



Schedule

XL Catlin Insurance Company UK Limited

Details:

Policy Number: 1960971/0

The Insured: **England Hockey**

Membership Category: Membership Plus: Areas, Sub Areas (Counties) and Clubs

Insured's Address: Bisham Village, Marlow Road, Bisham, Marlow **Postcode:** SL7 1RR

Business (Activities): Areas, Sub Areas (Counties) and Clubs operating in connection with the activity of Hockey

Insurer: XL Catlin Insurance Company UK Limited

Risk Categorisation: SPPLS Sports Professionals Participation

Period of Insurance: From: 01 September 2021 or the date of affiliation to the **Insured** whichever is the latter
To: 31 August 2022

Both dates Inclusive local standard time at the **Insured's** address stated above

This policy will not automatically renew: notice is hereby given that cover will terminate and not be renewed at the expiry date unless a new agreement is reached between the **Insurer** and the **Insured**.

Membership Categories: Members are classified as follows:
A Areas
B Sub Areas (Counties)
C Clubs

including their respective committees, individual members, volunteers and helpers but only whilst engaged in member activities

Locations: Domiciled within the **United Kingdom** as declared to the **Insurer**

Property:

Applicable Wording: Combined Enterprise-SL-0121-POLICY-XLCICLSynd2003

Applicable Member(s): C

Material Damage Section

Item(s):	Description	Location(s)	Sum Insured	Per Item Limit	Operative			
					Excess			
5.2.1	Buildings		GBP	-	GBP	-	GBP	-
5.2.2	Ancillary Buildings		GBP	-	GBP	-	GBP	-
5.2.3	Sports Fixtures and Fittings		GBP	-	GBP	-	GBP	-
5.2.4	Playing Surfaces		GBP	-	GBP	-	GBP	-
5.2.5	Sports and Business Equipment	United Kingdom	GBP	2,000.00	GBP	2,000.00	GBP	100.00
5.2.6	Cups, Trophies and Memorabilia		GBP	-	GBP	-	GBP	-
5.2.7	Machinery and Plant		GBP	-	GBP	-	GBP	-
5.2.8	Stock		GBP	-	GBP	-	GBP	-
5.2.9	Frozen or Refrigerated Goods		GBP	-	GBP	-	GBP	-
5.2.10	Miscellaneous Contents		GBP	-	GBP	-	GBP	-
5.2.11	Property in Transit		GBP	-	GBP	-	GBP	-
5.2.12	Money		GBP	-	GBP	-	GBP	-
5.2.13	Personal Assault		GBP	-	GBP	-	GBP	-
5.2.14	Glass		GBP	-	GBP	-	GBP	-
5.2.15	Loss of Licence		GBP	-	GBP	-	GBP	-
5.2.16	Rent Payable		GBP	-	GBP	-	GBP	-

Liability:

Applicable Wording: Combined Enterprise-SL-0121-POLICY-XLCICLSynd2003

Public Liability Sub-Section

Operative

Applicable Member(s): A, B, C

Limit of Liability: GBP 10,000,000.00 any one **Occurrence**

Extension: Pollution Liability: GBP 1,000,000.00 any one **Occurrence** and in the aggregate

Trigger: Incidents Occurring During

Occurrence Limit: Combined

Excess: GBP Nil Applicable to each and every **Claim** in respect of **Injury**

GBP 250.00 Applicable to each and every **Claim** in respect of **Damage**

Defence Costs: Inclusive

Retroactive Cover: As detailed in Endorsement 03

Business Premises: The Business is carried on from premises in the following territories and no others for the purposes of this Section:
Worldwide

Covered Jurisdictions: Worldwide excluding the USA & Canada

Products Liability Sub-Section

Operative

Applicable Member(s): A, B, C

Limit of Liability: GBP 10,000,000.00 any one **Occurrence** and in the aggregate

Extension: Pollution Liability: GBP 1,000,000.00 any one **Occurrence** and in the aggregate

Trigger: Incidents Occurring During

Occurrence Limit: Combined

Excess: GBP 250.00 Applicable to **Injury** or **Damage**. Not applicable to **Defence Costs**

Defence Costs: Inclusive

Retroactive Cover: Not Applicable

Products sold in or supplied to: **United Kingdom**

Covered Jurisdictions: Worldwide excluding the USA & Canada

Employers Liability Sub-Section

Operative

Applicable Member(s): A, B, C

Limit of Liability: GBP 10,000,000.00 any one **Occurrence**

Subject to the following sub-limit which shall be part of and not in addition to the above limit:

