XL Insurance

Liability

Public and Products Liability Insurance Member Clubs Certificate

PNPO UK AXICL 08/22

Table of Contents

This certificate is a summary of the terms applicable to the **Insured Person**.

The full terms and conditions are found in the **Policy** issued to the **Policyholder**.

Schedule

Policy Details

Policy Number:	UKG0042939LI25A
Policyholder:	The British Amateur Gymnastics Association t/as British Gymnastics; Gymnastics Enterprises Ltd, British Schools Gymnastics Association, English Gymnastics Association, British Gymnastics Foundation, Gymnastics Northern Ireland and Isle of Man Gymnastics Association and all Regions and County Associations of The British Gymnastics Association
Insured Person:	All autonomous Registered Clubs for whom the **Policyholder** is the governing body.

Limit of Indemnity

The Limit of Indemnity for the **Policy** (subject to reduction by the applicable **Deductible**) shall be as follows:

(a) The maximum liability of the **Insurer** in respect of any one **Event** insured by the **Policy** shall not exceed:

GBP 5,000,000

(b) The maximum liability of the **Insurer** in respect of **Products** insured by the **Policy** shall not exceed:
GBP 5,000,000 in the aggregate during any one **Period of Insurance**.

(c) The maximum liability of the **Insurer** in respect of **Pollutants** insured by the **Policy** shall not exceed:
GBP 5,000,000 in the aggregate during any one **Period of Insurance**.

Deductible

The **Deductible** for any **Event** shall be:
GBP 250 each and every Event in respect od loss of or damage to **Property**

Period of Insurance

From:	1st October 2025
To:	30th September 2026

both dates inclusive, local standard time at the address of the **Insured** as stated above.

Territorial Limits

Anywhere in the World

Claim Notification

XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Signed by:

On behalf of the **Insurer**

Dated: 1st October 2025

AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308)

Registered Office is 20 Gracechurch Street, London, EC3V 0BG

Registered in England No. 5328622

XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited in connection with the policy.

XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered office is XL House, 8 St Stephen's Green, Dublin 2 Ireland

Registered number 659610

A1 Insuring Clause

A1.1 The **Insurer** will provide indemnity to the **Insured Persons**:

(1) against legal liability for **Damages** in respect of:

(a) **Physical Injury** to any person;

(b) loss of or damage to **Property**;

(c) obstruction, nuisance, trespass, loss of amenity or interference with any right of way, air, light or water or other easement

occurring during the **Period of Insurance** in the **Territorial Limits** whilst the **Insured Person** is engaged in **Membership Activities**.

(2) for **Defence Costs** of any claim against the **Insured Persons** which is covered (or if it is upheld would be covered) under paragraph A1.1(1) above.

B. Limits of Liability

B1 The amounts payable by the **Insurer** for **Damages** under paragraph A1.1(1) or any extension shall not exceed the applicable Limit of Indemnity specified in the Schedule in respect of each **Insured Person.**

B2 The applicable Limits of Indemnity specified in the Schedule shall be inclusive of all amounts payable by the **Insurer** for **Defence Costs** under paragraph A1.1(2) or any extension**.**

B3 Where the **Insurer** is liable to indemnify more than one party the total amount payable shall not exceed the Limit of Indemnity or Sub-Limit of Indemnity as specified in the Schedule**.**

C. Extensions

(Each of which is subject otherwise to the terms of the **Policy**.)

G1 Advertising Injury

G1.1 Notwithstanding exclusion P10 (Financial Loss), the **Insurer** will provide indemnity to the **Insured Entity**:

(1) against legal liability for **Damages** in respect of :

(a) oral or written publication of material that slanders or libels a person or organisation;

(b) oral or written publications, broadcast or telecast of material that violates a person's right of privacy;

(c) piracy, unfair competition, or misappropriation of advertising ideas under an implied contract;

(d) infringement of copyright title or slogan

occurring during the **Period of Insurance** and arising out of advertising the **Products** or services of the **Insured Entity**.

(2) for **Defence Costs** of any claim against the **Insured Entity** which is covered (or if it is upheld would be covered) under paragraph G1.1(1) above.

G1.2 The indemnity in this extension will not apply to any legal liability or pay any amounts:

(1) for breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) for the failure of **Products** or services to conform with advertised quality or performance;

(3) for the wrong description of the price of **Products** or services;

(4) for an offence committed by any **Insured Entity** whose business is advertising, broadcasting, internet service provision, publishing or telecasting;

(5) for oral or written publication of material by or at the direction of the **Insured Entity** when the **Insured Entity** (or any director, partner, officer or **Employee** of the **Insured Entity** involved with or responsible for the publication) had knowledge of its falsity;

(6) for oral or written publication of material which first took place prior to the inception date of this **Policy** (whether or not subsequently repeated during the **Period of Insurance**);

(7) assumed by virtue of an agreement or contract where such liability would not have attached in the absence of any agreement or contract.

G2 Acquisitions

G2.1 Notwithstanding condition I1 (Information Given to the Insurer) this **Policy** shall apply automatically to any new acquisition or newly formed subsidiary or associated company (but only where indemnity is already provided under this **Policy** for associated companies) by an **Insured Entity** company during the **Period of Insurance**, provided that:

(1) the **Insured Entity** notifies the **Insurer** in writing:

(a) immediately for new acquisitions or creations where turnover exceeds GBP 250,000,000 or fifty percent (50%) of total group turnover declared at inception of this **Policy**, whichever is the greater;

(b) within thirty (30) days for new acquisitions or creations where turnover exceeds GBP 10,000,000 or fifteen percent (15%) of total group turnover declared at inception of this **Policy**, whichever is the greater;

(c) within ninety (90) days for all other new acquisitions or creations; or

(d) at the beginning of any new **Period of Insurance**, if this is earlier than above.

(2) the turnover in respect of such new acquisition or creation is declared, and additional premium is paid, from the time of acquisition or creation in proportion to the total turnover declared at inception of the **Period of Insurance**.

(3) where such new acquisition or creation has activities representing a material alteration to the **Business**, or is reasonably expected to increase the risk by means of frequency or severity of claims, the **Insurer** reserves the right to determine specific rates and terms and conditions for that new acquisition or creation.

(4)

G3 Consumer Protection Act – Defence Costs

G3.1 The **Insurer** will provide indemnity to the **Insured Entity** for:

(1) any costs of prosecution awarded against the **Insured Entity**;

(2) **Defence Costs** incurred

in any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of a breach of Part II of the Consumer Protection Act 1987 (or any subsequent or amending legislation or any similar overseas legislation), provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.

G3.2 The amounts payable by the **Insurer** for any costs of prosecution and **Defence Costs** under this extension shall form part of and not be in addition to the Limit of Indemnity specified in the Schedule.

G4 Contingent Motor (Non-Owned Motor Vehicles)

G4.1 Notwithstanding exclusion P11 (Motor, Marine and Aviation), the **Insurer** will provide indemnity to the **Insured Entity** (but to no other party or person):

(1) against legal liability for **Damages** in respect of :

(a) **Physical Injury** to any person;

(b) loss of or damage to **Property**;

occurring during the **Period of Insurance** in the **Territorial Limits**, arising out of the use of any motor vehicle not the property of, nor provided by, the **Insured Entity** and being used in connection with the **Business**.

(2) for **Defence Costs** of any claim against the **Insured Entity** which is covered (or if it is upheld would be covered) under paragraph G4.1(1) above.

G4.2 The indemnity in this extension will not apply to any legal liability or pay any amounts for:

(1) **Physical Injury** to any person or loss of or damage to **Property** arising while such motor vehicle is being driven by any person who, to the knowledge of the **Insured Entity** (or any director, partner or officer of the **Insured Entity**), does not hold a licence to drive or is disqualified from holding or obtaining such a licence.

(2) loss of or damage to any such motor vehicle or its contents:

G5 Contractual Liability

G5.1 Notwithstanding exclusion P2 (Contractual Liability), the **Insurer** will provide indemnity to the **Insured Entity**:

(1) against legal liability for **Damages** in respect of:

(a) **Physical Injury** to any person;

(b) loss of or damage to **Property**

assumed by the **Insured Entity** under contract or agreement and which would not have attached in the absence of any contract or agreement.

(2) for **Defence Costs** of any claim against the **Insured Entity** which is covered (or if it is upheld would be covered) under paragraph G5.1(1) above.

G5.2 The indemnity in this extension will not apply to any legal liability or pay any amounts arising from loss of or damage to **Property** caused by any risk against which the **Insured Entity** is required to effect a material damage and/or business interruption type policy of insurance by the conditions of any contract.

G5.3

G6 Corporate Manslaughter and Corporate Homicide Act 2007 – Defence Costs

G6.1 The **Insurer** will provide indemnity to the **Insured Entity** for:

(1) any costs of prosecution awarded against the **Insured Entity**;

(2) **Defence Costs** incurred

in any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent or amending legislation or any similar overseas legislation), provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.

