise to duties in relation to the Policyholder's Activity where the circumstances of the alleged offence may be the subject of indemnity under this Policy

Provided always that the Company shall not be liable for the payment of any fine or any penalty or where the prosecution results from a deliberate management decision act or omission of management

## 7. Sudden and Unintended Pollution

Notwithstanding the provisions of General Exclusion 4.(c) of this Policy the Company will indemnify the Policyholder under this Policy against liability in respect of either Bodily Injury or physical loss of or physical damage to Property caused solely by Pollution which results from a sudden identifiable unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the Period of Insurance Provided that

- (a) all Pollution which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- (b) the Company shall not indemnify the Policyholder under this Extension against any liability in respect of Pollution happening anywhere in the United States of America or Canada
- (c) nothing in this Extension shall increase the liability of the Company to pay any amount in excess of the Limit of Indemnity stated in the Schedule

## 8. Personal Liability

The Company will indemnify the Policyholder under this Policy against liability in respect of Bodily Injury or physical loss of or physical damage to Property happening anywhere within the United States of America or Canada arising out of an Insured Activity visits by directors or non-manual Employees Provided that

- (a) such directors and non-manual Employees are ordinarily resident in the United Kingdom
- (b) the Company shall not indemnify the Policyholder under this Extension against liability in respect of Pollution

- (c) the Limit of Indemnity shall not exceed GBP1,000,000 any one Occurrence and in the aggregate during any one Period of Insurance

## 9. Ground Keeping Equipment

Notwithstanding the provisions of Policy Exception 5.(a) the Company will indemnify the Policyholder under this Policy against liability in respect of Bodily Injury or physical loss of or physical damage to Property caused by or arising from the ownership possession or use of mechanically propelled vehicle(s) used as part of an Insured Activity provided that

- (a) liability arises from the use of plant as a tool of trade at the Policyholders premises
- (b) the Limit of Indemnity shall not exceed GBP1,000,000 however indemnity shall not apply in respect of
- (c) liability arising from circumstances in which it is compulsory for the Policyholder to insure or provide security in respect of such vehicle(s) as a requirement of relevant road traffic legislation
- (d) liability where the Policyholder is entitled to indemnity under any other insurance

## 10. Cloakroom Liability

The Company will indemnify the Policyholder in respect of Property deposited in any changing facilities owned or operated by the Policyholder provided that

- (a) the Company shall not indemnify the Policyholder in respect of damage to jewellery gold or silver articles or other articles of precious metal precious stones money securities for money or valuables of any kind
- (b) the Policyholder shall be responsible for the first GBP100 in respect of each and every claim
- (c) it shall be a condition precedent to the liability under this Policy that a notice of disclaimer is displayed and clearly visible in or adjacent to the changing facilities
- (d) the Limit of Indemnity shall not exceed GBP500

- (e) such Property is not owned hired or borrowed by the Policyholder

## 11. Car Park Liability

The Company will indemnify the Policyholder in respect of accidental damage to visitors vehicles parked in or entering or leaving any car park owned leased or hired by the Policyholder provided that

- (a) the Policyholder shall be responsible for the first GBP500 in respect of each and every claim
- (b) the Limit of Indemnity shall not exceed GBP50,000
- (c) the liability arising from circumstances in which it is compulsory for the Policyholder to insure or provide security in respect of such vehicle(s) as a requirement of relevant road traffic legislation
- (d) the vehicle(s) are not owned hired borrowed by the Policyholder
- (e) a suitable notice of disclaimer is displayed and clearly visible in or adjacent to the car park(s)

## 12. Libel and Slander

It is noted and agreed that under this Policy that Damages to Property is extended to include Libel and Slander in respect of

- (a) printed typewritten and handwritten matter produced by the Policyholder in the normal conduct of an Insured Activity
- (b) oral utterances made in the conduct of the Insured Activity but only in respect of claims made against the Policyholder during the Period of Insurance of this Policy provided that the Limit of Indemnity shall not exceed GBP250,000 in respect of all claims during any one Period of Insurance and in respect of all Damages and legal expenses incurred or awarded in connection with any one publication or utterance whether or not all claims in respect thereof shall be made during the same Period of Insurance the Company shall not be liable in respect of
- (c) withdrawal recall or replacement of publications
- (d) the first 10% of each and every loss
- (e) any deliberate acts

subject otherwise to the terms provisions exceptions and conditions of this Policy

## 13. Loss of Documents

If during the Period of Insurance the Policyholder shall discover that any documents the Property of or entrusted to the Policyholder which may now or hereafter be or be supposed or believed to be in the custody of the Policyholder or in the custody of other persons to or with whom such documents have been entrusted lodged or deposited by the Policyholder in the ordinary course of an Insured Activity have whilst outside the territories of the United States of America and Canada been destroyed or damaged lost or damaged or lost or mislaid and after diligent search can not be found the Company will indemnify the Policyholder against

- (a) legal liability which the Policyholder may incur to any other person in consequence of such documents being destroyed damaged lost or mislaid
- (b) costs and expenses incurred by the Policyholder in replacing or restoring such documents

