

SPORTSCOVER™

RESOLUTION UNDERWRITING HOLDING'S (IRELAND) LIMITED
TRADING AS
SPORTSCOVER EUROPE (IRELAND)

INSURANCE



Allianz 

The company's head office and registered address is:

Resolution Underwriting Holdings (Ireland) Limited trading as Sportscover Europe (Ireland)

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Welcome to Sportscover Europe (Ireland)

Sportscover is one of the leading sports insurance underwriters, with an accredited broker network stretching across the globe and dealing in accident, liability, property and contingency insurances for sport.

Our services include risk management, marketing support, information and educational services as well as exceptional customer service and an unrivalled knowledge and expertise in sports and leisure insurance.

Important Information

In addition to the Important Information below, please also refer to "Other Important Information" on page 24.

Information you have given us

In deciding to accept this **Policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions, **we** ask by ensuring that all information provided is accurate and complete.

At the commencement of the **Period of Insurance** or at the subsequent renewal of this **Policy**, if **You** are:

- a) a consumer, **You** must take reasonable care not to misrepresent any information or facts which might affect **Our** assessment or acceptance of this insurance;
- b) a commercial customer, **You** must disclose every material circumstance **You** know or ought to know and provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk.

You must notify **Us** as soon as is practicable of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this **Policy**. For example, **We** would need **You** to notify **Us**:

- if **You** change or expand the **Business** activities stated in the **Schedule**;
- if any of **Your Employees** are to engage in work outside the **Territorial Limits** or **Offshore**;
- if **You** purchase, absorb or merge with another club, association, league, or entity a company, whether in its entirety or a part interest, and want or intend the activities of that club, association, league or entity to be covered under this **Policy**.

These are just some examples and there may be other circumstances **We** would want **You** to tell **Us** about. Please refer to the "How to amend this insurance" section on page 24 of this **Policy**.

In addition, **You** must notify **Us** of any additional information or change to the information provided at inception or renewal occurring during the **Period of Insurance** at which time **We** may apply an additional premium or other additional terms or conditions.

If **You** are unsure as to whether or not certain facts should be disclosed, or **You** would like to make changes to **Your Policy** please contact **Your Broker** or **Us** directly.

If **You** do not disclose all information **Your** insurance may not cover **You** fully, or at all.

Consequences of Incorrect Information

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information the **Insurer** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information, it could adversely affect **Your** insurance and any claim. For example, the **Insurer** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. The **Insurer** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness; or
- the **Insurer** may reduce the amount the **Insurer** pays on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**;

We or **Your Broker** will write to **You** if the **Insurer**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance.

Choice of Law and Jurisdiction

In the absence of any agreement to the contrary, the laws of the Republic of Ireland will apply and the parties submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English

Sports Liability Policy (Ireland)

The Contract of Insurance

Your Policy is made up of several parts which must be read together as they form **Your** contract of insurance with **Us**. Please take time to read all parts of the **Policy** to make sure they meet **Your** needs and that **You** understand the terms, conditions and exclusions. If **You** wish to change anything or there is anything **You** do not understand, please let **Your** insurance **Broker** know.

The parts of the **Policy** which form **Your** contract of insurance with **Us** are:

- the Important Information
- the proposal, presentation of the risk, or any other information supplied by **You** or on **Your** behalf the **Policy** Definitions; the Insuring Agreements; the General Exclusions and General Conditions, all of which apply to all Sections of the **Policy**
- the sections of cover selected by **You** (as shown on the **Schedule**)
- the Exclusions and Conditions which apply to the sections selected by **You**
- the **Schedule**, which includes all clauses applied to the **Policy** while the **Policy** is in force.

Important

It is important that **You**

- check that the Sections **You** have requested are included in the **Schedule**;
- check that the information **You** have given **Us** is accurate and tell **Us** if it is not – see the “Information you have given us” Section on page 2;
- comply with **Your** duties under each Section and under the insurance as a whole.

If this **Policy** does not meet **Your** requirements, if there are any inaccuracies or if **Your** requirements change, **You** should contact **Your Broker** at **Your** earliest opportunity.

General Definitions

Definitions are set out below unless otherwise shown in a particular **Policy** section. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this **Policy**, the **Schedule** or any endorsement relating to this **Policy** in **coloured, bold type**. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

1. **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**.
2. **Act of Terrorism/Terrorism** means an act, including but not limited to the use of force or violence and/or threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
3. **Aircraft** means any vessel, craft, **Vehicle**, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes.
4. **Bodily Injury** means death, injury, illness, disease, mental anguish or nervous shock of or to any person.
5. **Broker** means the insurance broker who arranged this insurance for **You**, where applicable.
6. **Business** of the **Insured** is that of a sporting club and/or member of the sporting association, league or entity stated in the **Schedule**. The business includes all activities connected with the **Sport** or activity including responsibilities as landlord, tenants, property owners and organisers of social and fund-raising activities.
7. **Category 4 Sports** means Rugby Union, Rugby League, Football, Gaelic Football, Gridiron, Australian Rules Football, Kick Boxing, Boxing, Martial Arts, Cycling and all other contact sports.
8. **Claim** means:
 - 8.1. any **Claim** made against the **Insured**;
 - 8.2. the receipt of written notice from any person of an intention to make a **Claim** against the **Insured**; irrespective of whether the amount of the claim is likely to be within or above the amount of the **Excess**, if applicable, specified in the **Schedule**.

