

Renewal Policy Schedule

Policy Number: PAR-23-0000006



General Information

The Insured	ENGLAND AND WALES CRICKET BOARD AND AFFILIATED MEMBER CLUBS
Correspondence Address	LORDS CRICKET GROUND, ST JOHN'S WOOD ROAD, LONDON, NW8 8QZ, UNITED KINGDOM
Risk Address	LORDS CRICKET GROUND, ST JOHN'S WOOD ROAD, LONDON, NW8 8QZ, UNITED KINGDOM
Broker	Sportscover Europe Management
Broker's Address	2ND FLOOR, 153 FENCHURCH STREET, LONDON, ENGLAND, EC3M 6BB, UNITED KINGDOM
Business Description	Cricket Governing Body and Affiliated Member Clubs
Sports	Cricket
Period of Insurance	From 01/02/2024 to 31/01/2025, both days inclusive.

Public and Products Liability & Professional Indemnity

UNDERWRITTEN BY Sportscover Europe Ltd on behalf of Allianz Global Corporate & Specialty SE under contract number GBT002257230W.

Public and Products Liability Limit of Indemnity	£15,000,000 any one Occurrence, but limited to £15,000,000 in the aggregate in respect of Products Liability.
Professional Indemnity Limit of Indemnity	£10,000,000 any one Claims, but limited to £10,000,000 in the aggregate.
Excess	£Nil
Territorial Limits	United Kingdom
Jurisdiction	United Kingdom
Abuse Cover	£2,000,000
Abuse Cover Retroactive Dates	Please see Abuse Condition
Retroactive Date	01/02/2021
Turnover	£0.00
Associations	

Employer's Liability

UNDERWRITTEN BY Sportscover Europe Ltd on behalf of Allianz Global Corporate & Specialty SE under contract number GBT002257230W.

Limit of Indemnity	£10,000,000 any one Occurrence.
Excess	£Nil
Territorial Limits	United Kingdom
Description	Wageroll
Number Of Volunteers	0
Number Of Employees	0

Management Liability

UNDERWRITTEN BY Sportscover Europe Ltd on behalf of Allianz Global Corporate & Specialty SE under contract number GBT002257230W.

Limit of Indemnity	£2,000,000 any one Occurrence, but limited to £2,000,000 in the aggregate.
Corporate Reimbursement	£2,000,000 any one Occurrence, but limited to £2,000,000 in the aggregate.

Excess	£Nil
Retroactive Date	01/02/2021
Territorial Limits	United Kingdom
Jurisdiction	United Kingdom
Associations	1

Optional Extensions

Is it Covered?

Entity Cover for Employment Practices Liability

Yes

Conditions and/or Endorsements

Communicable Disease Exclusion with Inner Limit and per Claimant Deductible

Communicable Disease Exclusion with Inner Limit and per Claimant Deductible (Public and Products Liability)

Inner Limit

The total liability of the Insurer for all Communicable Disease Claims under the Public and Products Liability Section shall not exceed £5,000,000 in the aggregate in respect of all Occurrences taking place during any one Period of Insurance. Notwithstanding any provision of the Policy to the contrary, this inner limit of indemnity:

- A. is inclusive of all compensation, interest, claimants' costs and expenses, Costs and Expenses and any other losses payable under the Public and Products Liability Section of the Policy;
- B. forms part of and is not in addition to the Limit of Indemnity stated in the Schedule as applicable to the Public and Products Liability Section of the Policy; and
- C. will not be reinstated following a claim, such that any payment made on one Communicable Disease Claim shall reduce the limit of indemnity available in respect of any other Communicable Disease Claims.

