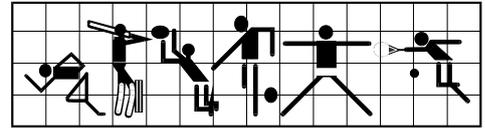


# Policy Schedule



**SPORTSCOVER**  
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**

**PLON99/0097131**

<b>The Insured</b>	<b>SNOWSPORT ENGLAND LIMITED T/AS SNOWPORT ENGLAND</b>
Address	SPORTPARK, LOUGHBOROUGH UNIVERSITY, 3 OAKWOOD DRIVE, LOUGHBOROUGH LEICESTERSHIRE LE11 3QF UNITED KINGDOM
Broker	BLUEFIN INSURANCE SERVICES LTD (BRISTOL)
Brokers Address	13 FLOOR, LOWER CASTLE STREET, BRISTOL, BS1 3AG
Sport / Activities	NATIONAL GOVERNING BODY IN ENGLAND FOR SNOWSPORT
Teams / Members	12,075 MEMBERS £700,000 TURNOVER £310,000 WAGEROLL 75 CLUBS AFFILIATED REGIONS IS NOTED UNDER THE POLICY 1,124 COACHES 90 LEADERS
Period of Insurance	From 1/11/2021 to 31/10/2022. 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 under on behalf of Allianz Global Corporate & Specialty under contract number GBT002257210W

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:	£5,000,000 any one Claim, limited to £5,000,000 in the aggregate	£NIL
Retroactive Date:	1/12/2017	

## EXCESS

An excess of £5,000 is to apply in respect of Bodily Injury Claims with off piste activities

## SUB-CONTRACTORS CONDITION

All sub contractors engaged by You shall have in force and effect Public Liability Insurance for third party Bodily Injury or Damage to Property with a minimum limit of indemnity limit of £2,000,000 throughout the duration of their contract with You.

You shall undertake to obtain and retain documentary evidence of the said Insurances, prior to the commencement of any contract.

## COACHING CONDITION

In respect of sports coaching; all coaches must be suitably qualified to coach the sport in question in accordance with the relevant recognised national governing body requirements, or where such a formal qualification does not exist, coaches must possess a minimum of three years' practical coaching experience for the sport in question.

## Additional Exclusions

Cover under all individual policy Sub-Sections is subject to the following additional exclusions

Any activities not recognised by the Insured carried out by a commercial entity. Commercial entities, such as ski centres are not insured.

## Additional Cover

Cover under the Employers Liability Sub-Section extends to include: Affiliate member clubs of the Insured subject to the club status being ERN (employee reference number) exempt

Cover under the Public Liability and Professional Liability Sub-Sections extends to include

Coaches/instructors (including those which are operating in a sole trader or limited company/entity capacity) providing the activities conducted

are within the remit of qualification recognised by the Insured subject to the income derived from the additional activity not exceeding GBP 25,000 per annum (e.g. Private Tuition);

Contingent cover in respect of freestyle training associated trampolining activities subject to current and appropriate British Gymnastics qualifications and membership being held by those individuals taking part

Overseas members (non-residents of the United Kingdom) for their participation in organise events recognised by Snowsport England Ltd. Additional Insured(s)

It is hereby noted and agreed that the cover afforded under this insurance extends to include the National Schools Snowsport Association and English School Ski Association in connection with their snowsport activities only.

#### **EXCLUDED ACTIVITIES**

Tubing, Ski Mountaineering

#### **Basis of Off-Piste Cover**

Off-piste shall mean areas of snow that are not part of any marked or maintained ski runs both within and outside a resort boundary.

#### **UK Coverage**

The policy will include liability arising from any Snowsports activities undertaken in off-piste areas within the UK, where the activity is led or conducted by a qualified member that holds an appropriate off-piste leadership or snow safety qualification awarded by the National Governing Body.

#### **EU Coverage**

The policy will include liability arising from any Snowsports activities undertaken off-piste within the resort boundaries only, within the EU, where the activity is led or conducted by a qualified member that holds an appropriate off-piste leadership or snow safety qualification awarded by the National Governing Body.

This Policy also excludes any liability arising directly or indirectly from any Snowsport activities taking place on any glaciated terrain.

An increased excess of £5,000 will apply to any losses arising from or in connection to off-piste activities.

#### **TERRITORIAL LIMITS**

Territorial Limit 32.3 is amended to read:

elsewhere in the world, their territories, possessions, dependencies or protectorates in respect of Bodily Injury or Property Damage caused by Products, unless otherwise specified on the Schedule. However, this exclusion shall not apply to temporary visits of not more than 90 days of non-residents of the United States of America.