Terrorism: GBP 5,000,000.00 any one **Occurrence**

Asbestos: GBP 5,000,000.00 any one **Occurrence**

Trigger: Injury Caused During

Occurrence Limit: Protected

Defence Costs: Inclusive

Covered Jurisdictions: **United Kingdom**

Professional Liability Sub-Section

Operative

Applicable Membership: A, B, C

Limit of Liability: GBP 10,000,000.00 any one **Occurrence** and in the aggregate

Trigger: Claims Made and Notified – Reporting Period 60 Days

Occurrence Limit: Protected

Excess: GBP Nil Applicable to **Defence Costs**

Defence Costs: Inclusive

Covered Jurisdictions: Worldwide excluding the USA & Canada

Retroactive Date: As detailed in Endorsement 03

Directors & Officers Liability**Operative**

Applicable Member(s): A, B, C

Wording Applicable: Governance Liability - SL-GL 0220 - POLICY - CICL

Limit of Liability: GBP 5,000,000.00 any one **Occurrence** and in the aggregate
 Subject to the following sub-limits which shall be part of and not in addition to the above limit:

Loss of Documents or Data:	GBP	250,000.00	any one Occurrence and in the aggregate
	Excess:	GBP 250.00	
Data Protection:	GBP	100,000.00	any one Occurrence and in the aggregate
	Excess:	GBP 250.00	
Criminal Prosecution:	GBP	250,000.00	any one Occurrence and in the aggregate
	Excess:	GBP 250.00	
Employment practices wrongful act:	GBP	Nil	any one Occurrence and in the aggregate
	Excess:	GBP Nil	

Trigger: Claims Made and Notified – Reporting Period 60 Days

Occurrence Limit: Combined

Excess: GBP 250.00 Applicable to **Defence Costs**

Defence Costs: Inclusive

Covered Jurisdictions: Worldwide excluding the USA & Canada

Retroactive Date: As detailed in Endorsement 03

Trustees Personal Accident:**Not Operative**

Premium GBP Undisclosed - Group Programme

Insurance Premium Tax GBP Undisclosed - Group Programme

Total **GBP Undisclosed - Group Programme**

Notification of Claims and Circumstances to:

XL Catlin Insurance Company UK Limited
 20 Gracechurch Street
 London
 EC3V 0BG
 United Kingdom

E-mail: james.good@axaxl.com
 jonathan.m.kelly@axaxl.com

Date of Issue: 01 November 2021

Endorsements

The following Endorsements are applicable to this insurance:

01 Members Extension

Limit of Liability:	GBP 10,000,000.00 any one Occurrence
	Pollution Liability sub-limit: GBP 1,000,000.00 any one Occurrence and in the aggregate for each Member
Excess:	GBP Nil applicable to Injury
	GBP Nil applicable to Damage
Covered Jurisdictions:	Worldwide (excluding the United States of America and Canada)

1.1 Special Definitions

In addition to the definitions set out in Section 2 – Policy Definitions, the following definitions are used in this endorsement:

“**Member**” means an official member of the **Insured** and recorded as such in the **Insured’s** membership records. However, the term **Member** does not include any official member who is not domiciled in the **United Kingdom**, Northern Ireland, Isle of Man or Channel Islands except where they are temporarily living overseas for a period of not more than six (6) months.

“**Membership Activities**” means activities in respect of which the **Member** has taken out membership with the **Insured**.

“**Master Policyholder**” means the **Insured**.

“**Master Policy**” means the cover provided by this endorsement.

1.2 Operative Clause

The **Insurer** will cover the **Member** for all sums which the **Member** is legally liable to pay as damages (including claimants’ costs, fees and expenses) in respect of:

1.2.1 **Injury;**

1.2.2 **Damage** to property not belonging to or in the **Member’s** care, custody or control;

whilst the **Member** is engaged in **Membership Activities** within the Territorial Limits and such **Injury** or **Damage** occurs during the **Period of Insurance** and arises from **Claims** made against the **Member** in the Covered Jurisdictions stated above.

In the event of the **Member’s** death, their personal legal representatives will be covered in respect of such liability incurred by the **Member**.

Other than in accordance with the terms of this endorsement, there shall be no cover under this policy for the legal liability of any **Member**.

1.3 Limit of Liability and Excess

The maximum amount payable by the **Insurer** under this endorsement for all **Claims** arising out of the same original cause will not exceed the Limit of Liability for this endorsement as stated above.

As part of and not in addition to the Limit of Liability, the **Insurer** will also pay for **Defence Costs**.