G6.2 The amounts payable by the **Insurer** for any costs of prosecution and **Defence Costs** under this extension shall not exceed GBP 1,000,000 in the aggregate.

G7 Costs for Court Attendance

G7.1 In the event of any of the persons listed below attending any court as a witness at the request of the **Insurer** in connection with a claim in respect of which the **Insured Entity** would be entitled to indemnity under this **Policy**, the **Insurer** will pay to the **Insured Entity** at the following rates per day for each day on which attendance is requested:

(1)	any director or partner of the **Insured Entity**	GBP 1,000
(2)	any **Employee**	GBP 750

G8 Cross Liabilities

G8.1 If the **Insured Entity** comprises more than one party, the **Insurer** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** had been issued to each, provided that the total amount payable to all parties indemnified in the aggregate shall not exceed the Limit of Indemnity or any applicable Sub-Limits of Indemnity stated in the Schedule.

G9 Data Protection (Claims Made/Circumstances Notified)

G9.1 Notwithstanding exclusions P4 (Data Protection) and P7 (Electronic Data), the **Insurer** will provide indemnity to the **Insured Entity**:

(1) against legal liability for **Damages** in respect of claims for material or non-material damage under:

a) Section 168 and/or 169 of the Data Protection Act 2018; or,

b) Article 82 of the General Data Protection Regulation (EU) 2016/679

caused by an **Event** happening on or after the **Retroactive Date** in connection with the **Business**, provided that any such claims are first made in writing against the **Insured Entity** during the **Period of Insurance** and notified to the **Insurer** as soon as reasonably practicable during the same **Period of Insurance** and, in any event, within thirty (30) days of expiry of the **Period of Insurance**.

(2) for **Defence Costs** of any claim against the **Insured Entity** which is covered (or if it is upheld would be covered) under paragraph G9.1(1) above.

G9.2 The **Insured Entity** must give to the **Insurer** notice in writing as soon as reasonably practicable during the **Period of Insurance** of any circumstance which is likely to give rise to a claim of which the **Insured Entity** becomes aware during the **Period of Insurance**. The **Insurer** agrees that any such circumstances which subsequently give rise to a claim after the expiry of the **Period of Insurance** shall be deemed to be a claim first made during the **Period of Insurance**. If the **Insured Entity** does not give notice to the **Insurer** in compliance with this clause, then this **Policy** shall afford no cover, and no indemnity or other sum shall be payable, in connection with that circumstance.

G9.3 In respect of an **Event**, any claims arising out of such **Event** shall:

(1) be deemed to have been made at the point in time when the first of the claims was made in writing against the **Insured Entity** or, if earlier, when the **Insured Entity** first notified a circumstance which is likely to give rise to such a claim; and

(2) only be the subject of indemnity if the claims are first made in writing against the **Insured Entity** within sixty (60) months of the first claim or, if earlier, the notification of circumstance and relate to **Damages** happening prior to the expiry date of this **Policy**.

Provided that any **Periods of Insurance** subsequent to the date of claim being made or, if earlier, notification of circumstance as above shall exclude indemnity in respect of any claims arising out of such **Event**.

G9.4 The indemnity in this extension will not apply to legal liability or pay any amounts:

(1) for any action or suit brought in a court of law within the jurisdiction of the United States of America, its territories and possessions, Puerto Rico or Canada or where such action or suit is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise.

(2) for liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this **Policy** if the result could have been expected having regard to the nature and circumstances of such act or omission;

(3) for the costs and expenses of rectifying, reinstating, replacing or erasing any personal data as defined in the Data Protection Act 2018 or General Data Protection Regulations (EU) 2016/679;

(4) for the costs of notifying any person regarding the loss of personal data as defined in the Data Protection Act 2018 or General Data Protection Regulations (EU) 2016/679;

(5) for liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or

(6) for liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

(7) for any fees or charges the Insured is required to pay by any data protection authority.

(8) where the **Insured Entity** has not paid any fees required to be paid by any data protection authority.

(9) for claims which arise out of circumstances notified under previous insurance policies or known to the **Insured Entity** (including any director, partner or officer of the **Insured Entity**) before or at inception of this **Policy**.

G9.5 The amounts payable by the **Insurer** for **Defence Costs** under this extension shall form part of and not be in addition to the GBP 1,000,000 aggregate Sub-Limit of Indemnity stated in the Schedule.

G10 Defective Premises Act 1972

G10.1 The **Insurer** will provide indemnity to the **Insured Entity**:

(1) against legal liability for **Damages** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or any subsequent or amending legislation or any similar overseas legislation in respect of :

(a) **Physical Injury** to any person;

(b) loss of or damage to **Property**

occurring during the **Period of Insurance** in the **Territorial Limits** and caused in connection with the **Business**.

(2) for **Defence Costs** of any claim against the **Insured Entity** which is covered (or if it is upheld would be covered) under paragraph G10.1(1) above.

G10.2 The indemnity provided in this extension will not apply to any legal liability or pay any amounts for the cost of remedying any defect or alleged defect in premises disposed of by the **Insured Entity**.

G11 Financial Loss (Claims Made/Circumstance Notified)

G11.1 Notwithstanding exclusion P10 (Financial Loss), the **Insurer** will provide indemnity to the **Insured Entity**:

(1) against legal liability for **Damages** in respect of claims for **Financial Loss** caused by an **Event** happening on or after the **Retroactive Date** in connection with the **Business**, provided that any such claims are:

(a) first made in writing against the **Insured Entity** during the **Period of Insurance**; and

(b) notified to the **Insurer** as soon as reasonably practicable during the same **Period of Insurance** and, in any event, within thirty (30) days of expiry of the **Period of Insurance**.

(2) for **Defence Costs** of any claim against the **Insured Entity** which is covered (or if is upheld would be covered) under paragraph G12.1(1) above.

G11.2 The **Insured Entity** must give to the **Insurer** notice in writing as soon as reasonably practicable during the **Period of Insurance** of any circumstance which is likely to give rise to a claim of which the **Insured** becomes aware during the **Period of Insurance**. The **Insurer** agrees that any such circumstances which subsequently give rise to a claim after the expiry of the **Period of Insurance** shall be deemed to be a claim first made during the **Period of Insurance**. If the **Insured** does not give notice to the **Insurer** in compliance with this clause, then this **Policy** shall afford no cover, and no indemnity or other sum shall be payable, in connection with that circumstance.

G11.3 In respect of an **Event**, any claims arising out of such **Event** shall:

(1) be deemed to have been made at the point in time when the first of the claims was made in writing against the **Insured Entity** or, if earlier, when the **Insured Entity** first notified a circumstance which is likely to give rise to such a claim; and

(2) only be the subject of indemnity if the claims are first made in writing against the **Insured Entity** within sixty (60) months of the first claim or, if earlier, the first notification of circumstance and relate to **Financial Loss** happening prior to the expiry date of this **Policy**.

Provided that any **Periods of Insurance** subsequent to the date of claim being made or, if earlier, notification of circumstance as above shall exclude indemnity in respect of any claims arising out of such **Event**.

G11.4 The indemnity in this extension will not apply to legal liability or pay any amounts arising out of or in connection with:

(1) any breach of professional duty.

(2) the design, planning or supervision of building or construction works; and any testing or advisory activity arising out of or in connection with these.

(3) advice or assistance given for the design, planning or introduction of data processing or automation systems.

(4) the effecting or maintenance of insurance.

(5) (the handling of money, accounting, provision of finance, or advice on financial matters.

(6) the estimation of construction costs, manufacturing costs or any other costs.

(7) failure to observe agreed contract periods, to comply with agreed delivery times or non-completion or delay in performance of a contract.

(8) strikes or labour disputes.

(9) financial default or insolvency of the **Insured Entity** or any other person.

(10) any libel or slander, deceit, injurious falsehood, passing off or infringement of patent, copyright, design rights, registered or unregistered trademark or trade name, fraudulent, dishonest or unauthorised use of systems or programmes of others; or breach or alleged breach of anti-trust law, competition laws or regulations.

(11) any breach of trust, breach of warranty of authority or breach of duty owed to shareholders, investors, partners or any other party other than the **Insured Entity** by any director, partner or officer of the **Insured Entity**.

(12) any loss or costs incurred by a statutory authority in enforcing statutory requirements or carrying out statutory duties.

(13) any claims made against any one **Insured Entity** by any other **Insured Entity**.

(14) any **Event** which commenced prior to the **Retroactive Date** .

(15) for claims which arise out of circumstances notified under previous insurance policies or known to the **Insured Entity** (including any director, partner or officer of the **Insured Entity**) before or at inception of this **Policy**.

G11.5 The indemnity in this extension will also not apply to legal liability or pay any amounts:

(1) for **Financial Loss** incurred by licensees under licence agreements or other third parties under contract concerning the transfer of research results or formulae, or any other losses arising out of or in connection with the same.

(2) for **Financial Loss** sustained by any party to any reciprocal arrangement for the storage or processing of computer data or use of computer facilities.