Provided that this extension shall not apply to liability costs or expenses

- (c) for which the Policyholder is entitled to indemnity under any other Insurance
- (d) brought about or contributed to by any dishonest fraudulent or criminal act or omission of the Policyholder or of any Employee of the Policyholder any claim or claims for costs and expenses incurred by the Policyholder in replacing or restoring documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the Policyholder the Limit of Indemnity shall not exceed GBP2,500

It is a condition precedent to liability that the Policyholder shall keep all documents in a suitable secure fireproof safe or cabinet outside of normal business hours and shall maintain duplicates of all computer related records off site

For the purposes of this extension documents shall mean deeds wills agreements maps plans records books letters certificates forms computer programmes or information stored written or punched into card or tape or magnetic discs or taped or any other data media and documents of any nature whatsoever whether written printed or reproduced by any other method (other than bearer bonds coupons bank notes currency notes and negotiable instruments) in connection with an Insured Activity

## 14 Abuse

For the purpose of this Extension the following Definitions shall mean:

- (a) Claim: a demand for or an assertion of right to damages attributable to
  - (i) the same act error or omission or
  - (ii) a series of acts errors or omissions consequent upon or attributable to the same original cause or source
- (b) Abuse: an illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical mental or sexual nature by referees or coaches of the Policyholder
- (c) Known Offender: a person with a past criminal prosecution for an act of Abuse

The Company will indemnify the Policyholder subject to the Limit of Indemnity Conditions and Exclusions of this Extension and of the Policy in respect of all sums which the Policyholder shall become legally liable to pay as damages payable together with costs and expenses recoverable by the claimant from the Policyholder and cost and expenses incurred by the Company or by the Policyholder with the written consent of the Company in respect of any Claim for Abuse sustained within the Territorial Limits which is both first made against the Policyholder and notified to the Company during the Period of Insurance

Provided always that

- 1 the Company shall exclude any liability arising from an act error or omission committed by a Known Offender
- 2 the Company shall exclude any liability for any claim arising from the actions of a person where the Policyholder has failed to undertake a Criminal Records Bureau check on such a person

- 3 the Claim is arising out of Abuse sustained after the Retroactive Date subject to the Policyholder having had no basis for believing as at Inception Date that a Claim might be brought as a result of such Abuse
- 4 all Claims are subject to the Retroactive Date stated in the Specification
- 5 the limit of indemnity under this Extension shall be the total amount payable by the Company in respect of all Claims including all costs and expenses in any one Period of Insurance shall not exceed in the aggregate GBP1,000,000
- 6 the Policyholder shall pay the first 10% or GBP 2,500 of each and every Claim whichever is the greater
- 7 notification of a Claim under this Extension will be deemed to be made on the date that the Claim against the Policyholder was first reported to the Company in writing

However the Company will not consider an incident report unaccompanied by a third party intimation of a Claim or of an intention to claim against the Policyholder to be notification of a Claim even if sent to the Company or the Policyholder's Insurance Advisor

## Policy Exceptions

The Company shall not indemnify the Policyholder against liability

1. in respect of Bodily Injury to any Employee
2. in respect of Bodily Injury to any person caused by or arising from physical contact or challenge whether actual or attempted by a Football Player in the course of a football match practice or coaching session
3. for any physical loss of or physical damage to Property leased hired or rented to the Policyholder or in the custody or control of the Policyholder or of any Employee of the Policyholder
4. arising from any premises including contents (not being premises leased or rented to the Policyholder) which are temporarily occupied by the Policyholder for the purpose of carrying out work in or to such premises
5. arising from the ownership possession or use under the control of the Policyholder or of any Employee of the Policyholder of
  - (a) any mechanically propelled vehicle or trailer attached thereto
  - (b) any aircraft or other aerial devices hovercraft or watercraft (other than watercraft or sailing craft on inland waterways and lakes not used for commercial passenger carrying services).
6. caused by any Goods after they have ceased to be in the custody or control of the Policyholder other than
  - (a) food provided to members guests or visitors in connection with the Insured Activity
  - (b) in respect of kit equipment and any other associated products
7. caused by or arising from fund raising activities or other events involving
  - (a) the operation of a social club
  - (b) firework or bonfire displays
  - (c) child amusements or attractions including inflatables
  - (d) the risk of persons falling from height
  - (e) an attendance of more than 1000 persons
  - (f) swimming or diving events
8. caused by or arising from treatment of any kind other than emergency assistance or the provision of first aid
9. caused by or arising from
  - (a) malicious act wilful misconduct or wilful default or intent to do harm
  - (b) physical or mental abuse
10. of a Policyholder who at the time of the Occurrence giving rise to legal liability are disqualified or suspended under the rules or regulations of a County Football Association
11. the Deductible specified on the Schedule in respect of accidental physical loss of or damage to Property.

## Endorsements

Endorsement Number 1 –  
Bodily Injury from physical contact or  
challenge inclusion

It is noted and agreed that Policy Exception 2 is deleted

Subject otherwise to the same terms conditions  
exclusions exceptions and extensions of this Policy

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**TOKIO MARINE**  
**EUROPE**

## Tokio Marine Europe Insurance Limited

Member of the Association of British Insurers  
Authorised and regulated by the Financial Services Authority Firm Reference Number 202574  
Registered Office: 150 Leadenhall Street, London EC3V 4TE Registered Number: 989421 England

