



**SPORTSCOVER**

## Policy Schedule

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.

Registered in England and Wales No. 37266780

**Policy Number**

**PLON99/0082220**

<b>The Insured</b>	<b>BRITISH CANOEING</b>
<b>Address</b>	NATIONAL WATER SPORTS CENTRE, ADBOLTON LANE, HOLME PIERREPONT NOTTINGHAM NG12 2LU UNITED KINGDOM
<b>Broker</b>	INFINITY SPORTS & LEISURE LIMITED
<b>Brokers Address</b>	40 MITRE STREET LONDON EC3A 5BZ UNITED KINGDOM
<b>Sport / Activities</b>	NATIONAL GOVERNING BODY FOR CANOEING/PADDLE SPORTS IN GREAT BRITAIN
<b>Teams / Members</b>	39,023 MEMBERS 12,911 COACHES 36 OFFICIALS & DIRECTORS 494 CLUBS
<b>Period of Insurance</b>	From 1/11/2017 to 31/10/2018. 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 Certain Underwriters at Lloyd's under contract number B1338 17SCE0007

Section	Limit of Indemnity	Excess
<b>PUBLIC &amp; PRODUCTS LIABILITY:</b>	£10,000,000 any one Occurrence, but limited to £10,000,000 in the aggregate in respect of Products Liability	£250
<b>EMPLOYERS LIABILITY:</b>	£10,000,000 any one Occurrence	£NIL
<b>PROFESSIONAL INDEMNITY:</b>	£10,000,000 any one Claim, limited to £10,000,000 in the aggregate	£NIL
<b>Retroactive Date:</b>	1/11/2011	

### INSURED TITLE

It is noted that the Insured is more fully defined as;

British Canoeing, Scottish Canoe Association, GB Canoeing, Canoe Association of Northern Ireland, the Canoe Foundation and their employees, Directors, officers, event safety officers, officials, committee Members, events, affiliated clubs, coaches, members and Voluntary helpers.

### EXCESS

Excess is in respect of Third Party Property Damage only.

### COACHING CONDITION

It is a condition precedent to Our liability that all coaches must hold a qualification as recognised by The Insured. If this Condition is not complied with, the policy coverage will not be operative.

### ENDORSEMENT

It is noted that Exclusion 6 of the Public & Products Liability Section is deleted and restated as follows;

6. arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the Insured of:
  - 6.1 any Aircraft or hovercraft, or
  - 6.2 any property or structure used as a Landing Area for Aircraft provided such liability arises out of such use as a Landing Area, or
  - 6.3 any Watercraft or vessel exceeding 8 metres in length; but this Exclusion 6.3 will not apply with respect to operations by independent contractors. This exclusion shall not apply in respect of Watercraft of vessels exceeding 8 metres in length provided such Watercraft or vessels are not propelled by any means other than manual power.

## INDEMNITY TO OTHER PERSONS

The Insurer will Indemnify In the terms of this insurance if requested by You:

(A) in writing and agreed by Us in writing;

- (1) any director, partner or Employee of Yours in respect of liability for which You would have been entitled to Indemnity under this insurance if the claim had been made against You;
- (2) any principal for legal liability in respect of which You would have been entitled to Indemnity under this Policy if the claim had been made against You arising out of work carried out by You under a contract or agreement, provided that the giving of indemnity has been agreed by Us in writing at the commencement of this insurance, or by subsequent endorsement to this insurance;

and provided always that all those persons or parties, as though they were You, observe fulfil and comply with the terms conditions and exclusions of this insurance.

## TERRITORIAL LIMITS

Definition 32.3 of the policy are amended to read:

Anywhere in the world excluding the United States of America and Canada, their territories, possessions, dependencies or protectorates. However this exclusion shall not apply to temporary visits of not more than 30 days of non-residents of the United States of America and Canada.

## JURISDICTION

It is noted that the Law and Jurisdiction applicable under this Policy is amended to read as anywhere in the World, excluding the United States of America and Canada, their territories, possessions, dependencies or protectorates.

## EXCLUSION

This Policy excludes any liability arising out of any commercial coaching and/or the operation of any independent coaching schools whereby coaches will be receiving a fee, except where noted by Extension below.

## COVER EXTENSION

In accordance with the sum(s) insured, terms and conditions of the policy, coverage is hereby extended to include individual coaches, registered and qualified with the Insured, for the purposes of coaching/instructing independently, provided turnover generated from such coaching activities does not exceed £35,000 per annum.

## ABUSE EXTENSION

Retroactive Date:

Limit of indemnity:

- |               |  |
|---------------|--|
| A. 01/11/2011 | A. £2,500,000 any one claim and in the aggregate |
| B. 01/11/2003 | B. £500,000 any one claim and in the aggregate   |
| C. 01/11/1985 | C. £100,000 any one claim and in the aggregate   |

Excess: £1,000 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): 8.2", 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 attempted Abuse 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 attempted Abuse 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 means circumstances where:

- a) You had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental, and/or spiritual) of the victim and were in breach of this duty to protect those Your care either through negligence or vicariously for the acts and/or omissions of Your Employees, Members, volunteers, etc.
- b) Abuse may be physical, sexual or psychological in nature.

**Abuse includes:**

- i. behaviour which sexualises the victim and uses the victim for sexual gratification.
- ii. the sexual interaction between two minors if there is a perceived difference in power between the victim and the Abuser.
- iii. the imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, but this would not include a single incidence of physical assault.
- iv. the deliberate pre-meditated maltreatment of the victim by an individual in a position of responsibility.

**Abuse does not include:**

- i. schoolyard and workplace bullying
- ii. medical and/or physiotherapy and/or nursing malpractice or any error or omission in the provision medical and/or physiotherapy and/or nursing care or treatment.

**Abuse which commenced or is alleged to have commenced after:**

- c) "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";
- d) "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 attempt at Abuse.

**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 attempt at Abuse 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.
7. Indemnify any person who has or has been alleged to have:
  - a) authorised or permitted Abuse;
  - b) disregarded knowledge of Abuse;
  - c) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse;
  - d) aided or contributed to or supported Abuse; or
  - e) intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse.

**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 attempt(s) at Abuse 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 by the same Abuser(s):
  - a) claims brought against You by each individual who suffered Abuse or attempt(s) at Abuse 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 attempt(s) at Abuse 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 23 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.

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.

  
REGISTERED IN EUROPE  
SPORTSCOVER EUROPE  
SIGNATURE

30/10/2017  
DATE