Exclusion

The Insurer shall not be liable in respect of Communicable Disease Claims for:

- A. any amount in excess of the inner limit of indemnity stated in this endorsement, irrespective of the number of persons or entities who are entitled to an indemnity under the Policy;
- B. An Excess of £250 in respect of each and every claimant pursuing a claim arising out of an Occurrence against the Insured or any other person entitled to an indemnity applies under the Policy. Where a claimant pursues a claim or claims arising out of more than one Occurrence, a separate Excess will be payable against that claimant's claim or claims for each Occurrence even if the Occurrences arise out of the same cause;
- C. any cost to:
 - i. clean-up, detoxify, decontaminate, or remove Pathogens from any property or Products, where the property or Products are or are feared to have been affected by Pathogens or a Communicable Disease;
 - ii. monitor or test for Pathogens or a Communicable Disease; or
 - iii. recall or replace Products;
- D. The fear or threat (whether actual or perceived) of a Communicable Disease;
- E. The presence or suspected presence of Pathogens in or on Products, or at, in or on the premises or property of any person or entity; or
- F. any action taken or advice given to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Communicable Disease or any Pathogens,

For the avoidance of doubt, nothing in this endorsement extends the scope of cover provided under the Public and Products Liability Section of the Policy wording.

For the purposes of this endorsement:

Communicable Disease Claim means a claim by the Insured or any other person entitled to benefit from the Policy for an indemnity under the Public and Products Liability Section against:

- A. liability in respect of any Injury, loss or damage;
- B. Costs and Expenses, directly or indirectly caused by, consisting of, arising out of, attributable to, or contributed to by a Communicable Disease irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

Injury means:

A. bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

B. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person

Loss includes any type of loss covered by the Public and Products Liability Section (including, where the context permits, physical loss, purely financial loss, and interference with rights over or interests in property, loss of value, marketability or use of property).

Costs and Expenses mean

A. defence costs (including in relation to civil, regulatory or criminal proceedings);

B. the costs of representation at any coroner's inquest or fatal accident inquiry;

C. prosecution costs

Communicable Disease means

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

A. the substance or agent includes, but is not limited to, a virus, bacterium, parasite, fungus, other organism, micro-organism or any variation thereof, whether deemed living or not, and

B. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

C. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage

Pathogen means

Any pathogen, other substance or agent capable of causing a Communicable Disease, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not

Occurrence means

A. Injury

B. loss of or damage to material property

C. nuisance, trespass, obstruction or interference with any right of way, light, air or water

Where an Occurrence takes place over a period of time, it shall be deemed to have taken place on the date when the Occurrence first started

Excess means

The first part of each and every claim (including Costs and Expenses) for which the Insured or any other person entitled to indemnity under the Policy is responsible. Where a claim is made against both the Insured and one or more other persons entitled to indemnity in respect of the same Occurrence, the Insured and any other person claiming indemnity must each bear a separate excess.

PUBLIC LIABILITY POLICY EXTENSIONS

Cover included for bar activities

Cover included for umpires and scorers

Cover included for Club fundraising and social activities

Cover included Coaching activities in club environment

Cover included for Property Owners'/Occupiers' Liability

Environmental Impairment Liability with a Limit of Indemnity of £100,00

Legionellosis extension £2m in the aggregate.

EMPLOYERS LIABILITY POLICY EXTENSIONS

Cover included for all clubs affiliated to the ECB

Cover includes volunteer workers

Cover includes groundsmen replacement of £500

NON NEGLIGENT EXTENSION

It is hereby noted and agreed in the event of non negligence damage to third party property namely broken glass or windows the policy will extend to cover up to £350 per club.

FLY TIPPING CONDITION

A sub-limit under the Environmental Impairment Liability extension in respect of the clean-up costs of pollution or contamination caused to the cricket ground as a result of fly tipping. This would be sub-limited to £5,000 each and every claim/club and £50,000 in the aggregate with a £500 excess each and every claim.

BONFIRES AND FIREWORKS CONDITION

Bonfire(s) must be situated in a cleared area which is roped off and at least 15 metres from spectators, other areas, buildings, roads, railways, public rights of way, flammable or otherwise dangerous materials (e.g., petrol, liquefied petroleum gas) and overhead power lines. The use of petrol, paraffin or other flammable liquids on the fire or used to start the fire is excluded.

