

Schedule

Combined Sport & Leisure Insurance – Corporate

Form CSL-C 02/15 – CIC(UK)L

Schedule

Policy Details:

| | |
|-----------------------------|--|
| Policy No: | SL6000534651, 1 SL6000534654, SL7000534660 |
| Wording: | Combined Sport & Leisure Insurance – Corporate (CSL-C 02/15 – CIC(UK)L) |
| Insured: | Snowsport England Ltd. |
| Insured's Address: | SportPark, Loughborough University, 3 Oakwood Drive, Loughborough LE11 3QF |
| Premises: | SportPark, Loughborough University, 3 Oakwood Drive, Loughborough LE11 3QF |
| Business: | Governing Body for English skiers and snowboarders |
| Membership: | 1,000 coaches 355 leaders 82 clubs 23,000 individuals |
| Period of Insurance: | From: 28 th October 2015 To: 31 st October 2016 |

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

Operative

Any amount stated as Sum Insured Full Value in respect of the Buildings, Ancillary Buildings and Machinery, Plant and Equipment Specifications is subject to a Day One Uplift of 15% – see Clause 5.1.

Specifications

Buildings

Description: Not Insured

Ancillary Buildings

Description: Not Insured

Playing Surfaces

Description: Not Insured

Machinery, Plant and Equipment

Description: Miscellaneous items

Sum Insured Full Value: Inside a locked building covered under the Buildings Specification GBP 6,055

In the open or in a structure covered under the Ancillary Buildings Specification

GBP Nil

Excess: GBP 250

Breakdown Sub-Limit: GBP Nil

Stock

Description: Not Insured

Frozen or Refrigerated Goods

Description: Not Insured

Miscellaneous Contents

Description: Not Insured

Property in Transit

Description: Not Insured

Money

Sum Insured: GBP 5,000

The limit of the **Insurer's** liability is further limited to the sub-limits specified below in respect of any one loss in the following cases:

- | | | |
|---|---|-----------|
| 1 | In bank night safe: | GBP 2,500 |
| 2 | In transit carried by the Insured , partner, director or authorised Employee with a minimum number of able-bodied adult persons in attendance as below: 1 person | GBP 5,000 |
| 3 | Personal money of the Insured or any Employee at the Premises | GBP 250 |
| 4 | At a residence of any principal and/or Employee whether or not kept in locked safe | GBP 500 |
| 5 | In transit or otherwise outside the Premises other than as stated above | GBP 5,000 |
| 6 | At the Premises not kept in locked safes and/or strongroom during Business Hours | GBP 1,000 |
| 7 | At the Premises not kept in locked safes and/or strongroom outside Business Hours | GBP 2,500 |
| 8 | At the Premises out of Business Hours secured in a locked safe or strongroom the keys to which have been removed from the Premises | GBP 1,000 |
| 9 | From vending machines, automated teller machines (ATMS), entertainment or gaming machines at the Premises: | GBP Nil |

| | | |
|----|--|---------|
| 10 | In transit with a professional security company | GBP Nil |
| 11 | Arising from the dishonest acts of any Employee | GBP Nil |

Excess: GBP 150

Territorial Limits United Kingdom

Personal Assault

Capital Sum: GBP 10,000

The percentages in the table below are percentages of the Capital Sum.

| | | |
|---|--|------|
| 1 | Death | 100% |
| 2 | Loss of Sight – one eye | 50% |
| 3 | Loss of Sight – both eyes | 100% |
| 4 | Loss of Limb – one limb | 50% |
| 5 | Loss of Limb – two limbs | 100% |
| 6 | Loss of Sight and Loss of Limb | 100% |
| 7 | Permanent Total Disablement | 100% |
| 8 | Temporary Total Disablement – amount per week during such disablement but not beyond fifty (50) weeks in excess of the first two (2) weeks from the date on which the Insured Person first sustained Injury | 2% |

Territorial Limits United Kingdom

Glass

Description: Not Insured

Portable Equipment

Description: As detailed below

| | | |
|--------------------------------|---------------------------------------|-------------|
| Sum Insured Full Value: | 1. Kit and Equipment | GBP 8,748 |
| | 2. Trophies | GBP 3,500 |
| | 3. Computers/Portable Computers | GBP 2,800 |
| | 4. Computers/Portable Computers | GBP 11,530 |
| | 5. Tools | GBP 535 |
| | 6. Member Club Miscellaneous Property | GBP 410,000 |

Item Limit: 1.-5. GBP 2,000
6. GBP 5,000 any one club

Excess: GBP 150

Breakdown Sub-Limit: GBP Nil

Territorial Limits 1. 4. & 5. **United Kingdom**

2. 3. & 6. Worldwide

Loss of Licence

Description: Not Insured

Rent Payable

Description: Not Insured

Business Interruption Section

Operative

Any amount stated as Sum Insured in respect of the Loss of Gross Profit, Loss of Gross Revenue and Loss of Gross Rentals Specifications is subject to the condition of average only where the relevant actual Estimated Annual amount exceeds the relevant Estimated Annual amount by 35% or more – see Clause 6.2.1(b)(iv), 6.2.2(b)(ii) and 6.2.3(b)(ii).

