

# Public/Products/Professional Liability Insurance

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**INSURED:** Ice Hockey UK Ltd & Affiliated Clubs & Associations  
(including Scottish Ice Hockey, Scottish Recreational  
and Ice Hockey Northern Ireland )

**RISK REFERENCE:** S1682633

**INSURER:** Sportscover Europe Ltd (Lloyds)

**POLICY NO:** PLON99/0074035

**PERIOD:** 1<sup>st</sup> August 2016 to 31<sup>st</sup> July 2017

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**OPERATIVE COVER:** Legal liability to Third Parties for bodily injury, or damage to property arising out of or in connection with the business.

The indemnity is provided to the following persons if so requested by the insured:

- (a) Any Director, Executive Officer, Committee Member, Officer-holder, Employee of the insured club or association but only whilst acting within the scope of their duties in such capacity:
- (b) Any registered member of the insured club or voluntary worker but only whilst acting in connection with club activities and whilst conforming to club rules and by-laws. Such Member shall only be entitled to indemnity hereunder to the extent that said member is not entitled to indemnity under any other policy of insurance.
- (c) Any owner of plant in respect of the hire of said plant to the insured club but only to the extent required under written contract or agreement.

**BUSINESS:** All activities associated with Ice Hockey including responsibilities as Landlord, Tenants, Property Owners and Organisers of social and fund raising activities.

<b>LIMIT OF INDEMNITY:</b> <b>Public Liability</b> any one occurrence	£10,000,000
<b>Product Liability</b> any one occurrence and in the aggregate for any one period	£10,000,000
<b>Financial Loss</b> any one occurrence and in the aggregate any one period	Nil
<b>Abuse</b> anyone occurrence and in the aggregate any one period	£1,000,000

**RISK REFERENCE:** S1682633

**TERRITORIAL LIMITS:** Anywhere in the world excluding USA or Canada other than temporary trips of not more than 90 days by non USA or Canadian residents.

**JURISDICTION:** Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.

**EXCESS:**

Third Party Property Damage	Nil
USA/Canada	Nil
Other	Nil

**PREMIUM BASIS:** Minimum and Deposit

**RISK REFERENCE: S1682633**

**Public/Products Liability Key Facts**

<b>ITEM</b>	<b>COVER</b>
<b>Abuse</b>	<i>Damages £1,000,000 claims made basis plus defence costs.</i>
<b>Airside</b>	No
<b>Asbestos</b>	No
<b>Assault</b>	No
<b>Claimants Costs &amp; Expenses</b>	Yes
<b>Consumer Protection Act</b>	N/A
<b>Court Attendance – Compensation For Costs</b>	No
<b>Critical Aviation/Military/Marine Products</b>	No
<b>Cross Liabilities</b>	No
<b>Data Protection Act</b>	No
<b>Defence Costs And Expenses</b>	Yes
<b>Defective Premises Act</b>	Yes
<b>Dic/Dil Over Local Overseas Policies</b>	No
<b>Failure To Perform – Products</b>	No
<b>Heat Work Away From Own Premises</b>	No
<b>Indemnity To Principal</b>	No
<b>Legal Defence Costs – Health &amp; Safety At Work Act 1974</b>	Yes
<b>Legal Defence Costs – Corporate Manslaughter &amp; Homicide Act 2007</b>	<i>Silent</i>
<b>Libel &amp; Slander</b>	No
<b>Motor Contingent Liability</b>	Yes
<b>Overseas Personal Liability</b>	No
<b>Pollution – Sudden &amp; Accidental Only</b>	Yes
<b>Private Work Undertaken For Directors, Partners Or Senior Officials</b>	No
<b>Sports, Social &amp; Welfare Activities</b>	N/A
<b>Tenant’s Liability For Hired Or Rented Premises</b>	<i>Yes - £100 excess</i>
<b>Third Party Working Risk – Plant</b>	N/A
<b>Terrorism Cover</b>	No
<b>Unsatisfied Court Judgements</b>	No
<b>USA/Canada</b>	<i>Yes – temporary visits of not more than 90 days by non USA / Canadian residents</i>
<b>Vendors Liability</b>	No

**Refer to policy for full details of policy cover**

**RISK REFERENCE:** S1682633

**PROFESSIONAL INDEMNITY**

**OPERATIVE COVER:** Liability at law for damages and claimant's costs and expenses in respect of claims arising out of the conduct and execution of Professional Activities and Duties first made against the Insured and reported to Insurers during the period of insurance

The indemnity is provided to the following persons if so requested by the insured:

Any person who is registered with Ice Hockey UK Ltd as a qualified coach / official whilst acting in the scope of their duties in such capacity.

