



XL Insurance

Sport & Leisure

Schedule

Combined Sport & Leisure Insurance – Affinity
Form CSL-A 0620 - STB

June 2020

Schedule

Policy Details:

Unique Market Ref:	B0334SC3342020714
Policy No:	XLC-BCC-1223-0521
Wording:	Combined Sport & Leisure Insurance - Affinity (CSL-A 0620 – STB)
Insured:	BRITISH COUNCIL FOR CHINESE MARTIAL ARTS (BCCMA)
Insured's Address:	c/o 54 Wren Road, Sidcup, Kent, DA14 4NG
Premises:	None
Business:	National Governing Body for Chinese Martial Arts in the UK Including all Registered Instructors & Students & Clubs
Period of Insurance:	From: 1st May 2021 To: 30th April 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**.

Material Damage Section

Not Operative

Specifications

Sports and Business Equipment

Description:	All Risks Property Damage
Sum Insured Full Value:	GBP 0
Item Limit:	GBP 0
Excess:	GBP 0



Liability Section

Operative

Covered Jurisdictions: **United Kingdom**

Public Liability Sub-Section

Operative

Limit of Liability:	GBP 10,000,000 any one Occurrence
Extension:	Pollution Liability: GBP 5,000,000 any one Occurrence and in the aggregate
Trigger:	Incidents Occurring During
Occurrence Limit:	Combined
Excess:	GBP 100 Applicable to Injury and Damage Applicable to Defence Costs
Defence Costs:	Inclusive
Retroactive Date:	Not Applied Except Data Protection Act: Not Applied
Business Premises:	The Business is carried on from premises in the following territories and no others for the purposes of this Section: United Kingdom

Product Liability Sub-Section

Operative

Limit of Liability:	GBP 10,000,000 any one Occurrence and in the aggregate
Extension:	Pollution Liability: GBP 5,000,000 any one Occurrence and in the aggregate
Trigger:	Incidents Occurring During
Occurrence Limit:	Combined
Excess:	GBP 100 Applicable to Injury and Damage Applicable to Defence Costs
Defence Costs:	Inclusive
Retroactive Date:	Not Applied Except Consumer Not Applied
Products sold in or supplied to:	United Kingdom



Employers' Liability Sub-Section

Operative

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

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

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

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

Trigger: **Injury** Caused During

Occurrence Limit: Protected

Defence Costs: Inclusive

Covered Jurisdictions: **United Kingdom**

Professional Liability Sub-Section

Operative

Limit of Liability: **GBP 5,000,000** 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:

Breach of Confidentiality: **GBP 100,000** any one **Occurrence** and in the aggregate

Excess: **Nil**

Breach of Copyright: **GBP 100,000** any one **Occurrence** and in the aggregate

Excess: **Nil**

Libel and Slander: **GBP 250,000** any one **Occurrence** and in the aggregate

Excess: **Nil**

Trigger: Claims Made and Notified – Reporting Period 60 Days

Occurrence Limit: Combined

Excess: **GBP 100**

Applicable to **Defence Costs**

Defence Costs: Inclusive

Retroactive Date: 29th May 2017

Except Data Protection: Not Applied



Premium

Public/Products Liability & Professional Indemnity/Abuse	GBP
Employers Liability	GBP
“All Risks” Equipment	GBP
Insurance Premium Tax at 12%	GBP
STB Policy Fee	GBP
Total Premium	GBP

Notification of Claims and Circumstances to:

AXA XL
Crisis Management
20 Gracechurch Street
London
EC3V 0BG

E-mail: James.Good@axaxl.com

Jonathan.Kelly@axaxl.com

Signature:

Date of Issue: 21.05.2021

This document has been issued by STB Insurance Brokers under authority from XL Catlin Insurance Company UK Limited.

STB Insurance Brokers is a trading name of Pulse Insurance Limited
Authorised & Regulated by the Financial Conduct Authority for non-investment insurances (FCA Register No. 308626).

STB Insurance Brokers, Jonathan Scott Hall, Thorpe Road, Norwich, Norfolk, NR1 1UH

Tel: 01603 626904

Web: www.stbinsurance.co.uk

Registered in England & Wales No. 3492137



Schedule

Endorsements

Abuse Extension – Claims Made

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.

(a) **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**:

- (i) made against the **Insured** in the **United Kingdom**;
- (ii) first made against the **Insured** during the **Period of Insurance**; and
- (iii) 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 29th May 2017

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.

