

## EVIDENCE OF INSURANCE

This document is to evidence your public liability insurance cover

<b>REFERENCE/POLICY NUMBER</b>	POL-17052409102837
<b>INSURED</b>	Birmingham FA and their affiliated members
<b>UNDERWRITTEN BY</b>	Sportscover Europe Ltd and their associated insurers
<b>PERIOD OF INSURANCE</b>	From: 01/07/2024 To: 30/06/2025
<b>RETROACTIVE DATE</b>	01/05/2007
<b>INSURED SPORT</b>	Football
<b>GROSS PREMIUM</b>	To be advised
<b>INSURANCE PREMIUM TAX</b>	To be advised
<b>NET PREMIUM</b>	To be advised
<b>ADMINISTRATION FEES</b>	To be advised

### SUMMARY OF BENEFITS

- Public liability** GBP 10,000,000 any one occurrence  
Excess(es): GBP 150 each and every claim for damage to Third Party Property;  
or GBP 25 in respect of each and every claim for damage to glass/windows up to GBP 2,000;  
or GBP 150 in respect of each and every claim for damage to glass/windows over GBP 2,000
- Products liability** GBP 10,000,000 in the aggregate  
Excess(es): GBP 150 each and every claim for damage to Third Party Property;  
or GBP 25 in respect of each and every claim for damage to glass/windows up to GBP 2,000;  
or GBP 150 in respect of each and every claim for damage to glass/windows over GBP 2,000
- Player legal defence costs** GBP 250,000  
Excess(es): GBP 150 each and every claim
- Professional indemnity** GBP 10,000,000  
Excess(es): GBP 100 each and every claim
- Employers liability** GBP 10,000,000 any one occurrence and in the aggregate  
Excess(es): GBP 250 each and every claim
- Management liability** GBP 5,000,000 any one occurrence and in the aggregate  
Excess(es): GBP 150 each and every claim
- Abuse** GBP 1,000,000 any one occurrence and in the aggregate  
Excess(es): GBP 150 each and every claim

This summary is part of a full policy wording which is available on upon request. This document is issued as a matter of information only and is subject to the policy terms, conditions, limitations, exclusions and cancellation provisions.

### SIGNED:



On behalf of Sportsguard and Underwriters

**DATED:** 05 June 2024

## CONDITIONS AND/OR ENDORSEMENTS

### HIRERS CONDITION

All third parties hiring the premises for reward must have an insurance policy providing indemnity against Public Liability in their own name for a limit of indemnity of at least £10,000,000. Furthermore, any third parties providing or supplying disco or live music entertainment at the premises must have an insurance policy providing indemnity against General Liability in their own name for a limit of indemnity of at least £5,000,000.

### PARTICIPANT TO PARTICIPANT DEFENCE COSTS AND EXPENSES

Despite "Exclusion (What is not covered) – 13" on page 10 of this Policy the Insurer will indemnify the Insured in the terms of this Policy in the event of Bodily Injury caused by one participant to another participant, but:

- a) only in respect of Costs and Expenses incurred with our written consent up to but not exceeding £250,000 for any one claim and in the aggregate under paragraph 2 of the Insuring Agreements (what is covered) to this Section of this Policy;
- b) the Insurer will not Indemnify the Insured against any claim nor Costs and Expenses arising from or caused by: an assault, battery or any intentional or premeditated or malicious or deliberate violence, criminal act or acts or intent to cause harm or gross negligence

### ABUSE EXTENSION

Retroactive Date: Limit of indemnity:

A. 01/05/2015 A. £1,000,000 any one claim and in the aggregate

Excess: £150 each and every claim

This Extension is on a "claims made" basis. It only covers claims made by 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", 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 Molestation or attempted Abuse or Molestation 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 Molestation or attempted Abuse or Molestation 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 or Molestation means:

- a) any physical, mental or emotional abuse including but not limited to harassment or bullying, voyeurism, invasion of privacy, mistreatment or maltreatment, neglect, any act of a sexual nature or any act undertaken with a sexual motive, or;
- b) any situation where You had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental

and/or emotional) of a victim and were in breach of that duty to protect those in Your care either through negligence or vicariously for the acts and/or omissions of Your Employees, Members or Volunteers.

Abuse does not include:

i. 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:

a) "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";

b) "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 25 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.

- i) 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
- ii) You must provide a written claims declaration to the Insurer upon each renewal negotiation of the Policy.