9. **Coach/Referee** means a **Member** of the club, association, league or entity who is accredited and qualified in accordance with the requirements of the **Sport** or activity nominated in the **Schedule** and/or a person with a minimum of coaching or refereeing experience in the nominated **Sport** or activity, indicated in the **Schedule**.
10. **Company's Computer System** means a computer system leased, owned or operated by or which is made available or accessible to the **Insured** for the purpose of storing and processing the **Insured's** electronic data or software.
11. **Compensation** means damages awarded to claimants and includes interest which may be awarded upon damages or incurred upon a judgment debt and claimants' costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated or exemplary damages.
12. **Costs and expenses** means:
 - 12.1. Claimant's costs and expenses arising in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.
 - 12.2. All costs and expenses incurred by **You** with **Our** written consent in respect of any claim against **You** and for which **You** may be entitled to **Indemnity** under this **Policy**.
 - 12.3. Costs and expenses of legal representation at any coroner's inquest or fatal accident inquiry in respect of any death.
13. **Cyber Event** means any:
 - 13.1. Damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of personal information in any form;
 - 13.2. Loss, theft or unauthorized disclosure of personal information (personal data) or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing);
 - 13.3. Unauthorized access to or use of any personal information (personal data) or confidential information other than information that is lawfully available in the public domain or to the general public unless such information which had been publicly available became uniquely identifiable through collection and/or processing) occurring in the company's computer system;
 - 13.4. Non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;
 - 13.5. Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the company's computer system; and/or
 - 13.6. Breach of laws and regulations pertaining to privacy and resulting from items 1., 2., 3., 4., and 5., above.
14. **Employee** means any person who is:
 - 14.1. employed under a contract of service or apprenticeship with **You**;
 - 14.2. a labour master or person supplied by him;
 - 14.3. employed by labour only sub-contractors;
 - 14.4. self-employed and working for **You** and under **Your** control;
 - 14.5. hired to or borrowed by **You**;
 - 14.6. supplied to **You** for the purpose of study work or training experience;
 - 14.7. a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
 - 14.8. a voluntary helper while working under **Your** supervision and control and in connection with the Business; or
 - 14.9. an outworker or homeworker employed under a contract to personally carry out any work in connection with the Business while they are engaged in that work.
15. Excess means the first amount of any Claim payable by the Insured, specified in the Schedule.
16. Fungus, Mildew and Mould includes but is not limited to any form or type of Mould, Mildew, mushroom yeast or bio contaminant. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any Fungus/fungi.
17. Indemnity / Indemnify/ Indemnified / Indemnifiable means the principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the applicable policy limits and excess.

- 18.** Insured means **You** and at **Your** request:
- 18.1.** any director, executive officer, committee member, officeholder, Employee, Coach of the club, association, league or entity but only whilst acting within the scope of their duties in such capacity;
 - 18.2.** any registered Member of the club, association, league or entity or voluntary worker but only whilst acting in connection with club, association, league, or entity activities and whilst conforming to the rules and by-laws. The Member will only be entitled to Indemnity under this Policy to the extent that said Member is not entitled to Indemnity under any other Policy of insurance;
 - 18.3.** any owner of plant in respect of the hire of said plant to the club, association, league or entity named in the Schedule but only to the extent required under written contract or agreement; provided that if Indemnity is extended to any party described in paragraphs 18.1 to 18.3 above that party will be subject to the terms of this Policy so far as they can apply and in any event the Insurer's liability will not exceed the applicable limit of indemnity specified in the Schedule.
- 19.** Insurer means Allianz Global Corporate & Specialty SE.
- 20.** Landing Area means any part of earth's surface including water or any structure or property used for embarkation or disembarkation of people or loading or unloading of goods or where Aircraft are kept, housed maintained or operated and where Aircraft may take off and land.
- 21.** Medical Persons means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.
- 22.** Member means any Member, temporary player or other person actively engaged in and appropriately registered for the purpose of playing the Sport or activity specified in the Schedule.
- 23.** Occurrence means an event, including continuous, repeated exposure to substantially the same general condition, which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured.
- 24.** Offshore means from the time of embarkation by an Employee onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that Employee from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel. For the purpose of this definition "offshore installation" does not include includes wind farms which are deemed not to be offshore.
- 25.** Period of Insurance means the Period of Insurance stated in the Schedule.
- 26.** Policy means:
- 26.1.** all the terms, conditions, definitions, exclusions, and limitations contained in this Policy; and
 - 26.2.** the Schedule; and
 - 26.3.** any endorsements forming part of this Policy, at inception or during the Insurance Period
- 27.** Pollution means:
- 27.1.** pollution or contamination by naturally occurring or man-made substances, forces, organisms, or any combination of them whether permanent or transitory; and
 - 27.2.** all loss, damage or injury directly or indirectly caused by such pollution or contamination.
- 28.** **Principal** means the other party to a contract or agreement for whom **You** are undertaking work or services or providing **Products** where such party is responsible for setting out the terms of the contract or agreement.
- 29.** **Product** means any property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured** for the purpose of the **Sport** specified in the **Schedule**. For the purpose of clarity, "**Product**" is deemed to include food and drink sold or supplied by **You** as part of the **Sport**.
- 30.** **Products Liability** means any liability of the **Insured Indemnifiable** under "Insuring Agreements (what is covered): 1" of the Public & Products Liability Section of this **Policy** which arises directly or indirectly out of a **Product** or any defect or failure of a **Product**.
- 31.** **Property Damage** means accidental loss of or damage to property and includes loss of use of property.
- 32.** **Public Liability** means any liability of the **Insured Indemnifiable** under "Insuring Agreements (what is covered): 2" of the Public & Products Liability Section of this **Policy** other than **Products Liability**.
- 33.** **Schedule** means the document issued to the **Insured** and which specifies the particular details of this insurance including the **Insured's** details the **Period of Insurance** and the limit of indemnity and which forms part of this **Policy**.
- 34.** **Sport** means being physically engaged in the Sport(s) or activity specified in the **Schedule** and includes all official activities connected therewith