The **Insurer** will not be liable for the applicable **Excess** stated above.

1.4 Member to Member Claims

Each **Member** is separately covered under this endorsement, including in respect of **Claims** made by one **Member** against another, as if they were insured individually.

1.5 Exclusions

This endorsement will not cover the **Member** for any liability, cost or expense arising directly or indirectly from:

1.5.1 **Occupation**
the **Member’s**:

- (a) ownership or occupation of any land or building; or
- (b) pursuit or exercise of any employment, business or profession.

1.5.2 **Pollution**

Pollution unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

The liability of the **Insurer** for all sums payable in respect of all **Pollution** occurring during the **Period of Insurance** shall not exceed the sub-limit of liability specified above, which shall be part of and not in addition to the Limit of Liability for this endorsement.

This cover for **Pollution** shall not apply to any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award settlement either in whole or in part.

1.5.3 **Professional Activities**

the pursuit of any activities by the **Member** in a professional capacity unless specifically agreed by the **Insurer** in writing.

1.5.4 **Notifiable Disease**

any **Notifiable Disease** and Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any **Claim**, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (a) any fear or threat (whether actual or perceived) of; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

1.5.5 **Contractual Liability**

any liability arising under contract unless such liability would have arisen in the absence of that contract.

1.5.6 **Deliberate or Reckless Failure to Avoid Injury or Damage**

any deliberate or reckless failure by the **Member** to avoid **Injury** or **Damage**.

1.5.7 **Abuse**

the actual or alleged physical, sexual or psychological abuse of any person or the failure to prevent the same.

1.5.8 **Motor Vehicles**

the ownership, possession or use by or on behalf of the **Member** or any person or party insured by this policy of any motor vehicle or trailer for which compulsory insurance or security is required by legislation or for which the government or other authority has accepted responsibility.

1.5.9 **Aircraft and Watercraft**

the ownership, possession or use by or on behalf of the **Member** of any aircraft, spacecraft, hovercraft or watercraft.

1.5.10 **Asbestos**

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of 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 any sequence to a loss or in respect of that part of any property insured by this policy which consists of asbestos.

1.5.11 **Punitive Damages**

any award of punitive or exemplary damages including fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.

1.5.12 **Radioactive Contamination**

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

1.5.13 **Terrorism**

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

1.5.14 **War**

war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

1.5.15 **Cyber**

electronic means including but not limited to failure or impairment of any computer or other electronic device, computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

1.5.16 **Liability Covered Elsewhere**

any matter covered under the Public Liability or Product Liability Sub-Sections.

1.6 **Conditions**

The following conditions are important. Any **Member** seeking reimbursement under this Section must comply with them. To the extent that any failure to comply causes or contributes to **Injury** or **Damage**, or otherwise disadvantages the **Insurer**, the **Insurer** may refuse to make any payments to the **Member** or any other person.

1.6.1 **Reasonable Steps to Avoid Injury and Damage**

any **Member** seeking reimbursement under this Section must at all times take reasonable steps to avoid **Injury or Damage**, which includes complying with all applicable laws, rules, regulations and guidelines imposed by any competent authority (e.g. any sporting or industry governing body).

1.6.2 **Claim Notification**

The **Member** must give to the **Insurer** notice as soon as possible in writing of:

- (a) any **Claim** made against any **Member** which is likely to fall within the scope of this policy;
- (b) any circumstances of which the **Member** becomes aware which are likely to give rise to such a **Claim** being made.

1.6.3 **Assistance and Co-operation**

The **Member** must provide the **Insurer** with such information, assistance and co-operation as the **Insurer** and/or its representative may reasonably request for the purpose of dealing with any **Claim**.

1.6.4 **Documents Relevant to a Claim**

The **Member** must ensure that all documents or other evidence relevant to any **Claim** or any circumstance which is likely to give rise to a **Claim** are not destroyed or otherwise disposed of.

1.6.5 **Claim Control**

The **Insurer** is entitled, but not obliged, to control and conduct on behalf of the **Member** the investigation, defence and settlement of any **Claim**.

1.6.6 **Non-Admission of Liability**

No admission, offer, promise or payment is to be made or given by or on behalf of the **Member** without the written consent of the **Insurer**.

1.6.7 **Payment in Full**

The **Insurer** may at any time pay to the **Member** in connection with any **Claim** either (i) the amount of the applicable Limit of Liability less any sums already paid or (ii) any lesser amount for which such the **Claim** can be settled. Upon such payment being made the **Insurer** shall be under no further liability in connection with that **Claim** and shall hand over conduct and control of the **Claim** to the **Member**.