Specifications

Loss of Gross Revenue

Sum Insured: Not Insured

Additional Increased Cost of Working

Sum Insured: GBP 40,000

Indemnity Period: 12 months

Auditors Charges

Sum Insured: Not Insured

Territorial Limits: **United Kingdom**

Liability Section

Operative

Public Liability Sub-Section

Operative

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

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

Trigger: Incidents Occurring During

Occurrence Limit: Protected

Excess: GBP Nil

Applicable to **Injury and Damage**

Applicable to **Defence Costs**

Defence Costs: Inclusive

Retroactive Date: 1st January 1985 (subject to endorsement 03)

Except Consumer 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:

Worldwide

Covered Jurisdictions: Worldwide excluding the United States of America and Canada

Product Liability Sub-Section

Operative

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

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

Trigger: Incidents Occurring During

Occurrence Limit: Protected

Excess: GBP Nil

Applicable to **Injury** and **Damage**

Applicable to **Defence Costs**

Defence Costs: Inclusive

Retroactive Date: 1st January 1985 (subject to endorsement 03)

Except Consumer Protection Act: Not Applied

Products sold in or supplied to: Worldwide excluding the United States of America and Canada

Covered Jurisdictions: Worldwide excluding the United States of America and Canada

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: In Addition

Covered Jurisdictions: **United Kingdom**

Professional Liability Sub-Section

Operative

Limit of Liability: GBP 10,000,000 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: 250

Breach of Copyright: GBP 100,000 any one **Occurrence** and in the aggregate
Excess: 250

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

Trigger: Claims Made and Notified – Reporting Period 365 Days

Occurrence Limit: Protected

Excess: GBP Nil

Applicable to **Defence Costs**

Defence Costs: Inclusive

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 United States of America and Canada

| | |
|--------------------------------|-----------------|
| Premium | GBP Undisclosed |
| Insurance Premium Tax at 6.00% | GBP Undisclosed |
| Total Premium | GBP Undisclosed |

Notification of Claims and Circumstances to:

Claims Department
Catlin Insurance Company (UK) Ltd.
20 Gracechurch Street
London
EC3V 0BG

E-mail: Jonathan.Kelly@xlcatlin.com
Matt.Malone@xlcatlin.com

Signed by:

A handwritten signature in black ink, appearing to be 'PJ'.

Paul Jardine
Director
Catlin Insurance Company (UK) Ltd.

Initial: PT

Date: 9th November 2015

Schedule

Endorsements

01 Members

| | |
|-------------------------------|---|
| Limit of Liability: | GBP 10,000,000 any one Occurrence |
| | Pollution Liability sub-limit: GBP 1,000,000 any one Occurrence and in the aggregate |
| Excess: | GBP Nil |
| 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.

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

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:

- (a) **Injury**;
- (b) **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, regardless of the number of **Members** involved, 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. The total liability of the **Insurer** shall not exceed the Limit of Liability for this endorsement as stated above regardless of the number of **Members** involved in a **Claim**.

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**:

- (i) ownership or occupation of any land or building; or
- (ii) 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**.

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.

All other terms and conditions remain unaltered.

02 Abuse

Abuse Extension – Claims Made CSL-C 002 02/15

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 1st January 1985 (see 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.

(b) Limit of Liability and Excess

The Limit of Liability under this extension shall be GBP 2,500,000 any one **Occurrence** and in the aggregate for the **Period of Insurance**. The **Excess** for this extension shall be GBP Nil.

(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.

There shall be no cover under this extension for any **Claim** based upon or arising out.

03 Retroactive Dates

The following Limit(s) of Indemnity are applicable in respect of the Retroactive Dates detailed in this Schedule. Dates are inclusive:

Public and Products Liability sub-sections:

| | |
|--|---------------|
| 1 st January 1985 to 31 st October 2010 | GBP 1,000,000 |
| 1 st November 2010 to 31 st October 2013 | GBP 2,000,000 |
| 1 st November 2013 to 27 th October 2015 | GBP 5,000,000 |

Professional Liability sub-section:

| | |
|--|---------------|
| 1 st January 1985 to 31 st October 2010 | GBP 1,000,000 |
| 1 st November 2010 to 31 st October 2013 | GBP 2,000,000 |
| 1 st November 2013 to 27 th October 2015 | GBP 5,000,000 |

Abuse (endorsement 02):

| | |
|--|---------------|
| 1 st January 1985 to 31 st October 2013 | GBP 500,000 |
| 1 st November 2013 to 27 th October 2015 | GBP 2,500,000 |

04 Additional Conditions

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

1. Coaches and/or Instructors must be certified to a minimum of level 4 development coach or, for coaching outside of the United Kingdom, a minimum of at least UKCP level 2 coach.
2. Leaders must hold the Snowsport England recognised leadership qualification.

Cover under the Portable Equipment Sub-Section is subject to the Minimum Security Protections detailed in 5.5.9 of the policy.

05 Additional Exclusions

Cover under all Liability sub-sections is subject to the following additional exclusions.

1. Any off-piste activities.
2. Non-club commercial entity activities (Such as Dry Ski Schools/Slopes).

06 Additional Cover

Cover under the Employers Liability Sub-Section extends to include:

1. 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:

1. Coaches/instructors subject to their turnover not exceeding GBP 25,000 per annum.
2. 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.
3. Overseas members for their participation in organised events recognised by Snowsport England Ltd.