(3) arising in the United States of America, its territories and possessions, Puerto Rico, or Canada or arising out of or in connection with any action or suit brought in a court of law within the jurisdiction of the United States of America, its territories and possessions, Puerto Rico, or Canada or where such action or suit is brought in a court of law outside those countries to enforce a judgment therein whether by way of reciprocal agreement or otherwise.

G11.6 The amounts payable by the **Insurer** for **Defence Costs** under this extension shall form part of and not be in addition to the GBP 5,000,000 Sub-Limit of Indemnity stated in the Schedule.

G12 Food Safety Act 1990

G12.1 The **Insurer** will provide indemnity to the **Insured Entity** for:

(1) any costs of prosecution awarded against the **Insured Entity;**

(2) **Defence Costs** incurred

in any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of a breach of Part II of the Food Safety Act 1990 (or any subsequent or amending legislation or any similar overseas legislation) including appeals against prohibition orders made under Section 11 of the Food Safety Act 1990, provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.

G12.2 The amounts payable by the **Insurer** for any costs of prosecution and **Defence Costs** under this extension shall form part of and not be in addition to the Limit of Indemnity stated in the Schedule.

G13 Health and Safety at Work – Defence Costs

G13.1 The **Insurer** will provide indemnity to the **Insured Entity** for:

(1) any costs of prosecution awarded against the **Insured Entity**;

(2) **Defence Costs** incurred

in any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 (or any subsequent or amending legislation or any similar overseas legislation), provided that the proceedings relate to:

(a) the health, safety and welfare of any person other than an **Employee**; and

(b) an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.

G13.2 The amounts payable by the **Insurer** for any costs of prosecution and **Defence Costs** under this extension shall form part of and not be in addition to the Limit of Indemnity specified in the Schedule.

G14 Indemnity to Others

G14.1 Save where expressly provided otherwise by this **Policy**, the **Insurer** will indemnify in addition to the **Insured Entity**:

(1) the personal representatives of the **Insured Entity** in respect of legal liability incurred by the **Insured Entity**;

(2) at the request of the **Insured Entity** and in respect of legal liability for which the **Insured Entity** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Insured Entity**:

(a) any director, officer, partner or **Employee** of the **Insured Entity**;

(b) any member of the **Insured Entity's** catering, social, sports, welfare, nursery, crèche or child care organisations or ambulance, fire, security and first aid services in their respective capacities as such.

Each such person shall, as though they were the **Insured Entity**, observe, fulfil and be subject to the terms of this **Policy** in so far as they can apply.

G15 Indemnity to Principal and Waiver of Subrogation

G15.1 Notwithstanding exclusion P2 (Contractual Liability) and save where expressly provided otherwise by the **Policy**, it is agreed that where any written contract or agreement with a **Principal** so requires:

(1) the **Insurer Entity** will indemnify in addition the **Principal** to the extent required by the contract or agreement in respect of the **Principal's** liability arising from the performance of such contract or agreement, but only in respect of liability for which the **Insured Entity** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Insured Entity**;

(2) the **Insurer** will waive rights of subrogation against the **Principal**;

(3) notwithstanding condition Q8 (Other Insurance), this **Policy** shall act as the primary insurance to the extent required by the contract or agreement in respect of the **Principal's** liability arising from the performance of such contract or agreement, but only in respect of liability for which the **Insured Entity** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Insured Entity**.

Provided that

(a) the **Insured Entity** has arranged with the **Principal** for the conduct and control of all such claims to be vested with the **Insurer Entity**;

(b) the **Principal** shall, as though they were the **Insured Entity**, observe, fulfil and be subject to the terms and conditions of this **Policy** in so far as they can apply;

(c) no rights of subrogation are waived against subcontractors appointed by the **Insured Entity**.

G15.2 The indemnity in this extension will not apply to any legal liability or pay any amounts:

(1) arising from loss of or damage to **Property** caused by any risk against which the **Insured Entity** is required to effect a material damage and/or business interruption type policy of insurance by the conditions of any contract or agreement entered into by the **Insured Entity** with the **Principal**.

(2) arising from the sole negligence of any **Principal** or parties other than the **Insured Entity**.

G16 Legionella (Claims Made/Circumstance Notified)

G16.1 Notwithstanding exclusion P13 (Pollution), the **Insurer** will provide indemnity to the **Insured Entity**:

(1) against legal liability in respect of claims for **Damages** in respect of **Bodily Injury** to any person caused by the discharge, dispersal, release or escape of **Legionella Bacteria** happening on or after the **Retroactive Date** in the **Territorial Limits** and caused in connection with the **Business** provided that such claims are;

(a) first made in writing against the **Insured Entity** during the **Period of Insurance**; and

(b) notified to the **Insurer** as soon as reasonably practicable during the same **Period of Insurance** and, in any event, within thirty (30) days of expiry of the **Period of Insurance**.

(2) for **Defence Costs** of any claim against the **Insured Entity** which is covered (or if it is upheld would be covered) under paragraph G17.1(1)above.

G16.2 The **Insured Entity** must give to the **Insurer** notice in writing as soon as reasonably practicable during the **Period of Insurance** of any circumstance which is likely to give rise to a claim of which the **Insured Entity** becomes aware during the **Period of Insurance**. The **Insurer** agrees that any such circumstances which subsequently give rise to a claim after the expiry of the **Period of Insurance** shall be deemed to be a claim first made during the **Period of Insurance**. If the **Insured Entity** does not give notice to the **Insurer** in compliance with this clause, then this policy shall afford no cover, and no indemnity or other sum shall be payable, in connection with that circumstance.

G16.3 In respect of an **Event**, any claims arising out of such **Event** shall:

(1) be deemed to have been made at the point in time when the first of the claims was made in writing against the **Insured Entity** or, if earlier, when the **Insured Entity** first notified a circumstance which is likely to give rise to a claim; and

(2) only be the subject of indemnity if the claims are first made in writing against the **Insured Entity** within sixty (60) months of the first claim or, if earlier, notification of circumstances and relate to **Bodily Injury** happening prior to the expiry date of this **Policy**.

Provided that any **Periods of Insurance** subsequent to the date of claims being made, or if earlier, notification of circumstance as above shall exclude indemnity in respect of claims arising out of such **Event**.

G16.4 The indemnity in this extension will not apply to legal liability or pay any amounts:

(1) arising out of or in connection with any **Product**.

(2) in respect of any exposure to **Legionella Bacteria** which commenced prior to the **Retroactive Date**.

(3) for claims which arise out of circumstances notified under previous insurance policies or known to the **Insured Entity** (including any director, partner or officer of the **Insured Entity**) before or at inception of this **Policy**.

(4) where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.

G16.5 The amounts payable by the **Insurer** for **Defence Costs** under this extension shall form part of and not be in addition to the applicable GBP 5,000,000 aggregate Sub-Limit of Indemnity stated in the Schedule.

G17 Overseas Personal Liability

G17.1 If the **Insured Entity** so requests, the **Insurer** will provide indemnity to any director, officer, partner or **Employee** of the **Insured** (or their spouse, civil partner or accompanying family member) against legal liability for **Damages** and **Defence Costs** which would otherwise be covered by this **Policy**, incurred in a personal capacity while temporarily outside the normal country of residence in connection with the **Business**.

G17.2 The indemnity in this extension will not apply to any legal liability or pay any amounts arising out of the ownership or occupation of land or buildings.

G18 Pollution Clean-Up Costs

G18.1 Notwithstanding exclusion P13 (Pollution), the indemnity in this **Policy** in respect of legal liability for **Damages** for **Bodily Injury** or loss of or damage to **Property** caused by or contributed to by, or arising out of the sudden, unintended and unexpected discharge, dispersal release or escape of **Pollutants** into or upon land the atmosphere or any water course or body of water shall include **Clean Up** to the extent not already included elsewhere within this **Policy**.

G18.2 Provided always that the indemnity in this extension will not apply to liability or pay any amounts:

(1) in respect of **Clean Up** of any site or land owned, occupied, leased or rented by, or under the control of the **Insured Entity** or any water course or body of water located in on or under any site or land, owned, occupied, leased or rented by, or under the control of the **Insured Entity**.

(2) for any claim which occurs on any site or land which is located outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

(3) for **Clean Up** costs in relation to the reinstatement or reintroduction of flora or fauna.

(4) arising from Directive 2004/35/CE of the European Parliament and of the Council of 21 April 2004 on environmental liability with regard to the prevention and remedying of environmental damage or any legislation transposing Directive 2004/35/CE into domestic legislation including but not limited to any liability for primary complementary or compensatory **Remediation** or any interim losses as described in Annex II of that Directive.

G18.3 The amounts payable by the **Insurer** under this extension for **Clean Up** shall not exceed the GBP 1,000,000 aggregate Sub-Limit of Indemnity stated in the Schedule.

