



**XL Insurance**

**Sport & Leisure**

# Schedule

Combined Sport & Leisure Insurance – Affinity  
Form CSL-A 0422 - STB

April 2022



# Schedule

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## Policy Details:

<b>Unique Market Ref:</b>	B0334SC3342021714	
<b>Policy No:</b>	<b>XLC-BCC-1223-0522</b>	
<b>Wording:</b>	Combined Sport & Leisure Insurance - Affinity (CSL-A 0422 – STB)	
<b>Insured:</b>	<b>The Committee for the Time-Being of The British Council for Chinese Martial Arts (BCCMA)</b>	
<b>Insured's Address:</b>	c/o 54 Wren Road, Sidcup, Kent, DA14 4NG	
<b>Premises:</b>	c/o 54 Wren Road, Sidcup, Kent, DA14 4NG	
<b>Business:</b>	Covering the Association Legal Entity plus all registered & declared Clubs; Instructors; Commercial Instructors & Students thereof for the following activities:  National Governing Body for Chinese Martial Arts in the UK; Instruction; Practicing; In-House Competing; & Demonstration of all Chinese Martial Arts approved by the BCCMA.	
<b>Period of Insurance:</b>	<b>From: 1<sup>st</sup> May 2022</b>	<b>To: 30<sup>th</sup> April 2023</b>

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

<b>Description:</b>	All Risks Property Damage
<b>Sum Insured Full Value:</b>	<b>GBP N/A</b>
Item Limit:	GBP N/A
Excess:	<b>GBP N/A</b>



## Liability Section

Operative

Covered Jurisdictions: **United Kingdom**

### Public Liability Sub-Section

Operative

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

### Product Liability Sub-Section

Operative

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



**Employers' Liability Sub-Section (BCCMA Only)**

**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:** 1<sup>st</sup> April 2018

Except Data Protection: Not Applied



**Premium Rates:**

<b>Policy</b>	<b>Rate</b>
Personal Accident	2.75
Standard PL	0.55
Instructor £10m	32.75
Commercial Instructor £10m	62.75
Total Premium Due	
Plus IPT	IPT @ 12%

**Notification of Claims and Circumstances to:**

AXA XL  
Crisis Management  
20 Gracechurch Street  
London  
EC3V 0BG

E-mail: [James.Good@axaxl.com](mailto:James.Good@axaxl.com)  
[Jonathan.Kelly@axaxl.com](mailto:Jonathan.Kelly@axaxl.com)

**Signature:**

**Date of Issue:** 03.05.2022

This document has been issued by STB Insurance Brokers under authority from AXA XL 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).

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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 **1<sup>st</sup> April 2018**.

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

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## 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. All Instructors must hold a valid & current First Aid Certificate and be DBS Checked (or the National equivalent).
5. All Instructors must be suitably qualified to instruct Martial Arts in accordance with NGB Rules & Regulations. This will be a minimum of Black Belt in the discipline being instructed or an acceptable alternative as agreed with Underwriters.
6. All insured Instructors are expected to obtain a BCCMA level 2 Coaching qualification or equivalent as agreed by BCCMA or Underwriters.
7. Any Assistant Instructors must be supervised by a fully qualified Instructor at all times.
8. The coach to participant ratio must not exceed the National Governing Body recommendation for the activity being coached.
9. Training areas are risk assessed on a regular basis with the results recorded and any defects remedied prior to further use.
10. All apparatus & equipment is regularly checked with any defects found being rectified prior to further use. Checks and findings are to be recorded.
11. All equipment is used & maintained in accordance with manufacturer's recommendations.
12. 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.

### 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 all activities other than those disclosed to Underwriters.
3. Excluding Participant to Participant Liability.
4. Excluding all deliberate or intentional Acts.
5. Excluding the use of Live/Sharp blades.



6. 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.

**Information: Student Public Liability Insurance:**

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

**Period of Insurance: 1<sup>st</sup> May 2022 to 30<sup>th</sup> April 2023**

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.

**Notes: Personal Accident Insurance:**

Playing or participating in any sporting activity carries its own risks. Martial arts is a contact sport and accidents happen, with potentially devastating effects.

Personal Accident Insurance is readily available, and Members are encouraged to take responsibility for their own personal circumstances and consider purchasing a tailor made, individual personal accident policy, to protect their income and assets in the event of an injury sustained whilst participating in their chosen martial art.

**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**.





**Sub Note:**

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](http://axaxl.com)**

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