#### **ABUSE EXTENSION**

Retroactive Date:

Limit of indemnity:

A. 01/12/2020

A. £2,000,000 any one claim and in the aggregate

B. N/A

B. N/A

C. N/A

C. N/A

Excess: £nil each and every claim

This Extension is on a "claims made" basis. It only covers claims made You and notified to the Insurer 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), despite "Exclusions (what is not covered): 8", the Insurer agrees to Indemnify You against:

- a) all sums which You become legally liable to pay as damages and claimant's costs and expenses arising out of Claims first made against You and notified in writing to the Insurer during the Period of Insurance;
- b) all costs, fees and expenses incurred by You, with the Insurer's written consent, in the defence or settlement of Claims first made against You under paragraph a) above;

resulting from Abuse or Molestation or attempted Abuse or Molestation committed or alleged to have been committed after the applicable Retroactive Date, provided that the Insurer's liability will not exceed:

- i. the applicable Limit of indemnity stated in this Extension in respect of the applicable Retroactive Date; but not
- ii. "Limit of indemnity A" stated in this Extension in respect of the aggregate of all claims first made against You and notified in writing to the Insurer during the Period of Insurance irrespective of Retroactive Dates.

#### **Limitation**

In respect of Abuse or Molestation or attempted Abuse or Molestation committed or alleged to have been committed after "Retroactive Date C" which is not proven to have continued beyond "Retroactive Date B" the Insurer will Indemnify You against all costs, fees and expenses incurred by You, with the Insurer's written consent, in the defence or settlement of Claims first made against You and notified in writing to the Insurer during the Period of Insurance, but the Insurer will not Indemnify You against damages and claimant's costs and expenses.

#### **Definitions**

Abuse or Molestation means:

- a) 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;
- b) 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.

Abuse does not include:

- i. medical and/or physiotherapy and/or nursing malpractice or any error or omission in the provision of medical and/or physiotherapy and/or nursing care or treatment.

Abuse which commenced or is alleged to have commenced after:

- a) "Retroactive Date C" and which is proven to have continued beyond:

- i. "Retroactive Date B", but ceased before "Retroactive Date A" will be treated as having commenced after "Retroactive Date B" and will be subject to "Limit of indemnity B";
- ii. "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A";
- b) "Retroactive Date B" and which is proven to have continued beyond "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A".

Abuser means the individual who committed or is alleged to have committed any Abuse or Molestation or attempt at Abuse or Molestation.

**Exclusions**

The Insurer will not:

1. Indemnify You for any liability for which You are entitled to indemnity under any other insurance.
2. Indemnify You for any liability arising from Abuse or Molestation or attempt at Abuse or Molestation which occurred or is alleged to have occurred before the applicable Retroactive Date specified in this Extension.
3. Indemnify You for any liability arising from any facts and/or circumstances, of which You had become aware before the commencement of the Period of Insurance, which a reasonable person in Your position would have considered as facts and/or circumstances which may give rise to a Claim or Claims under this Policy.
4. Indemnify any Abuser.
5. Indemnify You against;
  - a) any fines or penalties or the costs of defending criminal proceedings
  - b) punitive, exemplary, aggravated and/or multiple damages.
6. Indemnify You for any liability arising out of any failure to comply with procedural guidelines established by You concerning Abuse or Molestation.
7. Indemnify any person who has or has been alleged to have:
  - a) authorised or permitted Abuse or Molestation;
  - b) disregarded knowledge of Abuse or Molestation;
  - c) had actual or constructive knowledge of Abuse or Molestation and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse or Molestation;
  - d) aided or contributed to or supported Abuse or Molestation; or
  - e) intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse or Molestation.

**Conditions**

1. You must bear the Excess (inclusive of costs and expenses in the defence or settlement of each claim) stated in this Extension
  2. 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 Molestation or attempt(s) at Abuse or Molestation suffered by any individual bringing a claim against You will be deemed to have arisen out of one originating cause. If there is more than one victim of Abuse or Molestation by the same Abuser(s):
    - a) claims brought against You by each individual who suffered Abuse or Molestation or attempt(s) at Abuse or Molestation by the same Abuser(s) will be treated as separate claims and be deemed to have arisen out of separate original causes; but
    - b) all acts of Abuse or Molestation or attempt(s) at Abuse or Molestation by the same Abuser(s) suffered by any individual bringing a claim against You will be deemed to have arisen out of one originating cause.
  3. You must give notice in writing to the Insurer as soon as is reasonably practicable after becoming aware of any circumstances that may give rise to a Claim or Claims. Please see "How to make a claim" on page 25 of this Policy.
- The following are conditions of this insurance that You need to meet as Your part of this contract. If You do not meet these conditions, the Insurer may reject a claim payment or a claim payment could be reduced. In some circumstances Your insurance may not be valid.
4. You must ensure that You, Your Employees, Members and anyone acting under Your control in the course of Your Business comply with all statutory legislation and requirements for dealing with children and vulnerable adults.
  5. You must provide a written claims declaration to the Insurer upon each renewal negotiation of the Policy.

**COMMUNICABLE DISEASE EXCLUSION**

This exclusion is applicable to the Public & Products Liability Section only.

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**

17/11/2021

**DATE**