#### GENERAL EXTENSIONS

The following General Extensions apply only if the Schedule specifies that the Public & Product Liability Section and/or The Employers Liability section of this Policy is covered. Indemnity to Landowners In the event of a claim against a landowner in respect of accidental: 1. Bodily Injury to any person, other than Employees, and/or Property Damage arising from the Insured's use of their land, but only for the purpose of playing the Sport, at the request of the Insured the Insurer will Indemnify the landowner, provided that if Indemnity is extended to the landowner that they will be subject to the terms of this Policy so far as they can apply and in any event the Insurer's liability will not exceed the applicable limit of indemnity specified in the Schedule. Events The Insurer will Indemnify the Insured in respect of their legal liability for accidental Bodily Injury to any person other than Employees and accidental Property Damage arising from events including club fundraising and tournaments provided the attendance does not exceed 5,000 attendees per day and subject to the following:

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A) Participant to participant liability exclusion The Insurer will not Indemnify the Insured in respect of liability arising out of or in connection with disputes between participants whilst they are taking part in the activities organised by or using facilities provided by or on behalf of the Insured.

These are conditions of the insurance that You need to meet as Your part of this contract. If You do not meet any of these conditions and that either causes a claim or contributes to a claim, the Insurer may need to reject that claim or payment in respect of that claim may be reduced.

#### EVENT ORGANISERS' CONDITION

It is a condition of this insurance that:

the following or similar activities carried out or arranged on Your behalf must be contracted out to bona fide sub-contractors:

- A) erection of stands, stages or similar structures;
- B) security, crowd control or stewarding;
- C) height work above 3 metres from the ground, stage or floor level; and
- D) fireworks or pyrotechnics.

#### HAZARDOUS ACTIVITIES CONDITION

It is a condition of this insurance that:

i) any hazardous activities arranged by or on Your behalf must be contracted out to and operated by bona fide sub-contractors.

ii) You must refer to Us any activity before its commencement if there is reasonable cause for doubt as to whether that activity is a hazardous activity and We have the right to determine whether this condition applies to that activity. For the purpose of this condition, "hazardous activities" means any activity which involves an increased risk of Bodily Injury or Property Damage and includes, but is not limited to the activities or facilities listed below: abseiling, amusement rides, ballooning, bar fly, boating, bonfires, bouncy castles, boxing, bungee jumping, bungee running, canoeing, caving, clay pigeon shooting, extreme sports, fairground rides, fireworks, go karts, hang gliding, horse riding, hot air ballooning, inflatables, jet skiing, kayaking, martial arts, micro lighting, motor vehicle/bike racing, mountaineering, offshore activities, paint ball, parachuting, paragliding/parasailing/parascending, physical team building exercises, pot holing, power boating, quad biking, reverse bungee, rock climbing, sailing, sand yachting scuba, diving/sub aqua sports, skiing, sky diving, shooting, snowboarding, speed boating, surfing, survival training courses, wall climbing, water skiing, white-water rafting, wind surfing, zorbing

#### EVIDENCE OF INSURANCE (SUBCONTRACTORS) CONDITION

It is a condition of this insurance that You must obtain and retain written confirmation from each bona fide subcontractor undertaking work on Your behalf:

- A) that they have and will maintain in force Public Liability insurance covering the activities or services provided by them for the duration of their work in connection with Your event with a minimum limit of indemnity of £5,000,000; and
- B) that their Public Liability insurance provides an indemnity to You as principal.

#### PROPERTY DAMAGE TO WINDOWS AND WINDSCREENS

The Insurer will Indemnify the Insured in respect of their legal liability for Property Damage to windows and windscreens arising out of playing and/or practising the Sport, up to an amount not exceeding £2,000 for all claims arising out of one occurrence; provided that:

The Insured must bear the first £25 of each claim for Property Damage to windows and windscreens;

- i) the Insured must provide evidence to the Insurer's satisfaction that the Property Damage occurred. If there is satisfactory evidence of the Property Damage and that the Insured has responsibility, then settlement will be considered without legal liability or negligence being proven;
- ii) any claim which falls outside of these conditions or which will or is likely to exceed to £2,000 will, without prejudice to any settlement under this extension, nor to Your legal liability to any third party, be considered under the Public & Product Liability Section section of this Policy for which proof of Your negligence needs to be demonstrated by the third party claimant;
- iii) the Property Damage to windows and/or windscreens was not caused by or resulting from any cause otherwise excluded under this Policy;
- iv) You notify the Insurers as soon as reasonably practicable upon becoming aware of all circumstances which may give rise to a claim under this extension and continue to advise the Insurers of the situation until the claim has been resolved.