G19 Unauthorised Movement of Third Party Vehicles

G19.1 Notwithstanding exclusion P11 (Motor, Marine and Aviation), the **Insurer** will provide indemnity to the **Insured Entity**:

(1) against legal liability for **Damages** in respect of:

(a) **Physical Injury** to any person;

(b) loss of or damage to **Property**

occurring during the **Period of Insurance** in the **Territorial Limits**, arising out of any motor vehicle which is not the property of, nor provided by, the **Insured Entity** that is moved by the **Insured Entity** to prevent interference by such motor vehicle with any performance of the **Business**.

(2) for **Defence Costs** of any claim against the **Insured Entity** which is covered (or if it is upheld, would be covered) under paragraph G20.1(1) above.

G19.2 The indemnity in this extension will not apply to any legal liability or pay any amounts where such motor vehicle is being used in circumstances in which insurance or security is required by law.

G20 Vendors Liability

G20.1 The **Insurer** will provide indemnity to any vendor of the **Products**:

(1) against legal liability for **Damages** in respect of legal liability for:

(a) **Physical Injury** to any person;

(b) loss of or damage to **Property**

occurring during the **Period of Insurance** in the **Territorial Limits** and caused in connection with the **Business** but only in respect of the distribution or sale of such **Products**.

(2) for **Defence Costs** of any claim against the **Insured Entity** which is covered (or if it is upheld would be covered) under paragraph G21.1(1) above.

G20.2 The indemnity in this extension will not apply to any such vendor in respect of any legal liability or pay any amounts:

(1) assumed by the vendor under contract or agreement, where such liability would not have attached in the absence of any contract or agreement.

(2) arising out of any express warranty not authorised by the **Insured Entity**.

(3) arising out of any intentional alteration of the physical or chemical make-up of the **Product** by the vendor.

(4) arising out of repackaging of the **Product** by the vendor, unless the **Product** is unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the **Insured Entity** and then repackaged in the original container.

(5) arising out of any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of the **Products**.

(6) arising out of demonstration, installation, servicing or repair operations, other than such operations performed at the vendor's premises in connection with the sale of the **Products**.

(7) arising out of the vendor's labelling, re-labelling or reuse of a container, part or ingredient of the **Product** or of any other thing or substance by or for the vendor.

(8) any person or organisation from whom the **Insured Entity** acquires:

(a) **Products** (including packaging, containers, labels and instructions for use); or

(b) any ingredient or part of any **Products**.

D. Exclusions

The indemnity in the **Policy** (including under any extension) will not apply to legal liability or pay any amounts:

D1 Aircraft Products

D2.1 arising out of or in connection with any **Product** which with the specific knowledge of the Insured is incorporated in any aircraft, aero-spatial, or aerial device and is integrally related to the flight, take-off, landing, navigation, propulsion or safety of such aircraft, aero-spatial, or aerial device.

D2 Contractual Liability

D3.1 assumed by the **Insured** under contract or agreement in connection with a **Product** where such liability would not have attached in the absence of any contract or agreement, provided that this exclusion shall not apply to liability which attaches under any implied condition under any legislation or law in any territory regarding the sale or supply of goods or services.

D3 Custody or Control

D4.1 in respect of loss of or damage to **Property** owned by or in the care, custody or control of the **Insured** or any director, partner, officer or **Employee** of the **Insured** other than:

(1) **Employees'**, directors', partners', officers' or visitors' personal effects including vehicles and their contents.

(2) premises and their contents not owned by or leased or rented to the **Insured** at which the Insured is undertaking work in connection with the **Business**.

(3) premises and their fixtures and fittings leased or rented to the **Insured**, unless such legal liability attaches by virtue of any agreement and would not have attached in the absence of such agreement.

D4 Cyber Act or Cyber Incident

D5.1 of whatsoever nature directly or indirectly caused or contributed to by, arising from or in connection with:

(1) a **Cyber Act** or **Cyber Incident**; or

(2) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of suc**h Data**.

D5.2 This exclusion does not apply to:

(a) any directly resultant **Bodily Injury** provided that mental injury, mental anguish or nervous shock remain excluded unless directly resultant on a physical injury; or,

(b) any directly resultant loss of or damage to **Property**.

resulting from or arising out of a **Cyber Act** or **Cyber Incident**.

D5 Data Protection

D5.1 in respect of compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including for example the Data Protection Act 2018 and/or General Data Protection Regulation (EU) 2016/679, whether the liability of the **Insured** arises directly or indirectly.

D6 Deliberate Acts

D6.1 resulting from a deliberate act or omission of the **Insured** (including any director, partner or officer of the **Insured**) where such liability could reasonably have been expected by the **Insured** (or such person) having regard to the nature and circumstances of the act or omission.

This exclusion shall not apply to legal liability for **Physical Injury** as defined in paragraph F17.3.

D7 Dishonesty

D7.1 arising out of or in connection with any fraud or dishonesty of the **Insured** (including any director, partner or officer of the **Insured**).

D8 Employment

D9.1 for **Physical Injury** to, or **Financial Loss** sustained by, any **Employee** arising out of or in the course of employment or engagement by the **Insured** in the **Business**.

D9 Employment Practices

D10.1 in respect of **Physical Injury** to:

(1) any person arising out of or in connection with any:

(a) refusal to employ that person.

(b) termination of that person's employment.

(c) employment related practices, policies, acts or omissions, such as (but not limited to) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person.

(2) the spouse or civil partner, child, parent, brother, or sister of any person at whom any of the actions described in paragraphs D10.1(1)(a) to D10.1(1)(c) above are directed, as a consequence of **Physical Injury** to that person at whom such actions are directed.

This exclusion applies:

(a) whether the **Insured** may be liable as an employer or in any other capacity;

(b) to any obligation to share damages with or repay someone else who must pay damages because of such **Physical Injury**.

D10 Financial Loss

D11.1 for **Financial Loss**.

D11 Liability Covered Elsewhere

D12.1 any matter covered under the **Policy** which this certificate is part of, provided to the **Policyholder (**Governing Body) or any **Insured Person** (individual members)

D12 Motor, Marine and Aviation

D13.1 arising out of or in connection with the ownership, possession or use by or on behalf of the **Insured** or any person entitled to indemnity of:

(1) any mechanically propelled vehicle other than legal liability in respect of:

(a) the use of such vehicle as a tool of trade;

(b) the use of plant at the premises of the **Insured**;

(c) the act of loading or unloading any vehicle

provided that indemnity is not given by any motor insurance policy, and further provided that insurance or security is not required by law.

(2) any craft designed to travel on or through water, air or space other than:

(a) watercraft used for corporate entertainment purposes;

(b) watercraft up to fifteen (15) metres in length;

(c) pontoons which are not more specifically insured.

(3) drilling platforms, rigs or offshore installations.

D13 Penalties

D15.1 for penalties, fines, or liquidated damages.

D14 Pollution

D16.1 of whatsoever nature directly or indirectly caused or contributed to, by or arising out of or in connection with:

(1) seepage, pollution or contamination, whether actual, alleged or threatened;

(2) any governmental direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**;

in the United States of America, its territories and possessions, Puerto Rico, or Canada.

D16.2 of whatsoever nature directly or indirectly caused or contributed to, by or arising out of or in connection with:

(1) seepage, pollution or contamination, whether actual, alleged or threatened,

(2) the cost of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralising seeping, polluting or contaminating substances

other than where seepage of or pollution or contamination by **Pollutants** is directly caused by a sudden, unintended and unexpected happening during the **Period of Insurance** anywhere in the world other than the United States of America, its territories and possessions, Puerto Rico, or Canada.

D16.3 for fines, penalties, punitive or exemplary damages, or for any associated costs or interest, directly or indirectly caused or contributed to by, arising out of or in connection with the discharge, dispersal, release, or escape of **Pollutants** anywhere in the world.

Nothing in this exclusion D16 shall extend the **Policy** to cover any liability which would not otherwise have been covered under the **Policy**.

D15 Products and Work

D17.1 in respect of:

(1) loss of or damage to any **Product**;

(2) the costs of replacement, reinstatement, rectification, repair or recall of any **Product** caused by any defect therein or the unsuitability of the **Product** for its intended purpose.

(3) loss of or damage to that part of any **Property** on which the **Insured** is or has been working which directly arises out of such work.

D16 Professional Services

D19.1 arising out of or in connection with advice, design, specification or other professional services unless:

(1) the advice, design, specification or other professional services are not provided for a fee or benefit in kind and;

(a) are given with the intent to supply or the actual supply of a **Product**; or

(b) the legal liability is in respect of **Physical Injury** or damage to **Property** resulting directly from the advice, design, specification or other professional services.

(2) the rendering or failure to render professional advice is by an **Employee** in respect of first aid or other emergency medical services at or from the **Insured's** premises.

D17 Punitive Damages

D20.1 for punitive or exemplary damages awarded by any court in the United States of America, its territories and possessions, Puerto Rico, or Canada or for any costs or interest associated with any such award.

D18 Radioactive Contamination

D21.1 of whatsoever nature directly or indirectly caused or contributed to, by or arising from or in connection with:

(1) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

(2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or nuclear component thereof.