35. Territorial Limits means

- a. The Republic of Ireland;
- b. elsewhere in the world in respect of;
- c. any act or omission occurring within the territories specified in above;

the acts or omissions of persons normally resident in the territories specified in 35.1 above but temporarily engaged in the **Business** outside those territories; unless otherwise specified on the **Schedule**. Elsewhere in the world excluding the United States of America and Canada, their territories, possessions, dependencies, or protectorates in respect of **Bodily Injury** or **Property Damage** caused by **Products**, unless otherwise specified on the **Schedule**.

36. Vehicle means any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal power.

36.1. Watercraft means any vessel, craft, **Vehicle** or appliance made or intended to float on or in or travel on or through or under water.

37. We/Us/Our means Sportscover as underwriting agent of the **Insurer**.

38. You mean the club, association, league or entity named in the **Schedule**.

Public & Products Liability Section

Insuring Agreements (what is covered) (Applicable to this Public & Products Liability Section only)

In accordance with the exclusions, conditions and definitions of this **Policy** the **Insurer** agrees:

- 1) to **Indemnify** the **Insured** for their legal liability to pay **Compensation**; and
- 2) **Costs and expenses** incurred with **Our** consent, as a result of
- 3) accidental **Bodily Injury** to any person other than any **Employee**; or
- 4) accidental **Property Damage**; or
- 5) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water: caused by an **Occurrence** during the **Period of Insurance**, in connection with the **Business** and within the **Territorial Limits**.

Extensions of cover (Applicable to this Public & Products Liability Section only)

1. Defective Premises Act

- 1.1. The **Insurer** will **Indemnify** the **Insured** in the terms of this **Policy** against legal liability incurred by the **Insured** in respect of **Bodily Injury** or damage caused by any defect in premises disposed of by the **Insured** during the **Period of Insurance** and occurring within a period of seven years from the expiry or cancellation of this **Policy**.
- 1.2. This **Indemnity** does not apply to any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.
- 1.3. The **Insurer** will not be liable under this extension if the **Insured** is entitled to **Indemnity** under any other insurance.

2. Consumer Protection Act

- 2.1. The **Insurer** will **Indemnify** the **Insured** up to the limit of indemnity in respect of:
- 2.2. the costs of prosecution awarded against the **Insured** and any the **Insured's Employees**; and
- 2.3. legal fees and expenses incurred with **Our** consent; in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of the Consumer Protection Act 2007 or the Food Safety Standards or failure to comply with an enforcement order made by the Food Safety Authority of Ireland as long as the proceedings relate to an offence committed or alleged to have been committed during the **Period of Insurance** within the Republic of Ireland and in the course of the **Business**.
- 2.4. The **Indemnity** will not apply where **Indemnity** is provided by any other insurance; in respect of proceedings resulting from any deliberate act or omission.

3. Contingent Vehicle Liability

- 3.1. Despite "Exclusion 7" of this Section of this **Policy** and provided the **Insured** is not more specifically insured under any other **Policy** the **Insurer** will **indemnify** the **Insured** in the terms of this **Policy** in respect of **Bodily Injury** or **Property Damage**:
 - 3.1.1. caused by any **Vehicle** owned by or in the possession of or being used by or on behalf of the **Insured** which is:
 - a. not licensed for road use, and which is being used in circumstances which do not require insurance or security under any road traffic legislation; designed or adapted primarily for use as a tool but this **indemnity** will not apply to liability in respect of which any road traffic legislation requires insurance or security.
 - 3.1.2. arising during the act of loading or unloading a motor **Vehicle** or the bringing to or taking away of a load from such **Vehicle**; but the **Insurer** will not **Indemnify** the **Insured** against legal liability resulting from a **Vehicle** being used outside the Republic of Ireland.

Limit of Indemnity (Applicable to this Public & Products Liability Section only)

The liability of the **Insurer** under this Section of this **Policy** in respect of any one **Claim** will not exceed the applicable limit of indemnity specified in the **Schedule**, except that:

- a) the **Insurer's** aggregate liability in respect of **Products Liability** during any **Period of Insurance** will not exceed the limit of indemnity specified in the **Schedule**;
- b) **Costs and expenses** will be payable;
 - i) in addition to the applicable limit of indemnity specified in the **Schedule**; but;
 - ii) in respect of the acts or omissions of persons normally resident in the territories specified in sub-paragraph 35.1 of "General Definitions - 35" whilst engaged for the purposes of the **Business** in temporary visits to the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada **Costs and expenses** will be payable in addition to the applicable limit of indemnity up to a further amount equal to the applicable limit of indemnity; unless this insurance is specifically endorsed to the contrary.