#### DESIGNATED CHANGING FACILITIES OWNED OR OPERATED BY THE INSURED

The Insurer will Indemnify the Insured in respect of their legal liability arising as a result of loss of or damage to visitors' effects stored in any designated changing facility owned or operated by the Insured up to but not exceeding £10,000 for all claims arising out of one Occurrence, provided that the Insured must bear the first £100 of each claim.

These are conditions of the insurance that You need to meet as Your part of this contract. If You do not meet any of these conditions and that either causes a claim or contributes to a claim, the Insurer may need to reject that claim or payment in respect of that claim may be reduced.

A) A disclaimer of liability for loss or damage to visitors' effects must be displayed prominently in or adjacent to the designated changing facility.

B) An attendant must be on duty throughout the whole time that the designated changing facility is in use or whilst it is unattended it must be locked securely at all times.

#### CAR PARKS OWNED OR OPERATED BY THE INSURED

The Insurer will Indemnify the Insured in respect of their legal liability arising as a result of damage to visitors' motor vehicles occurring in a car park owned or operated by the Insured, up to but not exceeding £50,000 for all claims arising out of one Occurrence, provided that the Insured must bear the first £100 of each and every claim.

The following is a condition of the insurance that You need to meet as Your part of this contract. If You do not meet this condition and that either causes a claim or contributes to a claim, the Insurer may need to reject that claim.

#### SPORTSGUARD FOOTBALL SCHEME POLICY ENDORSEMENT

It is noted and agreed that when referenced SFAS means the Sportsguard Football Association Scheme underwritten by Us. It is noted and agreed that when referenced National League System means the seven levels (Steps) of the English football league system immediately below the level of the Premier League and The Football League. It is noted and agreed that General Definition 18 is Insured superseded by the following Definition Insured means: 18.1 The Football Association named in the Schedule and/or current affiliated leagues and/or clubs and/or members at no higher than Step 5 of the National League System who have applied to and been accepted by the SFAS; 18.2 any director, executive officer, committee member, office-holder or Employee of the Football Association, affiliated leagues or clubs, but only whilst acting within the scope of their duties in that capacity; 18.3 any registered Member or voluntary worker of the Football Association, affiliated leagues or clubs, but only whilst acting in connection with the Football Association and the affiliated club's and league's activities and whilst conforming to the Football Association, club and league rules and by-laws. The Member will only be entitled to Indemnity under this Policy to the extent that the Member is not entitled to Indemnity under any other Policy of



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insurance; 18.4 any owner of plant in respect of the hire of said plant to the insured club, but only to the extent required under written contract or agreement;



## IMPORTANT INFORMATION

### PLEASE READ CAREFULLY

Subject to the aforementioned, the affiliated league/club/referee shall observe fulfil and be subject to the terms, exclusions and conditions contained in the master policy document. A copy of the master policy is available from your affiliating association or Sportsguard.

### NOTES TO PRINCIPAL

1. All policies in force up to stated renewal dates.
2. General Principals' Clause and/or equivalent included.
3. Subject to policy terms, conditions and exceptions.
4. The above is correct at the date of signing.
5. Alterations/cancellation may occur during the period.
6. Current position will be confirmed on request.

### NOTE TO CONTRACTOR

This document is sufficient evidence to your Principal of the existence of the above insurance arrangements. Do not part with your original policies. Please retain this original Form.

## CLAIMS NOTIFICATION PROCEDURE

Please note that all incidents that could give rise to a claim must be **immediately** reported to Sportsguard, with any writ or summons forwarded on immediately following receipt. You should not admit liability under any circumstances as the insurers will respond to all allegations on your behalf.

The insurer 'Sportscover Europe Ltd' will initially have 40 days from the date you are notified of the incident, to respond to all allegations made against your club or league. **Please note that failure to report a claim or a potential claim immediately could result in indemnity under this policy being withdrawn by the insurers.**

Following changes to legislation in respect of the handling of Liability claims, there are now strict timescales in place which must be adhered to following formal notification of a Public Liability or Employers' Liability claim.

You should follow the steps outlined below following receipt of a formal notification of a claim by a legal representative acting on behalf of the claimant:-

1. If you receive a Claims Notification Form (CNF) relating to either a claim against your club or a player you should **immediately** (and no later than one working day) send an electronic acknowledgment of receipt of the CNF to the claimant's legal representatives. We suggest a wording of: We acknowledge receipt of the CNF dated XXXX which is being passed onto our insurer, 'Sportscover Europe Ltd', under policy number PLON99/0116779 / PLON99/0116780

2. You should then **immediately** send the CNF and associated correspondence to Sportsguard to enable formal acknowledgement by the insurer to the claimant's legal representatives (NOTE: Sportsguard will not be able to acknowledge such notifications; this is the responsibility of the insurer)