1.6.8 **Other Insurance**

If at the time of a **Claim** there is any other insurance cover available to the **Member**, the **Insurer** will not have to pay more than its proportionate share of the **Claim** under this endorsement.

1.7 **Master General Terms and Conditions.**

The **Master Policyholder** shall comply with the terms and conditions below.

1.7.1 **Retention and Provision of Records**

The **Master Policyholder** shall establish and maintain complete records relating to all **Members** in connection with the **Master Policy**, including copies of all evidences of insurance, and retain such records, including electronic records, for a minimum period of seven (7) years or for such longer period as may be required by local law and the **Master Policyholder** shall provide to the **Insurer** upon request copies of such records or documentation, or any other information as the **Insurer** may reasonably require from time to time, relating to the **Members**.

1.7.2 **Security of Documents**

All documents evidencing cover and any electronic method of storing and/or producing documentation shall be kept secure at all times. If requested by the **Insurer**, the **Master Policyholder** shall promptly return, delete or destroy all unused documents, including electronic documents, relating to the **Master Policy** and ensure that any issuance or production of such documents by the **Master Policyholder** thereafter ceases.

1.7.3 **Claims, Complaints or Proceedings**

If the **Master Policyholder** is made aware by a **Member** of a **Claim** or complaint that the **Member** wishes to make under the **Master Policy**, the **Master Policyholder** shall promptly inform the **Member** of the arrangements established by the **Insurer** for the making of claims or complaints (as applicable) and shall promptly notify to the **Insurer** full details of the claim or complaint (as applicable);

Where the **Master Policyholder** is aware of any legal or regulatory proceedings or actions commenced against Lloyd's, the **Insurer**, the **Master Policyholder**, arising out of the operation of or in connection with the **Master Policy**, the **Master Policyholder** shall promptly provide the **Insurer** with full details of the same.

1.7.4 **Compliance with the Law and Financial Crime**

Without prejudice to any of the rights or obligations otherwise specified in the **Master Policy**, the **Master Policyholder** shall comply with all applicable laws for the legal and proper enrolment and handling of all insurances for the **Members**, and shall use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the **Master Policy** comply with such laws where applicable;

The **Master Policyholder** shall not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation.

1.7.5

Data Protection

The **Master Policyholder** shall comply with its obligations under the relevant local data protection legislation, whether as data controller or data processor (as appropriate). The term "local data protection legislation" shall include all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including the privacy and security of personal data;

For the purposes of this Section:

"data controller" means the person who, alone or jointly with others, determines the purposes and means of the processing of personal data;

"data processor" means the person who processes personal data on behalf of the data controller;

"data subject" means the identified or identifiable natural person to whom the personal data relates;

"personal data" means any information relating to the data subject;

"processing" means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, dissemination or otherwise making available, alignment or combination, blocking erasure or destruction.

1.7.6

Communication with Members

The **Master Policyholder** shall inform the **Members** of any changes to the **Master Policy**, which are relevant to the coverage provided to the **Members**, including cancellation or non-renewal of the **Master Policy**.

1.7.7

Automatic or Tacit Renewal of Insurances Bound

The **Master Policyholder** must not take any steps which have the effect of committing the **Insurer** to automatic or tacit renewal of any benefit provided to **Members** under the **Master Policy** unless otherwise agreed in writing in advance by the **Insurer**.

1.7.8

Promotional and Marketing Material

The **Master Policyholder** must agree with the **Insurer** any specific marketing or promotional material to be used in relation to the **Master Policy**, including on any internet website, portal or similar online system.

1.7.9

Licensing

The **Master Policyholder** shall ensure that it maintains all necessary licences, authorisations, registrations and qualifications to perform its duties under the **Master Policy**.

All other terms and conditions remain unaltered.

02 Abuse Extension

Other than in accordance with the terms of this extension, there shall be no cover under this policy or any endorsement thereto for loss, damage, liability, cost or expense arising out of or relating to actual or alleged physical, sexual or psychological abuse of any person or the failure to prevent the same.

Limit of Liability: GBP 2,500,000.00 any one **Occurrence** and in the aggregate for the **Period of Insurance**.

