



XL Insurance

Sport & Leisure

Schedule

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

April 2022



Schedule

Policy Details:

Unique Market Ref:	B0334SC3342022714	
Policy No:	XLC-BCC-1223-0523	
Wording:	Combined Sport & Leisure Insurance - Affinity (CSL-A 0422 – STB)	
Insured:	The Committee for the Time-Being of The British Council for Chinese Martial Arts (BCCMA)	
Insured's Address:	c/o 38 The Gattons, Burgess Hill, West Sussex, RH15 9SW	
Premises:	c/o 38 The Gattons, Burgess Hill, West Sussex, RH15 9SW	
Business:	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.	
Period of Insurance:	From: 1st May 2023	To: 30th April 2024

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 N/A
Item Limit:	GBP N/A
Excess:	GBP N/A



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 (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: 1st April 2018

Except Data Protection: Not Applied



Premium Rates:

Policy	Rate
Personal Accident	
Standard PL	
Instructor £10m	
Commercial Instructor £10m	
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
Jonathan.Kelly@axaxl.com

Signature:

Date of Issue: 24.08.2023

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
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Registered in England & Wales No. 3492137



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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: 1st May 2022 to 30th 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 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.



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