Exclusions (what is not covered) (Applicable to this Public & Products Liability Section only)

The **Insurer** will not **Indemnify** the **Insured** against legal liability:

1. directly or indirectly arising out of **Bodily Injury** to any **Employee** arising out of or in the course of employment by **You** in the **Business**.
2. for damage to property owned, leased, or hired by or under hire purchase or loaned to the **Insured** or otherwise in the **Insured's** or the **Insured's Employees** care, custody or control, but this exclusion does not apply to:
 - a. premises (including its contents) and other property temporarily occupied by the **Insured** for the purpose of the **Sport**;
 - b. **Employee's** and visitor's clothing and personal effects for an amount not exceeding EUR10,000. In respect of any such **Occurrence** the **Insured** will bear the first EUR100 of each claim;
 - c. premises occupied under a lease by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement. In respect of any payment for **Property Damage** caused by fire or explosion the **Insured** will bear the first EUR100 of each and every claim.
3. for malicious damage caused by any **Insured** or others for whom the **Insured** is responsible.
4. for damage to or loss of or the cost of repair, reconditioning, replacement, removal or recalling of any **Product** or component part.
5. caused by or arising out of any **Products** which to **Your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies, or protectorates; or are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, Aerospace device, hovercraft or waterborne craft or for marine or aviation purposes.
6. arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the **Insured** of:
 - 6.1. any **Aircraft** or hovercraft, or
 - 6.2. any property or structure used as a **Landing Area** for **Aircraft** provided such liability arises out of such use as a **Landing Area**, or
 - 6.3. any **Watercraft** or vessel exceeding 8 meters in length; but this Exclusion 6.3 will not apply with respect to operations by independent contractors.
7. arising out of the ownership, maintenance, operation or use by or on behalf of the **Insured** of any **Vehicle**.
8. of any **Insured** directly or indirectly arising out of:
 - 8.1. assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any **Insured**.
 - 8.2. sexual assault, sexual harassment, or rape
 - 8.3. actual or alleged **Abuse or Molestation**, including but not limited to the employment, supervision, reporting to the proper authorities, failure to so report or retention of any person.
9. arising out of the giving or failure to give professional advice or service by the **Insured** or any error or omission in the giving of professional advice or service but this exclusion does not apply to the rendering of first aid or medical services on the **Insured's** premises by **Medical Persons** employed by the **Insured**.

10. arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of the **Insured** except;
 - 10.1. an alteration or addition not exceeding in cost the sum of EUR25,000; and/or
 - 10.2. demolition of a building or structure exceeding 10 meters in height.
11. arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land, buildings or any other property.
12. arising directly or indirectly from explosion or collapse of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation.
13. for any **Bodily Injury** caused, or contributed to, by any participant to any other participant whilst participating in the Sport, match or practice of any **Category 4 Sports** unless specified in the **Schedule**.
14. directly or indirectly arising from **Fungus, Mildew and Mold**. This exclusion includes but is not limited to:
 - 14.1. **Bodily Injury, Property Damage** or medical payments arising out of, resulting from, caused by, contributed to by the existence, inhalation or exposure to any **Fungus/fungi** and/or Spore(s);
 - 14.2. Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any **Fungus/fungi** or Spore(s); or
 - 14.3. Any obligation to share with or repay any person, organisation or entity related in any way to items 14.1 and 14.2 above regardless of any other cause, event, material, **Product** and or building component that contributed concurrently or in any sequence to the **Bodily Injury** or **Property Damage**.
15. Any actual or alleged liability for any **Claim** in respect of loss or losses directly or indirectly arising out of, resulting from, caused by or contributed to by asbestos in whatever form or quantity.
16. Any liability arising from an **Act of Terrorism**, including liability for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.
17. arising out of any actions for defamation, libel, slander, or breach of copyright.
18. for any **Bodily Injury** arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C, Cancer or Chronic Traumatic Encephalopathy (CTE) in any form, howsoever these illnesses may have been acquired or may be named.
19. for any form of performance, surety, credit or financial guarantee.
20. for any **Claims** caused by or arising out of arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.
21. for any economic or pecuniary loss where no **Bodily Injury** or damage to tangible property occurs.
22. for any liability directly or indirectly based upon, arising out of, or attributable to:
 - 22.1. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
 - 22.2. the presence of artificial sun tanning equipment on the **Insured's** property.
23. caused by or arising out of
 - 23.1. advice, design or specification given by the **Insured** for a fee; or
 - 23.2. professional services rendered by the **Insured** or on the **Insured's** behalf.

Conditions (Applicable to this Public & Products Liability Section only)

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

1. In the event of an **Occurrence**, the **Insured** must as soon as reasonably practicably take at its own expense all reasonable steps, including recall of any of the **Insured's Products**, to prevent other **Bodily Injury** or **Property Damage** from **arising** out of the same or similar conditions. Such expense will not be recoverable under this **Policy**.
2. The **Insurer** must be permitted but will not be obliged to inspect the **Insured's** property and operations at **any** time after giving reasonable notice. Neither the **Insurer's** right to make inspections nor the making of an inspection nor any inspection report will constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that the property or operations are safe. The **Insurer** may after giving reasonable notice examine and audit the **Insured's** books and records at any time during the **Period of Insurance** and extension of the **Period of Insurance** within three years after the final termination of this **Policy**, as far as they relate to the subject matter of this insurance.
3. The inclusion of more than one person or organisation as **Insured** under this **Policy** will not in any way remove the right of any one insured person or organisation to claim against another. This provision however will not under any circumstances operate to increase or aggregate the limit of indemnity stated in the **Schedule**.