D19 Specific Products

D22.1 of whatsoever nature directly or indirectly caused or contributed to by, arising from or in connection with:

(1) asbestos, asbestos fibres, asbestos dust, any materials containing asbestos or any refractory ceramic fibres.

(2) cannabis.

(3) dioxins or furans.

(4) glyphosate.

(5) polychlorinated biphenyls (PCBs).

(6) any **Product** containing silicone which is in any form implanted or injected in the body.

(7) tobacco or any tobacco **Product** (or ingredients thereof).

(8) urea formaldehyde foam.

Provided that this exclusion D22 shall not apply to **Physical Injury** or loss of or damage to **Property** unless the **Physical Injury** or loss of or damage to **Property** is related to the asbestos or refractory ceramic fibres, cannabis, dioxins or furans, glyphosate, polychlorinated biphenyls, silicone, tobacco or urea formaldehyde foam, content of buildings, structures, goods, materials or **Products**.

D20 War

D23.1 arising out of or in connection with any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

E. Conditions

E1 Information given to the Insurer

E1.1 In deciding to accept the **Policy** and in setting the terms including premium the **Insurer** has relied on the information which the **Policyholder** on behalf of the **Insured Person** has provided to the **Insurer**. The **Insured Person** must take care when answering any questions the **Insurer** asks by ensuring that any information provided is accurate and complete.

E1.2 If the **Insurer** establishes that any **Insured Person** fraudulently provided them with untrue or misleading information they will have the right, <u>in respect of that **Insured Person**</u>, to:

(a) treat the **Policy** as if it never existed;

(b) decline all claims; and

retain the premium.

E1.3 If the **Insurer** establish that any **Insured Person** negligently provided them with untrue or misleading information they will have the right, <u>in respect of that **Insured Person**</u>, to:

(i) treat the **Policy** as if it never existed, refuse to pay any claim and return the premium the **Insured Person** paid, if the **Insurer** would not have provided the **Insured Person** with cover;

(ii) treat the **Policy** as if it had been entered into on different terms from those agreed, if the **Insurer** would have provided the **Insured Person** with cover on different terms;

(iii) reduce the amount the **Insurer** will pay on any claim in the proportion that the premium the **Insured Person** have paid bears to the premium the **Insurer** would have charged the **Insured Person**, if the **Insurer** would have charged the **Insured Person** more.

The **Insurer** will notify the **Policyholder** in writing if (i), (ii) and/or (iii) apply.

E1.4 If there is no outstanding claim and (ii) and/or (iii) apply, the **Insurer** will have the right to:

(1) give the **Policyholder** notice that the **Insurer** is terminating the **Policy** in respect of that negligent **Insured Person**; or

(2) give the **Policyholder** notice that the **Insurer** will treat the **Policy** and any future claim in accordance with (ii) and/or (iii), in which case the **Insured Person** may then give the **Insurer** notice that they are terminating their membership of this insurance

in accordance with the Cancellation Provisions.

E2 Cancellation Provisions

E2.1 **The Insured Person** will have no cancellation rights under the **Policy**. The **Policy** is provided as part of the **Insured Persons** membership of the **Policyholder**.

E2.2 **The Policyholders Right To Cancel During The Cooling-Off Period**

The **Policyholder** is entitled to cancel the **Policy** in accordance with the Cancellation provisions of the **Policy**.

E2.3 **The Insurers Right To Cancel the Policy**

The **Insurer** is entitled to cancel the **Policy** if there is a valid reason to do so, including for example:

(1) any failure by **Policyholder** to pay the premium; or

(2) a change in risk which means the **Insurer** can no longer provide **Policyholder** with insurance cover; or

(3) non-cooperation or failure to supply any information or documentation the **Insurer** or their appointed representatives request, such as details of a claim.

Cancellation of the **Policy** by the **Insurer** does not affect the treatment of any claim arising under the **Policy** in the **Period of Insurance** or the **Insured Persons** period of membership before cancellation.

E2.4 **The Insurers Right To Cancel the Insurance of an Insured**

The **Insurers** are entitled to cancel an **Insured Persons** cover if there is a valid reason to do so. In this instance the **Insured Person** will not be entitled to a return of any premium.

E3 Claims – Responsibilities of the Insured

E3.1 In the event of any circumstance about which the **Insured Person** (including any director, partner or officer) is or becomes aware, which is likely to give rise to a claim under the **Policy**, the **Insured Person** shall:

(1) as soon as reasonably practicable give notice and full particulars in writing to the **Policyholder** and provide all such additional information as the **Insurer** may request.

(2) retain anything connected to the potential claim for such time as the **Insurer** may reasonably require.

(3) as soon as reasonably practicable forward to the **Policyholder** upon receipt every letter, claim or court document in connection with the potential claim.

(4) as soon as reasonably practicable notify the **Policyholder** in writing when the **Insured Person** has knowledge of any impending prosecution, inquest or official inquiry.

E3.2 If the **Insured Person** fails to comply with any of its obligations as set out in paragraph E3.1 above then the **Policy** shall afford no cover, and no indemnity or other sum shall be payable, in connection with that claim under the **Policy**.

E3.3 If the **Policyholder** is made aware by a **Insured Persons** of a claim or complaint that the **Insured Person** wishes to make under the **Policy**, the **Policyholder** shall promptly inform the **Insured Person** of the arrangements established by the **Insurers** for the making of claims and shall promptly notify to the **Insurers** full details of the claim;

E3.4 Where the **Policyholder** is aware of any legal or regulatory proceedings or actions commenced against the **Insurers** or the **Policyholder**, arising out of the operation of or in connection with the **Policy**, the **Policyholder** shall promptly provide the **Insurers** with full details of the same.

E3.5 The **Insured Person** should have regard to the full terms of the **Policy**.

E4 Control of Claims

E4.1 No admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of the **Insured** in connection with any potential or actual claim, including **Defence Costs** in criminal proceedings, under this **Policy** without the **Insurer's** prior written consent (such consent not to be unreasonably withheld or delayed).

E4.2 The **Insured** shall give all information, documents, co-operation and assistance as the **Insurer** may require.

E4.3 If the **Insured** fails to comply with paragraphs E4.1 or E4.2 above then this **Policy** shall afford no cover, and no indemnity or other sum shall be payable, in connection with that claim, including **Defence Costs** in criminal proceedings, under the **Policy**.

E4.4 The **Insurer** shall:

(1) be entitled to take over and conduct in the name of the **Insured** in such manner as the **Insurer** may in its absolute discretion think fit, the defence or settlement of any claim or criminal proceedings against the **Insured**;

(2) be entitled to prosecute in the name of the **Insured**, in such manner as the **Insurer** may in its absolute discretion think fit, and for its own benefit, any claim for indemnity or damages or otherwise;

(3) otherwise have absolute discretion in the conduct of any proceedings and in the settlement of any claim

whether or not any payment has been made to the **Insured** under this **Policy**.

E4.5 If, at any point either before or after the **Insurer** has commenced the defence of criminal proceedings brought against the **Insured**, including where proceedings are likely to be brought but have not yet been brought, the **Insurer** believes that there is no reasonable prospect for successfully defending those criminal proceedings the **Insurer** and **Insured** will mutually appoint a Queen's Counsel (or equivalent in the relevant jurisdiction) to assess the prospects of successfully defending the criminal proceedings. The fee of the Queen's Counsel (or equivalent) shall be paid by the **Insurer**.

E4.6 If the **Insurer** and the **Insured** are not able to mutually agree within 14 days the Queen's Counsel (or equivalent) to be appointed the **Insurer** will provide a list of three names for the **Insured** to choose one from within 7 days. If the **Insured** does not respond within 7 days the **Insurer** shall choose the Queen's Counsel (or equivalent) to be appointed.

E4.7 The **Insurer** shall not be responsible for any **Defence Costs** incurred in relation to criminal proceedings after the written opinion of the appointed Queen's Counsel (or equivalent) has been received, where that opinion is there is no reasonable prospect of successfully defending the criminal proceedings brought against the **Insured.** The **Insurer** shall also at this point be entitled to relinquish conduct of the defence of the criminal proceedings.

E5 Discharge of Liability

E5.1 The **Insurer** may at any time pay to the **Insured** or **Insured Person** in connection with any claim or series of claims against the **Insured** or **Insured Person**:

(1) the remaining amount of the Limit of Indemnity or applicable Sub-Limit of Indemnity (after deduction of any sum or sums already paid as **Damages** or **Defence Costs**, if applicable); or

(2) any lesser amount for which such claim or claims can be settled; and

(3) where **Defence Costs** are to be covered in addition to the Limit of Indemnity or Sub-Limit of Indemnity, those **Defence Costs** which have been incurred by the **Insured Person** prior to the date of payment under paragraphs E5.1 (1) or E5.1 (2) above.

E5.2 Upon such payment being made, the **Insurer** shall relinquish the conduct and control of, and be under no further liability in connection with, such claim or claims.

E6 Interpretation

E6.1 Reference to any act, statute or statutory provision shall include a reference to that act, statute or statutory provision as amended, re-enacted or replaced from time to time whether before or after the inception date of the **Policy** and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from the statutory provision.