All fireworks are to be carried out by a third party contractor who has their own Public Liability insurances in place for a minimum of £5,000,000 limit of Indemnity, stored and handled in accordance with the manufacturer's instructions. Spectators must be a minimum of 25 metres away from the area where fireworks are lit.

If this Condition is not complied with, the policy coverage will not be operative.

HIRERS CONDITION

All third parties hiring the premises for reward must have an insurance policy providing indemnity against Public Liability in their own name for a limit of indemnity of at least that stated within the Schedule

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

MANAGEMENT LIABILITY - POLICY EXCESS

In respect of Entity Cover for Employment Practices Liability excess applicable £2,500.

ABUSE EXTENSION

A. Retroactive Date : 01/02/2021

A. Limit of indemnity: £2,000,000 any one claim and £5,000,000 in the aggregate

Excess: £1,000 each and ever claim

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

Operative Clause

Subject to the terms, conditions, definitions and exclusions of this Policy (other than as amended by this Extension), despite "Exclusions (what is not covered): 8.2", the Insurer agrees to Indemnify You against:

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;

all costs, fees and expenses incurred by You, with the Insurer's written consent, in the defence or settlement of Claims first made against You under paragraph a) above;

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

i. the applicable Limit of indemnity stated in this Extension in respect of the applicable Retroactive Date; but not

ii. "Limit of indemnity A" stated in this Extension in respect of the aggregate of all claims first made against You and notified in writing to the Insurer during the Period of Insurance irrespective of Retroactive Dates.

Limitation

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

Definitions

Abuse means circumstances where:

You had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental, and/or spiritual) of the victim and were in breach of this duty to protect those Your care

either through negligence or vicariously for the acts and/or omissions of Your Employees, Members, volunteers, etc.

b) Abuse may be physical, sexual or psychological in nature.

Abuse includes:

behaviour which sexualises the victim and uses the victim for sexual gratification.

the sexual interaction between two minors if there is a perceived difference in power between the victim and the Abuser.

the imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, but this would not include a single incidence of physical assault.

the deliberate pre-meditated maltreatment of the victim by an individual in a position of responsibility.

Abuse does not include:

schoolyard and workplace bullying

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

Abuse which commenced or is alleged to have commenced after:

C) "Retroactive Date C" and which is proven to have continued beyond:

"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";

"Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A"

D) "Retroactive Date B" and which is proven to have continued beyond "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A".

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

Exclusions

The Insurer will not:

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

e) intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse.

Conditions

1. You must bear the Excess (inclusive of costs and expenses in the defence or settlement of each claim) stated in this Extension

2. For the purpose of determining the Excess applicable to any Indemnity provided under this Extension, it is expressly agreed that all acts of Abuse or attempt(s) at Abuse suffered by any individual bringing a claim against You will be deemed to have arisen out of one originating cause.

If there is more than one victim of Abuse by the same Abuser(s):

a) claims brought against You by each individual who suffered Abuse or attempt(s) at Abuse by the same Abuser(s) will be treated as separate claims and be deemed to have arisen out of separate original causes; but

b) all acts of Abuse or attempt(s) at Abuse by the same Abuser(s) suffered by any individual bringing a claim against You will be deemed to have arisen out of one originating cause.

3. You must give notice in writing to the Insurer as soon as is reasonably practicable after becoming aware of any circumstances that may give rise to a Claim or Claims. Please see "How to make a claim" on page 23 of this Policy.

The following are conditions of this insurance that You need to meet as Your part of this contract.

If You do not meet these conditions, the Insurer may reject a claim payment or a claim payment could be reduced. In some circumstances Your insurance may not be valid.

4. You must ensure that You, Your Employees, Members and anyone acting under Your control in the course of Your Business comply with all statutory legislation and requirements for dealing with children and vulnerable adults.

5. You must provide a written claims declaration to the Insurer upon each renewal negotiation of the Policy.

Premium Summary

Public and Products Liability & Professional Indemnity	£0.00
Employers' Liability	£0.00
Management Liability	£0.00
Combined Net Premium	£0.00
IPT (12%)	£0.00
Administration Fee	£0.00
Combined Gross Premium	£0.00