Professional Indemnity Section

Definitions (Applicable to this Professional Indemnity section only)

1. **Claims Made** means **Claims** made during the **Period of Insurance**.
2. **Insured**, as defined under the "General Definitions", automatically extends to include the **Qualified Person** who committed or is alleged to have committed the negligent act, error or omission giving rise to a **Claim**, provided that the **Qualified Person** is subject to and complies with the terms of this **Policy** so far as they can apply.
3. **Known Circumstance** means any circumstance or **Claim** in respect of which the **Insured** are entitled to **indemnity** under this **policy** and of which the **Insured** are aware, or ought reasonably to be aware, at the commencement of the **Period of Insurance**, whether notified under any other insurance or not.
4. **Qualified** means that person has either the necessary and appropriate:
 - 4.1. qualifications and/or registration and/or accreditation and/or licensing from an accredited sports institute or the **Sport's** national association or governing body; or
 - 4.2. authorisation from the **Sport's** national association or governing body or its regional representative to whom or which this authority is devolved.
5. **Qualified Person** means a **Qualified** person appointed by the club, league or association noted in the **Schedule** to act as a **Coach**/official but only whilst acting in the scope of their duties in such capacity.
6. **Retroactive Date** means the date specified in the **Schedule** as the **Retroactive Date**.
7. the **Sport** means the sport(s) in which the club, league or association engages, specified in the **Schedule** and includes all official activities connected with the sport(s).

Insuring Agreements (what is covered) (Applicable to this Professional Indemnity section only)

In accordance with the exclusions, conditions and definitions of this **Policy**, the **Insurer** agrees to **Indemnify** the **Insured** in respect of the **Insured's** legal liability to pay **Compensation** and claimants' costs and expenses resulting from any **Claim** alleging a breach of professional duty whether that duty is owed in contract or otherwise arising from any negligent act, error or omission of a **Qualified Person** whenever or wherever committed or alleged to have been committed in connection with the **Sport**, provided that:

1. the **Claim** is made against the **Insured** during the **Period of Insurance** and notified as soon as practicable in writing to the **Insurer** during the **Period of Insurance**; and
2. the alleged negligent act, error or omission occurred subsequent to the **Retroactive Date** and within the **Territorial Limits**.

However, provided that the **Insured** gives the **Insurer** notice in writing of any circumstances which might give rise to a **Claim** against the **Insured**:

- a) as soon as reasonably practicable after the **Insured** becomes aware of those circumstances; and
- b) before the expiry of the **Period of Insurance**;

then this insurance will respond to any subsequent **Claims** connected directly to those circumstances, even though no **Claim** has actually been made against the **Insured** during the **Period of Insurance**.

Extension of cover (Applicable to this Professional Indemnity section only)

In accordance with the exclusions, conditions and definitions of this **Policy**, and subject to the limit of indemnity, the **Insurer** agrees to **Indemnify** the **Insured** in respect of the **Insured's** legal liability to pay **Compensation** and claimants' costs and expenses resulting from any **Claim** made against the **Insured** during the **Period of Insurance** alleging Libel or Slander by reason of words written or spoken by the **Insured**.

Limit of Indemnity (Applicable to this Professional Indemnity section only)

The liability of the **Insurer** under this Section of this **Policy** in respect of:

- a) **Compensation** and claimants' costs and expenses; and
- b) costs, fees and expenses incurred by the **Insured** with the consent of the **Insurer** in the defence, investigation and settlement of a **Claim** made against the **Insured** under this Section of this **Policy**;

will not exceed the limit of indemnity specified in the **Schedule** for any one **Claim** and in the aggregate for all **Claims** in any **Period of Insurance**.

Exclusion (what is not covered) (Applicable to this Professional Indemnity section only)

The **Insurer** will not **indemnify** the **Insured** against any **Claim** nor **Costs and expenses** following any **Claim** made or threatened or in any way intimated before the inception date of this **Policy** or concerning any **Known Circumstance**.

Employers' Liability Section

Definition (Applicable to this Employers' Liability Section only)

1. **You** means the club, association, league or entity named in the **Schedule** and at **Your** request:
 - 1.1. any director or **Employee** while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to **Indemnity** under this **Policy** if the claim against any such person had been made against **You**.
 - 1.2. any of **Your Members**.
 - 1.3. any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
 - 1.4. any **Principal** for legal liability in respect of which **You** would have been entitled to **Indemnity** under this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under a contract or agreement.
 - 1.5. **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You**; provided that if **Indemnity** is extended to any party described in paragraphs 1.1 to 1.5 above that party is subject to the terms of this **Policy** so far as they can apply and in any event the **Insurer's** liability will not exceed the limit of indemnity.

