

Policy Details

Combined Liability

POLICYHOLDER	English Lacrosse Association Ltd t/as England Lacrosse, Lacrosse Enterprises Ltd (all affiliated).
INSURER	Sportscover Europe Limited
POLICY NUMBER	PLON99/0078387
PERIOD OF INSURANCE	10/04/2024 to 09/04/2025
BUSINESS DESCRIPTION	England Lacrosse's National Governing Body of Lacrosse and the associated activities of a governing body including recognised and authorised activities including training, competitions, coaching, course attendance, social activities, and all ancillary activities.
ADDRESS	House of Sport Manchester Rowsley Street Manchester Lancashire M11 3FF United Kingdom

Operative Covers

Policy No: PLON/0078387

Address:

HOUSE OF SPORT MANCHESTER, MANCHESTER, M11 3FF
UNITED KINGDOM

Business Description:

England Lacrosse's National Governing Body of Lacrosse and the associated activities of a governing body including recognised and authorised activities including training, competitions, coaching, course attendance, social activities, and all ancillary activities.

Section	Limit of Indemnity	
Employers Liability	£10,000,000 any one Occurrence	
Public & Products Liability	£10,000,000 any one Occurrence, but limited to £10,000,000 in the aggregate in respect of Products Liability	
Professional Indemnity	£10,000,000 in the aggregate in respect of Products Liability	
Abuse	A. Retroactive Date 01/04/2024	A. £1,000,000 any one claim and in the aggregate
	B. A. Retroactive Date 01/04/2003	B. £500,000 any one claim and in the aggregate
	C. Retroactive Date 01/04/1985	A. £100,000 any on claims and in the aggregate

Section: Employers Liability

Section	Limit of Indemnity
Employers Liability	£10,000,000 any one Occurrence

Wageroll

Duties	Wageroll
Clerical	£622,000
Coaches/Instructors/Players	£300,000
Caretakers/Cleaners	-
Bar Staff	-
Ground Staff/Maintenance	-
Clubs	209
TOTAL WAGEROLL	£922,000

Territorial Limit: Worldwide

Section: Public & Products Liability and Professional Indemnity

Section	Limit of Indemnity
Public Liability	£10,000,000 any one Occurrence but
Products Liability	limited to £10,000,000 in the aggregate in respect of Products Liability
Professional Indemnity	£1,000,000 any one Claim, limited to £1,000,000 in the aggregate

Turnover

Description	Amount
Members	£6,400
Turnover	£2,365,000
Clubs	209
Association/County Association/Regions	1
TOTAL TURNOVER	£2,371,610

Excess

£250 Excess is in respect of Third-Party Property Damage Only

Territorial Limit: Worldwide

Jurisdiction: Worldwide excluding USA

Insurer Endorsements

ABUSE EXTENSION

<u>Retroactive Date:</u>	<u>Limit of indemnity:</u>
A. 01/04/2024	A. £1,000,000 any one claim and in the aggregate
B. 01/04/2003	B. £500,000 any one claim and in the aggregate
C. 01/04/1985	C. £100,000 any on claims and in the aggregate

Excess: £1,000 each and every claim.

This Extension is on a "claims made" basis. It only covers claims made **You** and notified to the **Insurer** during the **Period of Insurance**.

Operative Clause

Subject to the terms, conditions, definitions and exclusions of this **Policy** (other than as amended by this Extension), despite "Exclusions (what is not covered): 8", the **Insurer** agrees to **Indemnify You** against:

- a) all sums which **You** become legally liable to pay as damages and claimant's costs and expenses arising out of **Claims** first made against **You** and notified in writing to the **Insurer** during the **Period of Insurance**;
- b) all costs, fees and expenses incurred by **You**, with the **Insurer's** written consent, in the defence or settlement of **Claims** first made against **You** under paragraph a) above;

resulting from **Abuse or Molestation** or attempted **Abuse or Molestation** committed or alleged to have been committed after the applicable **Retroactive Date**, provided that the **Insurer's** liability will not exceed:

- i. the applicable Limit of indemnity stated in this Extension in respect of the applicable **Retroactive Date**; but not
- ii. "Limit of indemnity A" stated in this Extension in respect of the aggregate of all claims first made against **You** and notified in writing to the **Insurer** during the **Period of Insurance** irrespective of **Retroactive Dates**.