E6.2 If any term, condition or exclusion or part of the **Policy** is found to be invalid or unenforceable, the remainder of such term, condition or exclusion shall remain in full force and effect.

E6.3 Headings are inserted solely for convenience and shall have no meaning.

E6.4 Words importing the singular shall include the plural and vice versa.

E7 Other Insurance

E7.1 If, at the time any claim arises under the **Policy**, there is any other insurance covering the same liability, the **Insurer** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had the **Policy** not been purchased. Provided however that this proviso shall not apply to any policy which is specifically written as excess of the **Policy**.

E8 Reasonable Precautions

E8.1 The **Insured Person** at its own expense shall:

(1) take reasonable precautions to prevent and minimise any Incident.

(2) maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition and act in accordance with all statutory obligations and regulations.

(3) as soon as reasonably practicable after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

E8.2 If the **Insured Person** fails to comply with any of its obligations as set out in paragraph E8.1 above the **Insurer** shall have no liability under the **Policy** unless the **Insured** shows that non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

E9 Rights of Third Parties

E9.1 A person or company who is not a party to the **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the **Policy**, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

E10 Trading Restrictions and Sanctions

E10.1 Notwithstanding anything to the contrary in the **Policy**, the **Insurer** shall not be deemed to provide cover, and shall not be liable to pay any claim or provide any benefit under the **Policy**, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

F. Definitions

The following definitions are applicable to the **Policy**.

F1 **Bodily Injury** means bodily injury, illness, disease, mental injury, mental anguish and nervous shock, including death or physical disability resulting therefrom.

F2 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

F3 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System.**

F4 **Cyber Incident** means:

F4.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation or any **Computer System**; or

F4.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

F5 **Damages** means:

F5.1 the damages which a party other than the **Insured** is legally entitled to receive from the **Insured**; and

F5.2 legal costs and expenses recoverable from the **Insured** by a party other than the **Insured**.

F6 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

F7 **Deductible** means the amount or amounts stated in the Schedule for which the **Insured Person** is responsible and which shall reduce the Limit of Indemnity stated in the Schedule.

F8 **Defence Costs** means the reasonable legal costs and expenses necessarily incurred with the **Insurer's** prior written consent (such consent not to be unreasonably withheld or delayed), by or on behalf of the **Insured**:

F8.1 in the investigation, defence, settlement or appeal of any claim against the **Insured Person** which is covered (or if it is upheld would be covered) under the **Policy**; and

F8.2 for representation at any coroner's inquest, fatal inquiry or proceedings in any court arising out of any alleged breach of statutory duty resulting in **Bodily Injury** which may give rise to a claim.

Defence Costs does not include the costs or overheads of the **Insured Person**.

F9 **Employee** means:

F9.1 any person under a contract of employment or apprenticeship with the **Insured**;

and at the request of the **Insured** any of the following working for the **Insured** in connection with the **Business**:

F9.2 any labour master or person supplied by him or any person supplied by a labour only sub-contractor;

F9.3 any self-employed person working for the **Insured** in the capacity of an employee;

F9.4 any person hired to or borrowed by the **Insured** including drivers and operators of hired-in plant;

F9.5 any person under a work experience training, study, exchange or similar scheme;

F9.6 any prospective employee being assessed by the **Insured** as to their suitability for employment;

F9.7 any voluntary worker or helper;

F9.8 any person working under the Criminal Justice Act 2003, the Community Service by Offenders (Scotland) Act 1978 or similar legislation;

F9.9 any person defined under Sections 35(2) and 54(3)(b) of the National Minimum Wage Act 1998;

F9.10 any other person a UK court deems to be an employee.

F10 **Event** means any one or all **Incidents** arising out of one original cause, and shall include but not be restricted to several **Incidents** arising out of:

F10.1 the same fault in design, manufacture, instructions for use or labelling;

F10.2 the supply of the same **Products**;

F10.3 **Products** showing the same defect; or

F10.4 the same action or failure to act;

all irrespective of the number of injured parties, actual claimants, eligible claimants or claims under the **Policy**.

All such **Incidents** shall be deemed to have occurred on the day of the first of such **Incidents**.

F11 **Financial Loss** means a pecuniary loss, cost or expense not in respect of:

F11.1 **Physical Injury** to any person;

F11.2 loss of or damage to **Property**;

F11.3 obstruction, nuisance, trespass, loss of amenity or interference with any right of way, air, light, water or other easement.

F12 **Incident** means any incident of **Physical Injury**, loss of or damage to **Property**, obstruction, nuisance, trespass, loss of amenity, interference with any right of way, air, light, water or other easement, any claim for **Financial Loss** or other incident which may give rise to liability under the **Policy**.

F13 **Insured Person** means official member of the **Policyholder** and recorded as such in the **Policyholder's** membership records and as specified in the Schedule.

F14 **Insured Entity** means all autonomous clubs, association or operators for whom the **Policyholder** is the governing body and as specified in the Schedule.

F15 **Insurer** means AXA XL Insurance Company UK Limited.

F16 **Membership Activities** means activities in respect of which the **Insured Person** has taken out membership with the **Policyholder**.

F17 **Physical Injury** means:

F17.1 **Bodily Injury**;

F17.2 false arrest, invasion of the right of privacy, wrongful detention, false imprisonment, false eviction, harassment, discrimination, malicious prosecution;

F17.3 assault and battery not committed by or at the direction of the **Insured** unless committed for the purpose of preventing or eliminating danger to persons or **Property**.

F18 **Period of Insurance** means the period stated as such in the Schedule.

F19 **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to dust, smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

F20 **Policy** means the master policy which this certificate is a part of.

F21 **Policyholder** means the entity or entities stated as Policyholder in the Schedule

F22 **Product** means in the course of the **Business**:

F22.1 any item (including packaging, containers, labels and instructions for use) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the **Insured**; or

F22.2 any structure constructed, erected or installed or contract work executed by or on behalf of the **Insured**.

F23 **Property** means physical property and does not include **Data**.

F24 **Territorial Limits** means the countries stated as such in the Schedule.

G. Complaints Procedure

The **Insurer** is dedicated to providing a high quality service and the **Insurer** wants to ensure that it maintains this at all times.

If the **Insured**, **Insured Person** wishes to make a complaint it can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Telephone Number:	+44 (0)20 7743 8487
Email:	axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on behalf the **Insurer** in the administration of complaints.

If the **Insured**, **Insured Person** remains dissatisfied after the Complaints Department has considered the complaint, or the **Insured** has not received a final decision within eight (8) weeks, the **Insured**, **Insured Person** can refer the complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
United Kingdom

Email:	complaint.info@financial-ombudsman.org.uk	
Telephone Number:	**From within the United Kingdom**	
	0800 0234 567	calls to this number are free on mobiles and landlines
	0300 1239 123	calls to this number costs no more than calls to 01 and 02 numbers
	From outside the United Kingdom	
	+44 (0)20 7964 0500	
Fax Number:	+44 (0)20 7964 1001	
Text Number:	07860 027 586	Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

H. Fair Processing Notice

This Privacy Notice describes how AXA XL Insurance Company UK Limited (for the purpose of this notice “we”, “us” or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice “you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the United Kingdom and/or European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: dataprivacy@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: https://axaxl.com/privacy-and-cookies.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

Endorsements

Endorsement

to be attached to Policy No. UKG0042939LI24A

Insured:	Policyholder and Insured Entities as described in the Schedule
Effective Date:	1st October 2024

Professional Indemnity – (Claims Made and Circumstances Notified)

With effect from the Effective Date stated above and notwithstanding exclusion D10 (Financial Loss) and D14 (Professional Services), the following is added to Section 1 the Policy:

Insuring clause

The **Insurer** will provide indemnity to the **Insured**:

(1) in respect of their legal liability for claims in respect of **Damages** for any act of neglect, error or omission or breach of contract, in respect of **Professional Conduct** of the **Business** or breach of warranty of authority occurring on or after the **Retroactive Date** stated in this endorsement, provided that such claims are:

1. first made in writing against the **Insured** during the **Period of Insurance**; and
2. notified to the **Insurer** as soon as reasonably practicable during the same **Period of Insurance**, and in any event, within thirty (30) days of expiry of the **Period of Insurance**.

(2) for **Defence Costs** of any claim against the **Insured** which is covered (or if it is upheld would be covered) under paragraph (1) above.

The **Insured** must give to the **Insurer** notice in writing as soon as reasonably practicable during the **Period of Insurance** of any circumstance which is likely to give rise to a claim of which the **Insured** becomes aware during the **Period of Insurance**. The **Insurer** agrees that any such circumstances which subsequently give rise to a claim after the expiry of the **Period of Insurance**, shall be deemed to be a claim first made during the **Period of Insurance**. If the **Insured** does not give notice to the **Insurer** in compliance with this clause, then this **Policy** shall afford no cover, and no indemnity or other sum payable shall be payable in connection with that circumstance.