Insuring Agreement (what is covered) (Applicable to this Employers' Liability Section only)

In accordance with the exclusions, conditions and definitions of this **Policy**, the **Insurer** agrees to **Indemnify** the **Insured** against:

- a) all sums which the **Insured** becomes legally liable to pay as **Compensation**; and
- b) **Costs and expenses**;

in the event of **Bodily Injury** sustained by any **Employee** which arises out of and in the course of their employment by the **Insured** in the **Business** and which is caused during the **Period of Insurance**;

- i. within the **Republic of Ireland**; or
- ii. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **Employee** in connection with the **Business** provided that such **Employee** is normally resident in the **Republic of Ireland**.

Extension of cover - Unsatisfied court judgments (Applicable to this Employers' Liability Section only)

In the event that:

- a) a judgment for damages is obtained against any company or individual operating from premises within the Republic of Ireland by any **Employee** in respect of **Bodily Injury** caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**; and
- b) it remains unsatisfied in whole or in part six months after the date of such judgment;

The **Insurer** will **Indemnify** the **Employee** or their personal representative up to the limit of indemnity for the number of damages and awarded costs which remain unsatisfied as long as;

- i) there is no appeal outstanding;
- ii) any payment made by the **Insurer** will only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this Section of this **Policy**;
- iii) any payment made the **Insurer** will only be in respect of liability for which **You** would have been entitled to **Indemnify** under this Section of this **Policy** if the judgment had been made against **You**; and
- iv) the **Insurer** will be entitled to take over and prosecute for their own benefit any claim against any other party and **You**, the **Employee** or their personal representatives must give all information and assistance required.

Limit of indemnity (Applicable to this Employers' Liability Section only)

1. The amount specified in the **Schedule** as the limit of indemnity for Employers' Liability.

The **Insurer's** liability for all **Compensation** payable by the **Insured** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the limit of indemnity.

The limit of indemnity will be the maximum amount payable including **Costs and expenses**.

2. Despite anything contained in paragraph 1 above, the **Insurer's** liability for **Compensation** and **Costs and expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising out of **Terrorism** will not exceed EUR5,000,000.
3. Despite anything contained in paragraph 1 above, the **Insurer's** liability for **Compensation** and **Costs and expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising out in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos will not exceed EUR 5,000,000.

Exclusions (what is not covered) (Applicable to this Employers' Liability Section only)

1. The **Insurer** will not **Indemnify You** against **Your** legal liability for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. The **Insurer** will not **Indemnify You** against liability arising **Offshore**.

Condition (Applicable to this Employers' Liability Section only)

This is a condition of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet this condition, the **Insurer** may need to reject a claim payment, or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

It is a condition of this Section of the **Policy** that **You** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or products containing asbestos.

Member to Member Liability

The Insurer will indemnify any officer or committee member or member of the club or the association or its officials including coaches Referees and safety officials in their respective capacities as such as though each party was individually named as the Insured in this Section Provided that

- a. each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- b. The Insurer's liabilities to the Insured and all parties indemnified shall not exceed in the aggregate the Limit of Indemnity specified in the Schedule
- c. Nothing contained in the cover provided under this endorsement shall have the effect disapplying or altering participant to other participant Exclusion. 14 under the Public Liability Section of the Policy which remains in place.

General Extensions (what may be covered)

These extensions apply to all sections of this **Policy** and are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.

Contractual liability

Despite "General Exclusions (what is not covered): 2" of this **Policy**, the **Insurer** will **Indemnify You** under the applicable Section of this **Policy**, to the extent that any contract or agreement entered into by **You** with any **Principal** requires **You** to assume liability for **Bodily Injury** or loss of or damage to **Property** which arises out of the performance by **You** of such contract or agreement provided that:

- 1.1. the conduct and control of claims is vested in the **Insurer**;
- 1.2. the **Indemnity** granted by the Employers' Liability Section of this **Policy** will apply only in respect of **Your** liability to **Your Employees**; and
- 1.3. nothing in this extension will increase the **Insurer's** liability to pay more than the applicable limit of indemnity under the applicable Section of this **Policy**. **Prosecution Legal Expenses including corporate manslaughter**

This extension applies only if the **Schedule** specifies that the Public & Products Liability Section and/or the Employers' Liability Section of this **Policy** is covered.

In the event of any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Safety, Health and Welfare at Work Act 2005 or similar legislation in the Republic of Ireland, the **Insurer** will provide **Indemnity** against **Costs and expenses** incurred by **You** with the **Insurer's** written consent in representing **You** in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the **Period of Insurance** within the **Republic of Ireland** and in the course of the **Business**.

Conditions applicable to this Extension

- 1.4. the **Insurer's** total liability under this Extension in respect of all Costs and expenses will not exceed EUR 1,000,000 in the aggregate during any **Period of Insurance** which is payable in addition to the limit of indemnity specified in the **Schedule**.
- 1.5. the **Insurer** will only **Indemnify You** where such **Costs and expenses** arise as a result of any matter which is the subject of **Indemnity** under this **Policy**.
- 1.6. the **Insurer** will only be liable for **Costs and expenses** incurred in respect of legal representation appointed by the **Insurer**.
- 1.7. If there is any other insurance or **Indemnity** in force covering any or all of the same **Costs and expenses**, the **Insurer's** liability will be limited to a proportionate amount of the total **Costs and expenses** but subject always to the limit of indemnity of EUR 1,000,000.