Limitation

In respect of **Abuse or Molestation** or attempted **Abuse or Molestation** committed or alleged to have been committed after "Retroactive Date C" which is not proven to have continued beyond "Retroactive Date B" the **Insurer** will **Indemnify You** against all costs, fees and expenses incurred by **You**, with the **Insurer's** written consent, in the defence or settlement of **Claims** first made against **You** and notified in writing to the **Insurer** during the **Period of Insurance**, but the **Insurer** will not **Indemnify You** against damages and claimant's costs and expenses.

Definitions

Abuse or Molestation means:

- a) any physical, mental or emotional abuse including but not limited to harassment or bullying, voyeurism, invasion of privacy, mistreatment or maltreatment, neglect, any act of a sexual nature or any act undertaken with a sexual motive, or;
- b) any situation where **You** had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental and/or emotional) of a victim and were in breach of that duty to protect those in **Your** care either through negligence or vicariously for the acts and/or omissions of **Your Employees, Members or Volunteers**.

Abuse does not include:

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

Abuse which commenced or is alleged to have commenced after:

- a) "Retroactive Date C" and which is proven to have continued beyond:
 - i. "Retroactive Date B", but ceased before "Retroactive Date A" will be treated as having commenced after "Retroactive Date B" and will be subject to "Limit of indemnity B";
 - ii. "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A";
- b) "Retroactive Date B" and which is proven to have continued beyond "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A".

Abuser means the individual who committed or is alleged to have committed any **Abuse** or attempt at **Abuse**.

Exclusions

The Insurer will not:

1. **Indemnify You** for any liability for which **You** are entitled to **indemnity** under any other insurance.
2. **Indemnify You** for any liability arising from **Abuse** or attempt at **Abuse** which occurred or is alleged to have occurred before the applicable **Retroactive Date** specified in this Extension.
3. **Indemnify You** for any liability arising from any facts and/or circumstances, of which **You** had become aware before the commencement of the **Period of Insurance**, which a reasonable person in **Your** position would have considered as facts and/or circumstances which may give rise to a **Claim** or **Claims** under this **Policy**.
4. **Indemnify** any **Abuser**.
5. **Indemnify You** against;
 - a) any fines or penalties or the costs of defending criminal proceedings.
 - b) punitive, exemplary, aggravated and/or multiple damages.
6. **Indemnify You** for any liability arising out of any failure to comply with procedural guidelines established by **You** concerning **Abuse**.
7. **Indemnify** any person who has or has been alleged to have:
 - a) authorised or permitted **Abuse**.
 - b) disregarded knowledge of **Abuse**.
 - c) had actual or constructive knowledge of **Abuse** and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from **Abuse**.
 - d) aided or contributed to or supported **Abuse**; or
 - e) intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from **Abuse**.

Conditions

1. **You** must bear the Excess (inclusive of costs and expenses in the defence or settlement of each claim) stated in this Extension.
2. For the purpose of determining the Excess applicable to any **Indemnity** provided under this Extension, it is expressly agreed that all acts of **Abuse** or attempt(s) at **Abuse** suffered by any individual bringing a claim

against **You** will be deemed to have arisen out of one originating cause. If there is more than one victim of **Abuse** by the same **Abuser(s)**:

- a) claims brought against **You** by each individual who suffered **Abuse** or attempt(s) at **Abuse** by the same **Abuser(s)** will be treated as separate claims and be deemed to have arisen out of separate original causes; but
 - b) all acts of **Abuse** or attempt(s) at **Abuse** by the same **Abuser(s)** suffered by any individual bringing a claim against **You** will be deemed to have arisen out of one originating cause.
3. You must give notice in writing to the **Insurer** as soon as is reasonably practicable after becoming aware of any circumstances that may give rise to a **Claim** or **Claims**. Please see "How to make a claim" on *page 25* of this **Policy**.

The following are conditions of this insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, the **Insurer** may reject a claim payment or a claim payment could be reduced. In some circumstances **Your** insurance may not be valid.

4. **You** must ensure that **You, Your Employees, Members** and anyone acting under **Your** control in the course of **Your Business** comply with all statutory legislation and requirements for dealing with children and vulnerable adults.
5. **You** must provide a written claims declaration to the **Insurer** upon each renewal negotiation of the **Policy**.