In respect of an **Event**, any claims arising out of such **Event** shall:

a. be deemed to have been made at the point in time when the first of the claims was made in writing against the **Insured**, or if earlier, when the **Insured** first notified a circumstance which is likely to give rise to such a claim; and

b. only be the subject of indemnity if they are first made against the **Insured** in writing within sixty (60) months of the first claim, or if earlier, the notification of circumstances and are for any act of neglect, error or omission, breach of contract, guarantee or warranty or breach of warranty of authority happening prior to the expiry date of this **Policy**.

Provided that any **Periods of Insurance** subsequent to the date of claim being made, or if earlier notification of circumstance as above, shall exclude indemnity in respect of any claims arising out of such **Event**.

Provided further that this endorsement shall additionally apply to the **Insured's** predecessors in business.

Additional exclusions applicable to this endorsement

In addition to the General Exclusions of the **Policy** the indemnity under this endorsement will not apply in respect of liability or pay amounts for:

1. libel, slander or defamation.
2. any claim brought about or contributed to by the dishonest, fraudulent, criminal, malicious or deliberate or illegal act or omission of the **Insured** or of any person in the employment of the **Insured**.
3. any **Physical Injury** or loss of or damage to **Property**.
4. any negligence on the part of the **Insured** in connection with the effecting or maintenance of insurance and/or in connection with the provision of finance or advice on financial matters.
5. any negligence on the part of the **Insured** in connection with the estimate of construction or manufacturing costs being exceeded.
6. passing off or infringement of patent, copyright, design, trademark or trade name.
7. the insolvency of the **Insured**.
8. the cost of replacing documents which have been lost mislaid or destroyed to extent otherwise insured.
9. where the **Insured** are entitled to indemnity under any other insurance or any other section of this **Policy**.
10. faulty manufacture and/or the supervision thereof.
11. the supervision by the **Insured** of their own or sub-contractor's work where such supervision is undertaken in their capacity as building or engineering contractors.
12. any term which constitutes a warranty or guarantee.
13. any negligence on the part of the **Insured** arising out of or in connection with advice or assistance given for the design, planning and introduction of data processing and automation systems.
14. failure to observe agreed contract periods and to comply with agreed delivery times.
15. losses incurred by licensees under licence agreements or other parties other than the **Insured** under contract concerning the transfer of research results or formulae.
16. the ownership, use, occupation or leasing of **Property** to or on behalf of the **Insured**.
17. arising out of any breach of trust or breach of duty owed to shareholders, investors, partners of any other party other than the **Insured** by any director or officer of the **Insured**.
18. arising out of any **Event** happening prior to the **Retroactive Date** (or date of acquisition for any entities acquired by the Insured after that date) or for claims which arise out of circumstances notified under previous insurance policies or known to the **Insured** (including any director, partner or officer of the **Insured**) before or at inception of this **Policy** (or date of acquisition for any entities acquired by the **Insured** after that date) other than as provided for in Endorsement 002 – Claims Made Extension
19. arising out of any claim made against the **Insured** by any subsidiary, associate or parent company.

Limits of Indemnity and Deductible applicable to this endorsement

The amounts payable by the **Insurer** under this endorsement shall not exceed the Limit of Indemnity stated below:

GBP 5,000,000 any one claim, and

GBP 5,000,000 in the aggregate for all claims during any one **Period of Insurance**.

The amounts payable by the **Insurer** for **Defence Costs** shall be included within the Limit of Indemnity stated above.

The **Insured** shall be liable for the first GBP 250 of each and every claim and shall reimburse the **Insurer** in respect of all claims payments (including **Defence Costs**) up to that amount.

Conditions applicable to this endorsement

1. The **Insured** shall give written notice as soon as reasonably practicable to the **Insurer** after receiving information of any claim or loss or any occurrence which is likely to give rise to a claim under this endorsement. Every letter, claim or court document shall be forwarded immediately on receipt to the **Insurer**. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured** in connection with any potential or actual claim without the written consent of the **Insurer** (such consent not to be unreasonably withheld or delayed). The **Insurer** shall be entitled to take over and conduct in the name of the **Insured** in such manner as the **Insurer** may at its absolute discretion think fit, the defence or settlement of any claim against the **Insured**.

2. The **Insured** shall give all such assistance as the **Insurer** may require but the **Insured** shall not be required to contest any legal proceedings unless a Queen's Counsel or similar authority (to be mutually agreed upon by the **Insured** and the **Insurer**) shall advise that such proceedings should be contested with the probability of success.

3. The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims against the **Insured**:

   a. the remaining amount of the Limit of Indemnity stated herein (after deduction of any sums already paid as **Damages**); or

   b. any lesser amount for which such claim or claims can be settled; and

   c. costs and expenses for which the **Insurer** may be responsible in respect of matters prior to the date of payment under paragraphs (a) and (b) above.

   Upon such payment being made, the **Insurer** shall relinquish the conduct and control of, and be under no further liability in connection with, such claim or claims.

4. If at the time any claim arises under this endorsement, there is any other insurance covering the same liability, the **Insurer** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this endorsement not been effected. Provided however that this proviso shall not apply to any policy which is specifically written as excess of this **Policy**.

5. If any payment is made under this insurance in respect of a claim, the **Insurer** is subrogated to all the **Insured's** rights of recovery in relation thereto. Provided however the **Insurer** shall not exercise any such rights against any **Employee** of the **Insured** unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the **Employee**.

Definitions applicable to this endorsement

For the purposes of this endorsement, the following definitions shall be added to this **Policy**:

1. **Professional Conduct** of the **Business** means professional services performed or advice given by the **Insured** in relation to those activities as advised to the **Insurer**.

2. **Insured** includes any director or **Employee** of the **Insured** in respect of liability for which the **Insured** would have been entitled to claim under this endorsement if the claim had been made against the **Insured**. **Insured** shall also include **Insured Entities** carrying out Recognised Activities.

3. **Documents** means computer systems records, deeds, wills, agreements, maps, plans, records written or printed, books, letters, certificates or written or printed documents and/or forms of any nature whatsoever (excluding however any bearer bonds, coupons, bank or currency notes or other negotiable paper) used in connection with the **Business**.

4. **Retroactive Date** means 1st October 1985

Extensions applicable to this endorsement

1. Cost And Expenses Of Mitigation Of Loss

The **Insurer** will provide indemnity to the **Insured** against costs and expenses necessarily incurred in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a claim under this endorsement. The **Insurer** will pay the reasonable cost of mitigation, provided that:

(i) the **Insurer** shall during the **Period of Insurance** have been informed in writing of the claim or circumstance and the work that is required to rectify it or mitigate its consequences;

(ii) the **Insurer** shall be reasonably satisfied that mitigation costs are necessary to prevent or reduce the amount of a claim covered under this endorsement, and that the amount of **Damages** prevented or reduced would be greater than the cost of the work;

(iii) such costs shall not include any element of profit or loss of profit, nor any element of overheads, staff remuneration, standing idle time or management time of an **Insured**;

(iv) the **Insurer** has consented in writing to the payment of such costs before work is carried out, all costs incurred before such consent is given will be borne by the **Insured**; and

(v) costs that the **Insured** would have incurred without attempting such mitigation, will not be paid by the **Insurer**.

The onus of proving a claim under this extension shall be upon the **Insured**.

2. Loss of Documents

Notwithstanding exclusion 8., if during the currency of this endorsement the **Insured** shall discover and shall within seven (7) days of the date of discovery give written notice to the **Insurer** that any **Documents** the property of or entrusted to the **Insured**, which now or hereafter are or are by the **Insured** supposed or believed to be in the **Insured's** hands or in the hands of any other party or parties to or with whom such **Documents** have been entrusted, lodged or deposited by the **Insured** in the ordinary course of the **Business**, have whilst anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man been destroyed or damaged or lost or mislaid and after diligent search cannot be found, the **Insurer** will provide indemnity to the **Insured** for:

a. any liabilities of whatsoever which they may incur to parties other than the **Insured** in consequence of such **Documents** having been so destroyed, damaged, lost or mislaid;

b. all costs, charges and expenses of whatsoever nature incurred by the **Insured** in replacing and/or restoring such **Documents**

Provided always that:

1. The amount of any claim for costs and expenses as above shall be supported by bills and/or accounts which shall be subject to approval by some competent person, to be nominated by the **Insurer** with the approval of the **Insured**.

2. No liability shall attach for any loss brought about or contributed to by the dishonesty of any of the **Insured's** partners.

3. The amounts payable by the **Insurer** under this extension shall not exceed GBP 100,000 each and every claim. Such amounts shall be payable in addition to the Limit of Liability applicable to this endorsement.

Subject otherwise to the terms, exclusions and conditions of this **Policy**.

XLUK-SC3054A (01-20)

Endorsement

to be attached to Policy No. UKG0042939LI24A

Insured:	Policyholder and Insured Entities as described in the Schedule
Effective Date:	1st October 2024

Abuse Limitation

There shall be no cover for any claims in respect of Abuse under this **Policy** except under Section 1 and as detailed in the terms of this endorsement.