Exclusions applicable to this Extension

- 1.7.1. This **Indemnity** will not apply to:
- 1.7.2. proceedings in respect of any **Bodily Injury** deliberately caused by **You**; or
- 1.7.3. persons other than **You** or any of **Your** directors, partners, proprietors or **Employees**. **Data Protection Legislation**

This Extension operates on a claims-made basis. This means that the **Insurer's** will only **Indemnify You** for claims first made against **You** and notified to **Us** during the **Period of Insurance**.

- 1.8. The **Insurer** will **Indemnify You** in respect of liability to pay: **Compensation** arising out of a breach of **Your** duty of care (the duty owed by data controllers and data processors to the data subject) under Section 7 of the Data Protection Act 1988; **Compensation** for material or non-material damage which is the direct result of a breach of the **GDPR**; including reasonable defence costs and expenses incurred with the **Insurer's** written consent, provided that any **Claim** for **Compensation** is first made against **You** during the **Period of Insurance**.

Limit of Indemnity

The **Insurer's** liability under this Extension is limited to EUR 50,000 in respect of any one claim and in total for all claims first made during any **Period of Insurance**.

Exclusions (what is not covered)

Indemnity will not apply in respect of;

- 1.1. liability for indirect or consequential losses;
- 1.2. the payment of fines or penalties or liquidated damages;
- 1.3. the cost of replacing reinstating rectifying or erasing any data;
- 1.4. liability caused by or arising from a deliberate or intentional wrongful act or deliberate or intentional wrongful omission of any person eligible for an **Indemnity** under this Extension;
- 1.5. liability arising from or caused by any actual or alleged act or omission by **You** or of any person eligible for an **Indemnity** under this Extension, which occurred before the start of this Extension, if the result of that act or omission could reasonably have been expected to lead to a **Claim**;
- 1.6. liability arising solely because **You** did not comply with **Your** legal obligations set out under the Data Protection Act 1998 or the **GDPR**;
- 1.7. the costs and expenses of legal representation:
 - 1.7.1. in the defence of any criminal proceedings brought against **You**;
 - 1.7.2. in an appeal against conviction resulting from a prosecution;
 arising out of any actual or alleged breach of data protection legislation or regulation.

Conditions

The following are conditions of the insurance that **You** need to meet as **Your** part of this Extension. If **You** do not meet any of these conditions the **Insurer** may reject a claim or payment in respect of a claim could be reduced.

It is a condition of this Extension that **You** must:

have in place an appropriate procedure to detect, report and investigate a personal data breach; only make a claim under this Extension where **You** have complied the above. For the purposes of this Extension, any "Other Insurance" clause in **Your Policy** is replaced by either

Indemnity will not apply in respect of any sum under this Extension if cover for that sum is payable under another policy issued to **You** by **Us** (or would be but for the exhaustion of the limit of liability or the application of the excess amount under that other policy); or

if **You** make a claim for **Indemnity** under this Extension which is also covered by any other Insurer the **Insurer** will not pay more than their proportionate share; as may be applicable.

In respect of each and every claim under this Extension **Your Excess** will be 10% of the amount of that claim or EUR 500 whichever is the greater.

General Exclusions (what is not covered)

The following apply to all sections of this Policy unless stated otherwise.

1. The **Insurer** will not **Indemnify** the **Insured** against any **Claim** or **Claims** nor **Costs and expenses** following any **Claim**:
 - 1.1.1. brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the **Insured** or of any person at any time employed by the **Insured**.
 - 1.1.2. arising from the conduct of any business not conducted for the benefit of or on behalf of the **Insured** named in the **Schedule**. in respect of the ownership, maintenance, operation or use of any **Aircraft**, boats, automobiles, or **Vehicles** of any kind by or in the interest of the **Insured**.
 - 1.1.3. as a result of the insolvency, bankruptcy or liquidation as the case may be of the **Insured**. brought against an **Insured** arising directly or indirectly out of physical assault or interference therefore;
 - 1.1.4. brought against the **Insured** arising directly or indirectly from the use of non-medically prescribed drugs.
 - 1.1.5. 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 the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents, or Chronic Traumatic Encephalopathy (CTE).
 - 1.1.6. directly or indirectly caused by
 - 1.1.7. actual or threatened riots, strikes or civil disorders or civil disobedience of any kind;
 - 1.1.8. any security measures imposed in response to the circumstances expressed in
 - 1.1.9. which may result in the closure of a venue or the prevention or suspension of access to a venue or to the non-participation by attendees or performers, whether voluntary or compulsory.
 - 1.1.10. directly or indirectly caused by
 - 1.1.11. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power,
 - 1.1.12. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - 1.1.13. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of an explosive nuclear assembly; provided that in respect of claims arising out of injury which form the subject of **Indemnity** under the Employers' Liability Section of this **Policy** "General Extensions (what may be covered) 1.9.2 and 1.9.3" will only apply to the legal liability assumed by **You** under any agreement which liability would not have attached in the absence of that agreement;
 - 1.1.14. The **Insurer** will not **Indemnify** the **Insured** in respect of liability assumed under a contract or agreement unless the **Insured** would have been liable in the absence of such contract or agreement.
 - 1.1.15. The **Insurer** will not **Indemnify** the **Insured** against any liability:
 - 1.1.16. to pay liquidated, punitive, exemplary or aggravated damages.
 - 1.1.17. to pay any fines and/or penalties imposed by law or by any club, sporting association or other sporting entity.
 - 1.1.18. to pay any trading debts.
 - 1.1.19. of the **Insured** or any **Principal** of the **Insured** arising solely from the duties of the **Insured** or **Principal** as a director or legal officer of any company in respect of any;
 - 1.1.20. judgment award or settlement made within countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada; in respect of any order made anywhere in the world to enforce any judgment award or settlement either in whole or in part made within countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada. other than in respect of the acts or omissions of persons normally resident in the territories specified in sub-paragraph 35.1 of "General Definitions - 35" whilst engaged for the purposes of the **Business** in temporary visits to the United States of America or Canada or any countries, territories, possessions, dependencies, or protectorates which operate under the laws of the United States of America or Canada.
 - 1.1.21. The **Insurer** will not **Indemnify** the **Insured** against any **Claim** or **Claims** nor **Costs and expenses** following any **Claim** arising out of, relating directly or indirectly from or caused by or in any way involving reckless disregard and/or willful breach of duty of any kind.
 - 1.1.22. The **Insurer** will not **Indemnify** the **Insured** in respect of any loss, damage, fees, costs, charges, expenses and/or liability arising directly or indirectly out of, or in any way related to any **Cyber Event** except to the extent of the indemnity provided under "**General Extension 3 (Data Protection Legislation)** of this **Policy**."
 - 1.1.23. The **Insurer** will not **Indemnify** the **Insured** in respect of any liability arising anywhere in the world in relation to, caused by, or contributed to by or directly or indirectly arising from:
 - 1.1.24. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation, or other use of Computer Equipment, or
 - 1.1.25. error in creating, amending, entering, directing, deleting, or using Computer Equipment, or
 - 1.1.26. total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all. For the purpose of this "General Exclusions (what is not covered): 6", "Computer Equipment" means data or part of data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, **Product** or service replacing existing Computer Equipment.