Excess: GBP 1,000.00

2.1 Cover

Subject to all the terms and conditions of this policy (including the exclusions applicable to the Liability Sub-Sections), cover is extended under the Public Liability Sub-Section to include cover for all sums which the **Insured** is legally liable to pay as damages (including claimants' costs, fees and expenses) for **Injury** in the conduct of the **Business** which arises from the physical, sexual or psychological abuse of any person (or the failure to prevent the same) happening in the **United Kingdom**, provided that the liability arises from **Claims**:

2.1.1 made against the **Insured** in the **United Kingdom**;

2.1.2 first made against the **Insured** during the **Period of Insurance**; and

2.1.3 in respect of abuse, or failure to prevent the same, happening after the Abuse Prior Acts Date and before the end of the **Period of Insurance**.

The Abuse Prior Acts Date is: As detailed in Endorsement 03

The **Insurer** will also pay **Defence Costs**, provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any **Claim**, suit or proceedings. **Defence Costs** will be payable as part of, not in addition to the Limit of Liability under this Extension.

2.2 Special Condition

The **Insurer** shall have no liability under this extension unless the **Insured** has complied with all applicable laws and regulations (including those relating to the employment and supervision of staff and the carrying out of CRB, DBS and SCRO checks) and taken all other reasonable steps to prevent abuse.

2.3 Special Exclusions

2.3.1 There shall be no cover under this extension for any person who commits, condones or ignores abuse.

2.3.2 This policy does not apply to or include cover for or arising out of or relating to criminal investigations or inquiries relating to abuse.

- 2.3.3 There shall be no cover under this extension for any **Claim** based upon or arising out of any **Occurrence** or circumstance likely to give rise to a **Claim** of which the **Insured** had knowledge (or otherwise had a reasonable basis to anticipate might result in a **Claim**) prior to the earlier of: (1) the inception of this policy; or (2) the inception date of the first coverage of this type the **Insurer** has issued to the **Insured**, provided that the **Insurer** has written continuous coverage for the **Insured** from such date to the inception date of this policy.

All other terms and conditions remain unaltered.

03 Retroactive Date & Abuse Acts Prior Date

In respect of Membership Category 'A', 'B' or 'C' the following Retroactive Date(s) and Abuse Act Prior Date shall be applicable:

- 3.1 the affiliation date of the member but no earlier than the **Period of Insurance**; or
- 3.2 01 January 1985, or the start date of continuous insurance up to the **Period of Insurance** whichever is the latter, but always subject to written evidence being provided by the **Insured** member, that such insurance at the time of a **Claim** would have existed.

04 Affiliate Member Clubs Extension

Cover under the Employers Liability Sub-Section extends to include an entity within Membership Category 'A', 'B' or 'C' stated above subject to the member status being ERN (employee reference number) exempt.

05 Recognised Activities

Our liability under the all sections of this **Policy** is in respect of the Hockey related activities only which are recognised by England Hockey and specifically excludes Property Owners Liability for members who retain ownership of their own stadia.

06 Hazardous Activities condition

It is an important condition to **Our** liability under this **Policy** that:

- 6.1 any **Hazardous Activities** arranged by or on **Your** behalf must be contracted out to and operated by bona fide sub-contractors.
- 6.2 **You** must refer to **Us** any activity before its commencement if there is cause for doubt as to whether that activity is a hazardous activity and **We** have the right to determine whether this condition applies to that activity.
- 6.2 **You** must comply with any Health and Safety Guidance and Recommendations which can be found on the Health and Safety Executive Website at <http://www.hse.gov.uk/index.htm>

In the event of breach of any of above conditions, **We** shall have no liability under this Extension, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

07 Fireworks and Bonfires

Where Fireworks and Bonfire displays are organised by **You** or on **Your** behalf, it is an important condition to **Our** liability under this **Policy** that the event must also comply with the following event plan criteria:

- 7.1 all fireworks are discharged by designated adults only
- 7.2 all fireworks are stored in fire resistant containers
- 7.3 all spectators are kept at least fifteen (15) metres from the bonfire and firework discharge points
- 7.4 no accelerants are used on the bonfire; and
- 7.5 **You** must fully comply with the HSE guidance for firework and bonfire displays, which can be found at <http://www.hse.gov.uk/explosives/fireworks/using.htm>

In the event of breach of any of above conditions, **We** shall have no liability under this Extension, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

08 Evidence of insurance (subcontractors) condition

It is an important condition to **Our** liability under this **Policy**, that **You** must obtain and retain written confirmation from each bona fide subcontractor undertaking work on **Your** behalf:

- 8.1 that they have and will maintain in force Public Liability insurance covering the activities or services provided by them for the duration of their work in connection with **Your** event with a minimum limit of liability of GBP 5,000,000.00; and
- 8.2 that their Public Liability insurance provides reimbursement to **You** as principal.

In the event of breach of any of above conditions, **We** shall have no liability under this Extension, unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.