<b>LIMIT OF INDEMNITY:</b>	Any one occurrence	<table border="1"><tr><td>N/A</td></tr></table>	N/A
	N/A		
	Any one occurrence and in the aggregate any one period	<table border="1"><tr><td>N/A</td></tr></table>	N/A
N/A			
Any one occurrence and in the aggregate any one period – costs inclusive	<table border="1"><tr><td>£1,000,000</td></tr></table>	£1,000,000	
£1,000,000			

**TERRITORIAL LIMITS:** Worldwide excluding USA, Canada other than temporary visits of not more than 90 days by no USA/Canada residents

**JURISDICTION:** Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.

<b>EXCESS:</b>	USA/Canada	<table border="1"><tr><td>N/A</td></tr></table>	N/A
	N/A		
Other	<table border="1"><tr><td>Nil</td></tr></table>	Nil	
Nil			

**RETROACTIVE DATE:**

16.8.2011
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**RISK REFERENCE: S1682633**

**Professional Indemnity Key Facts**

<b>ITEM</b>	<b>COVER</b>
<b>Asbestos</b>	<i>Silent</i>
<b>Authority – Breach Of</b>	No
<b>Claimants Costs &amp; Expenses</b>	Yes
<b>Confidentiality – Breach Of</b>	No
<b>Copyright Infringement</b>	No
<b>Court Attendance – Compensation For Costs</b>	No
<b>Contractual Liability</b>	Yes
<b>Data Protection Act</b>	No
<b>Defence Costs And Expenses</b>	Yes
<b>Defamation, Libel &amp; Slander</b>	Yes
<b>Defective Premises Act</b>	Yes
<b>Dishonest Acts</b>	No
<b>Documents – Loss Or Damage</b>	No
<b>Fidelity</b>	No
<b>Housing Grants Construction &amp; Regeneration Act</b>	No
<b>Indemnity To Principal</b>	No
<b>Intellectual Property Rights Infringement</b>	No
<b>Mitigation Of Loss</b>	No
<b>Non Professionally Qualified Persons</b>	No
<b>Ombudsman Awards</b>	No
<b>Plagarism</b>	No
<b>Pollution</b>	No
<b>Professional Duty – Breach Of</b>	Yes
<b>Statutory Regulations – Prosecution Defence Costs</b>	No
<b>Terrorism Cover</b>	No
<b>USA/Canada</b>	No

**Refer to policy for full details of policy cover**

**RISK REFERENCE: S1682633**

**Supplementary Policy Information**

**PRINCIPAL EXCLUSIONS: PUBLIC/PRODUCTS LIABILITY**

- a) Contractual Liability.
- b) Deliberate Acts.
- c) Fines, Penalties or Punitive Damages.
- d) Pollution unless Sudden and Accidental.
- e) War & Terrorism.
- f) Claims brought in Courts or Countries outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (or the enforcement of a judgement obtained in any such Courts).
- g) Any personal injury caused or contributed to by any participant to any other participant whilst participating in a match or a practice.
- h) Losses resulting from or in consequence of or involving Asbestos in whatever form or quantity.
- i) Assault.
- j) Heat Work - arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.

**RISK REFERENCE:**

**S1682633**

**PRINCIPAL EXCLUSIONS  
CONT'D:**

**PROFESSIONAL INDEMNITY**

1. Claims brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Insured or of any person at the time employed by the Insured.
2. As a result of the insolvency, bankruptcy or liquidation as the case may be of the Insured.
3. Claims brought against an Insured arising directly or indirectly out of physical assault, interference as a consequence thereof.
4. Claims brought against the Insured arising directly or indirectly from the use of non medically prescribed drugs.
5. Arising directly or indirectly from any injury (including emotional distress or mental trauma) loss or damage which is actually or allegedly caused by contributed to by or in any way related to the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents.
6. Brought against the Insured in any country or jurisdiction outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
7. Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause of event contributing concurrently or in any other sequence to the loss;
8. Liquidated, punitive, exemplary or aggravated damages.  
  
This policy does not indemnify the Insured against any liability to pay any fines and/or penalties imposed by law.
9. Liability to pay any trading debts.
10. Pollution.
11. Claims arising out of, relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind.

**RISK REFERENCE: S1682633**

**PRINCIPAL CONDITIONS  
AND/OR WARRANTIES:**

- 1) Claims reporting conditions
- 2) Loss or suspension of registration  
Immediate notice required should the statutory registration of an insured person be cancelled, suspended or terminated.

***Professional indemnity and abuse cover under this policy is arranged on a “claims made” basis. This means that any claims are dealt with under the terms of the policy in force at the time the claim or circumstance is notified and not the policy that was in force at the time of the original error or omission.***

***It is vital that any claim, or circumstance which might give rise to a claim (whichever comes first), is notified immediately. Failure to do so will enable insurers to repudiate the claim and could invalidate future cover.***

***It is essential that prior to inception/renewal, enquiries are made of all relevant personnel to ensure that they are unaware of any claim or circumstance which needs to be disclosed. If you are in any doubt what constitutes a “claim” or “circumstance” you should disclose it to us for advice.***

***This duty of disclosure continues until renewal date. You should undertake a further “no known claims/circumstances” check prior to expiry of each period of insurance and inform us immediately if this reveals any “claim” or “circumstance” which has not been previously disclosed.***

**For full details please refer to policy documentation.**