The Limit of Indemnity in respect of any and all claims in respect of Abuse is GBP 5,000,000 each and every **Event** and in the aggregate for Section 1 during the **Period of Insurance** and not as otherwise stated in the Schedule.

For the purposes of this Endorsement Abuse is defined as:

a) abuse or molestation or bullying whether physical or verbal of

or

a. criminal acts or improper behaviour or gross misconduct involving sexual activity or sexual abuse or molesation involving

any individual who is or was at any time in the care and/or custody and/or control of the **Insured** or any **Employee** of the **Insured** and which occurs after 1st October 1985 and for which a claim is first made against the **Insured** and notified to the **Insurer** within the **Period of Insurance**.

For the purposes of this Endorsement only the definition of **Insured** shall include **Insured Entities** carrying out Recognised Activities.

Exclusions

The indemnity in this **Policy** (or any extension including this one) will not apply to legal liability or pay any amounts in respect of:

any person committing Abuse against any other person

a) any Person who has

i. authorised or permitted Abuse

ii. disregarded knowledge of Abuse

iii. had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults

iv. aided or contributed to or supported Abuse or

v. intentionally or willfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse.

Subject otherwise to the terms, exclusions and conditions of this **Policy**.

Endorsement

to be attached to Policy No. UKG0042939LI24A

Insured:	Policyholder and Insured Entities as described in the Schedule
Effective Date:	1st October 2024

Libel and Slander

With effect from the Effective Date stated above, the **Insurer** will provide indemnity to the **Insured** and **Insured Entity** under Section 1 and 2 respectively in respect of legal liability to pay **Damages** and **Defence Costs** for:

1. libels contained in any **Publication** produced in the normal conduct of the **Business**;
2. slanders in oral utterances made in the normal conduct of the **Business**;
3. infringement of trade mark, registered design, copyright or patent rights arising from matter contained in any of **Publication**;
4. slander to title of goods.

Provided that the indemnity in this **Policy** will not apply to any legal liability or pay any amounts in respect of:

(a) the publication or utterance of a libel and slander:

- (i) made prior to the effective date of this **Policy**;
- (ii) made at the direction of the **Insured** or **Insured Entity** with the knowledge of the falsity thereof;
- (iii) related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **Insured** or **Insured Entity**;

(b) withdrawal, recall or replacement of **Publications**;

(c) liability assumed by agreement which would not have arisen in the absence of such agreement.

For the purpose of this extension, **Publication** includes any notice, agenda, minutes or reports of meetings of the **Insured** or **Insured Entity** and correspondence relating to the **Insured's** or **Insured Entity's** activities.

Subject otherwise to the terms, exclusions and conditions of this **Policy**.

XLUK-SC3023 (01-20)

Endorsement

to be attached to Policy No. UKG0042939LI24A

Insured:	Policyholder, Insured Entities and Insured Persons as described in the Schedule
Effective Date:	1st October 2024

Recognised Activities

British Gymnastics Registered Clubs

For the purposes of this Policy with effect from 1st October 2022 a "Recognised Activity" of a Registered Club means:

• The delivery of British Gymnastics disciplines and activities to members and non-members undertaken by a qualified British Gymnastics coach or instructor

• Training for and the participation in competitions and non-competitive participation activities

• Training camps and holiday camps organised and/or run by the club

• Public Gymnastics Displays by British Gymnastics members

• Gymnastics based parties, including birthday parties, when supervised by a British Gymnastics registered coach

• Social events and fund raising events arranged by a Registered Club but excluding activities involving the participation in a British Gymnastics discipline or activity by non British Gymnastics members but shall under no circumstances include any unsupervised Pay and Play or similar sessions.

• The delivery of the British Gymnastics Foundation (BGF) Love to Move programme to appropriate participants, either as members or non-members, undertaken by a coach or deliverer that holds the relevant training accreditation as defined by BGF

• The delivery of non-traditional gymnastics related activities where specific agreement has been obtained directly from British Gymnastics by the club and the activities specifically agreed by BG and the **Insurer.**

Coaches

For the purposes of this Policy with effect from 1st October 2022 a "Recognised Activity" of a Coach means:

• Delivery of any British Gymnastics discipline or activity carried out in a British Gymnastics Recognised Environment, providing that the activity falls within the remit of a coach's recognised training and qualifications

• The delivery or supervision of a British Gymnastics registered club-arranged event, party or holiday camp

• The delivery of the British Gymnastics Foundation (BGF) Love to Move programme, carried out in an environment deemed suitable by BGF for the delivery of such activities, where the coach has completed the relevant supplemental accreditation as defined by BGF

• The delivery of non-traditional gymnastics related activities where specific agreement has been obtained directly from British Gymnastics by the coach/club and the activities are within the knowledge and skills of the coach based on their qualification syllabi, and specifically agreed by BG and the **Insurer.**

Instructors

For the purposes of this Policy with effect from 1st October 2022 a "Recognised Activity" of an Instructor means:

- Delivery of any British Gymnastics discipline or activity carried out in a British Gymnastics Recognised Environment, providing that the activity falls within the remit of an Instructors recognised training and qualifications
- The delivery or supervision of a British Gymnastics registered club-arranged event, party or holiday camp

British Gymnastics Member:

For the purposes of this Policy with effect from 1st October 2022 a "Recognised Activity" of a British Gymnastics Member means:

• Participation in any British Gymnastics discipline or activity carried out in a British Gymnastics Recognised Environment under the coaching or supervision of a British Gymnastics Coach

• Participation in a training camp or holiday camp organised and/or run by a British Gymnastics Registered Club

• Participation in Public Gymnastics Displays organised and/or run by a British Gymnastics Registered Club

• Participation in Gymnastics based parties, including birthday parties, when supervised by a British Gymnastics registered coach and organised and/or run by a British Gymnastics Registered Club

• Participation in Social events and fund raising events organised and/or run by a British Gymnastics Registered Club

• Participation in non-traditional gymnastics related activities where specific agreement has been obtained directly from British Gymnastics by the club/coach and the activities specifically agreed by British Gymnastics and the **Insurer.**

Definitions

It is further agreed that Definition of R19 (Membership Activities) is be deleted and replaced with:

Membership Activities means Recognised Activities.

Subject otherwise to the terms, exclusions and conditions of this **Policy**.

Endorsement No

to be attached to Policy No. UKG0042939LI24A

Insured:	Policyholder, Insured Entities and Insured Persons as described in the Schedule
Effective Date:	1st October 2024

Recognised Environment

Coaches:

For the purposes of this Policy with effect from 1st October 2022 a "Recognised Environment" for a Coach means:

- A British Gymnastics registered club or British Gymnastics registered club-arranged event
- A British Gymnastics registered leisure centre in respect of coached sessions involving participants registered to British Gymnastics
- An event organised and/or run by British Gymnastics or a British Gymnastics affiliated organisation
- A school gymnastics class including extra curricular gymnastics clubs
- An environment deemed suitable by British Gymnastics Foundation (BGF) for the delivery of the BGF Love to Move programme by BGF accredited deliverers involving appropriate non-member participants

Instructors:

For the purposes of this Policy with effect from 1st October 2021 a "Recognised Environment" for an Instructor means:

- A British Gymnastics registered club or British Gymnastics registered club-arranged event
- A British Gymnastics registered leisure centre in respect of coached sessions involving participants registered to British Gymnastics
- An event organised and/or run by British Gymnastics or a British Gymnastics affiliated organisation
- A school gymnastics class including extra-curricular gymnastics clubs

British Gymnastics Member:

For the purposes of this Policy with effect from 1st October 2011 a "Recognised Environment" for a British Gymnastics Member means:

- A British Gymnastics registered club or British Gymnastics registered club-arranged event
- A British Gymnastics registered leisure centre
- An event organised and/or run by British Gymnastics or a British Gymnastics affiliated organisation
- A school gymnastics class including extra curricular gymnastics clubs

Subject otherwise to the terms, exclusions and conditions of this **Policy**.

Endorsement No

to be attached to Policy No. UKG0042939LI24A

Insured:	Policyholder and Insured Entities as described in the Schedule
Effective Date:	1st October 2024

Holiday Clubs/Summer Camps

The Indemnity provided by Section 2 of this **Policy** is extended to indemnify clubs affiliated to the **Insured** offering holiday clubs or summer camps to either members of the **Insured** or participants registered to the Block Registration Scheme for the following:

- Supervision and coaching of gymnastic activity
- Supervision of low-risk, non-gymnastics activity within and around the club environment
- Supervision of non-gymnastic activities away from the club delivered by a Third party provider

Subject otherwise to the terms, exclusions and conditions of this **Policy**.

axaxl.com

AXA XL Insurance Company UK Limited
20 Gracechurch Street, London, EC3V 0BG, United Kingdom

Telephone: +44 (0)20 7626 0486 Fax: +44 (0)20 7623 9101 **axaxl.com**