



# Policy Schedule

Registered in England and Wales No. 37266780

You will only be entitled to insurance cover under the section or sections which you have selected and for which you have paid the required premium.

**Policy Number**

**PLON99/0069017**

<b>The Insured</b>	<b>ENGLISH VOLLEYBALL ASSOCIATION LTD &amp;/OR VOLLEYBALL ENGLAND &amp;/OR THE BRITISH VOLLEYBALL FEDERATION &amp;/OR THE VOLLEYBALL ENGLAND FOUNDATION</b>
Address	SPORTS PARK 3 OAKWOOD DRIVE LOUGHBOROUGH LE11 3QF UNITED KINGDOM
Broker	SPORTS INSURE
Brokers Address	OFFICE 6, 1 BRIDGEWATER ROAD, WALKDEN MANCHESTER M28 3JE UNITED KINGDOM
Sport / Activities	VOLLEYBALL
Teams / Members	£400,000 WAGEROLL
Period of Insurance	From 1/08/2020 to 31/07/2021. Both days inclusive and any subsequent period for which the insured shall have paid and The Underwriter(s) shall have accepted the new premium

UNDERWRITTEN BY Sportscover Europe Ltd on behalf of Allianz Global Corporate & Specialty SE under contract number GBT00020020

Section	Limit of Indemnity	Excess
PUBLIC & PRODUCTS LIABILITY:	£5,000,000 any one Occurrence, but limited to £5,000,000 in the aggregate in respect of Products Liability	£250
EMPLOYERS LIABILITY:	£10,000,000 any one Occurrence	£NIL
PROFESSIONAL INDEMNITY:	£1,000,000 any one Claim, limited to £1,000,000 in the aggregate	£NIL
Retroactive Date:	1/08/2007	

## EXCESS

In respect of Third Party Property Damage and Bodily Injury

## POLICY CONDITIONS

These are conditions of the insurance that You need to meet as 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.

## MULTI SPORTS COACHING CONDITION

In respect of football coaching only that all coaches must be FA qualified and that Level 1 Coaches must be supervised at all times by a Level 2 FA Coach, otherwise all Level 1 Coaches must have a minimum of 3 years practical football coaching experience. For all other sports coaching, all coaches must be suitably qualified to coach the sport in question and possess 3 years practical coaching experience for the sport in question.

## TERRITORIAL LIMITS

(1) 1.18. & 6.10. Territorial Limits

Definitions 1.18. and 6.10. of the policy are amended to read:

Anywhere in the world excluding the United States of America or its Territories or Protectorates. However this exclusion shall not apply to temporary visits of not more than 90 days of non-residents of the United States of America.

## JURISDICTION

(2) 3.15. & 10.1.11. Jurisdiction

Exclusions 3.15. and 10.1.11 of the policy are amended to read:

Any claims brought against The Insured under the jurisdiction of the United States of America

## ABUSE EXTENSION

Limit of Liability	£5,000,000
Excess	£Nil
Retroactive Date	01/08/2013

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

#### **Operative Clause**

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

The Company will pay all costs, fees and expenses incurred with the prior written consent of the Company by the Insured in the defence of settlement of a Claim or Claims made against the Insured but not exceeding in total the Limit of Liability noted in this Extension.

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

#### **Definition of Abuse**

ABUSE means circumstances where:

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

Abuse includes:

- i. behaviour which sexualises the victim and uses the victim for sexual gratification.
- ii. the sexual interaction between two minors if there is a perceived difference in power between the victim and the abuser.
- iii. the imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, this would not include a single incidence of physical assault.
- iv. the deliberate pre-meditated maltreatment by an individual in a position of responsibility.

Abuse does not include:

- i. schoolyard and workplace bullying
- ii. treatment / nursing malpractice or any error or omission in the provision of nursing or care treatment

#### **Exclusions**

The Company shall not be liable:

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

#### **Conditions**

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

#### **COMMUNICABLE DISEASE ENDORSEMENT**

It is understood and agreed that this Policy does not cover any loss caused directly or indirectly, contributed to, by, or attributable to a Communicable Disease or fear or threat of a Communicable Disease.

Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

Issued subject to the terms of the attached Policy Wording and signed by the authorised Representative of Sportscover Europe on behalf of the Underwriter/s detailed above.



**SIGNATURE**

2/03/2021

**DATE**

Printed by: T.W.