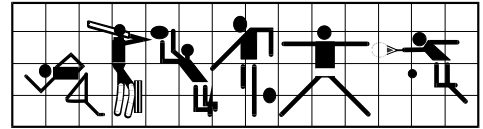


Policy Schedule



SPORTSCOVER
Registered in England and Wales No. 37266780

You will only be entitled to insurance cover under the section or sections which you have selected and for which you have paid the required premium.

Policy Number

PLON99/0097170

The Insured	ENGLAND AND WALES CRICKET BOARD AND AFFILIATED MEMBER CLUBS
Address	LORD`S CRICKET GROUND LONDON NW8 8QZ UNITED KINGDOM
Broker	HOWDEN
Brokers Address	TRICORN HOUSE BIRMINGHAM B16 8TP UNITED KINGDOM
Sport / Activities	CRICKET GOVERNING BODY AND AFFILIATED MEMBER CLUBS
Period of Insurance	From 1/02/2025 to 31/01/2026. Both days inclusive and any subsequent period for which the insured shall have paid and The Underwriter(s) shall have accepted the new premium

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

Section	Limit of Indemnity	Excess
PUBLIC & PRODUCTS LIABILITY:	£15,000,000 any one Occurrence, but limited to £15,000,000 in the aggregate in respect of Products Liability	£NIL
EMPLOYERS LIABILITY:	£10,000,000 any one Occurrence	£NIL
PROFESSIONAL INDEMNITY:	£10,000,000 any one Claim, limited to £10,000,000 in the aggregate	£NIL
Retroactive Date:	1/01/2021	

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.

EL 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

PL 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

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

ABUSE EXTENSION

Retroactive Date:	Limit of indemnity:
A. 01/01/2021	A. £2,000,000 any one claim and £5,000,000 in the aggregate

B.	B.
C.	C.

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:

- 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 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:

- the applicable Limit of indemnity stated in this Extension in respect of the applicable **Retroactive Date**; but not
- "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:

- 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;
- 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:

- 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:

- "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";
- "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:

- Indemnify You** for any liability for which **You** are entitled to **indemnity** under any other insurance.
- 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.
- 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**.
- Indemnify** any **Abuser**.
- Indemnify You** against;
 - any fines or penalties or the costs of defending criminal proceedings
 - punitive, exemplary, aggravated and/or multiple damages.
- Indemnify You** for any liability arising out of any failure to comply with procedural guidelines established by **You** concerning **Abuse**.
- Indemnify** any person who has or has been alleged to have:
 - authorised or permitted **Abuse**;
 - disregarded knowledge of **Abuse**;
 - 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**;
 - aided or contributed to or supported **Abuse**; or
 - intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from **Abuse**.

Conditions

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

- 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**.

Issued subject to the terms of the attached Policy Wording and signed by the authorised Representative of Sportscover Europe on behalf of the Underwriter/s detailed above.



SIGNATURE

7/02/2025
DATE

Printed by: CA