(b) **Limit of Liability and Excess**

The Limit of Liability under this extension shall be **GBP 500,000** any one **Occurrence** and in the aggregate for the **Period of Insurance**. The **Excess** for this extension shall be **GBP 100.00**.

(c) **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.

(d) **Special Exclusions**

- (i) There shall be no cover under this extension for any person who commits, condones or ignores abuse.
- (ii) This policy does not apply to or include cover for or arising out of or relating to criminal investigations or inquiries relating to abuse.
- (iii) 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.



Schedule

Endorsements

ADDITIONAL CONDITIONS:

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

1. No one shall be allowed to participate whilst under the influence of alcohol or drugs;
2. No one shall be allowed to participate against medical advice;
3. any additional activities provided on a direct or sub-contracted basis are referred to insurers for prior approval;
4. a qualified First Aider is present at all times;
5. All Instructors must be DBS (or National Equivalent) Certified & hold a valid First Aid Certificate
6. Assistant Instructors are only covered by the Instructors policy if a fully qualified, insured Instructor is supervising the session at all times;
7. The Instructor/Student ratio must not exceed 1:20 for Adult Sessions and 1:10 for children under 8 years of age, unless otherwise agreed with Underwriters.
8. Suitable Personal Protective Equipment is worn when required.
9. All apparatus & equipment is regularly checked with any defects found being rectified prior to further use. Checks and finding are to be recorded.
10. All apparatus & equipment is used & maintained in accordance with manufacturers recommendations.
11. It is Expected that insured instructors obtain a BCCMA level 2 Coaching qualification or equivalent as agreed by BCCMA or underwriters

The following must be in place for the **Abuse Cover** to be valid:

- Written Policy on the Protection of Children & Vulnerable Adults;
- Written Anti-Bullying Policy;
- Documented Instructions to Coaches/Instructors/Team Officials on the protection of Children or Vulnerable Adults;
- Written Instructions on managing behaviour & acceptable restraint;
- A documented method to ensure continued compliance with regulations & guidance on the protection of Children & Vulnerable Adults.

In the event of breach of the above Additional Condition(s), **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Student Public Liability Insurance:

It is noted and agreed that the Public Liability limit of indemnity for students is £5,000,000 any one occurrence.

Period of Insurance: 1st May 2021 to 30th April 2022

It is noted and agreed that premiums are declared on a monthly declaration basis with the declared Instructor/Member attaching to the policy for a 12 month period from the date of their declaration.



MAIN EXCLUSIONS:

1. Excluding injury or damage caused by or arising from any Treatment given by or on behalf of the insured (except Emergency Aid administered by a qualified First Aider).
2. Excluding Participant to Participant liability.
3. Excluding all activities other than those disclosed to Underwriters.
4. Excluding the use of all live/sharp blades
5. Coronavirus Absolute Exclusion
Notwithstanding any other provision (including any communicable disease extension), no cover is provided under this policy for any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from 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:

- (i) any fear or threat (whether actual or perceived) of; or
- (ii) 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.

NOTE:

Participant to Participant v Member to Member Insurance.

Under the PL/PI Insurance are Clubs and Members covered for Participant to Participant Liability and/or Member to Member Liability and what is the difference?

Participant to Participant:

The policy excludes any Personal Injury caused and/or contributed to, by any participant in a bout, sparring or any other contact situation, to another participant.

Participant to Participant is the Liability of one Participant to another e.g. a Participant injures an opponent in a bout, sparring or contact situation and as a result, the opponent brings an action against them. This is NOT covered.

Member to Member:

A Member is defined as any member, temporary player or other person actively engaged in and appropriately registered for the purpose of taking part in the insured martial art.

Member to Member cover is the liability of one Member to another Member, when they are NOT participating in a contact situation within the insured martial art e.g. a member accidentally shuts another member's fingers in the door of the dressing room.

So, in summary, **Member to Member Liability is covered** but **Participant to Participant Liability is excluded**.

Whilst Participant to Participant liability is specifically excluded, an injured opponent still has the opportunity to bring an action against the Club and/or an Instructor at the Club, in a bid to secure compensation for his/her injuries, however, in order to be successful they must provide proof that their injury was caused as a result of a negligent act by the Club and/or Instructor





axaxl.com

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

Telephone: +44 (0)20 7626 0486 Fax: +44 (0)20 7623 9101 **axaxl.com**

XL Catlin Insurance Company UK Limited | Registered office: 20 Gracechurch Street, London, EC3V 0BG Registered in England No 1815126
XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.