The following General Exclusions (what is not covered) do not apply to the Employers' Liability Section of this Policy.

2. The **Insurer** will not **Indemnify** the **Insured** against legal liability: arising out of failure of any computer system to be date or time compliant including failure of any correction attempted correction conversion renovation rewriting or replacement of any computer system relating to date or time compliance. in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in been operative in the sequence of events resulting in a loss.
- 2.1.1. caused by or arising out of the deliberate or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Bodily Injury** or loss of or damage to **Property**.
 - 2.1.2. caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless such liability would have attached in the absence of those clauses or warranties directly or indirectly caused by or arising from;
 - 2.1.3. an **Act of Terrorism**; death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.
If the **Insurer** alleges that by reason of this exclusion any loss, damage or expense is not **Indemnified** by this insurance the burden of proving to the contrary will be upon **You**.
 - 2.1.4. caused by or arising out of **Pollution**, but the **Insurer** will **Indemnify You** under the Public & Products Liability Section of this **Policy** against liability in respect of accidental **Bodily Injury** or accidental loss of or damage to **Property** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that; all **Pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place; the **Insurer** will not **Indemnify You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and nothing in this clause will increase the **Insurer's** liability to pay more than the limits of indemnity specified in the **Schedule** in the aggregate in respect of damages, costs, fees and expenses awarded against the **Insured** during any **Period of Insurance**.

Claims Conditions

The following apply to all sections of this **Policy** unless stated otherwise.

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

Notification

The **Insured** must comply with the requirements stated in "Other Important Information: How to make a Claim" .

Excess

(This Claims Condition does not apply to the Employers' Liability Section of this **Policy**)

In respect of each and every **Claim** against the **Insured** the amount of the **Excess** specified in the **Schedule** will be borne by the **Insured** at their own risk and uninsured. The **Insurer** will only be liable to **Indemnify** the **Insured** for the amount beyond the level of the **Excess** up to the amount of the applicable limit of indemnity.

The **Indemnity** for costs and expenses incurred with the written consent of the **Insurer** in the defence or settlement of **Claims** also will be subject to the **Excess**.

For the purpose of this condition the term "**Claim**" will be understood to mean any and all **Claims** which are within the scope of this **Policy**, and which arise by reason of the same act, error or omission.

Procedure for the defence and settlement of claims

- a) No admission offer promise or payment must be made or given by or on behalf of the **Insured** without the **Insurer's** written consent.
- b) The **Insurer** may, at their discretion:
- c) take full responsibility for conducting, defending, or settling any claim in **Your** name; and
- d) take any action the **Insurer** considers necessary to enforce **Your** rights or their rights under this insurance, including to prosecute in the name of the **Insured** for the **Insurer's** own benefit any claim for damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and the **Insured** must give all such information and assistance as the **Insurer** may reasonably require.

Payments

- a) All monies which become or may become payable to **You** under this **Policy** will in accordance with section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Discharge of Liability

The **Insurer** may at any time pay the **Insured** the limit of indemnity applicable to:

- a) an **Occurrence**; or
- b) the **Period of Insurance**; (less any sums already paid in respect of that **Occurrence** or **Period of Insurance**), or any lesser amount for which all claims arising out of that **Occurrence** or **Period of Insurance** can be settled.
- c) Thereafter the **Insurer** may relinquish the conduct and control of those claims and be under no further liability in connection with them except in respect of "Insuring Agreements (what is covered):2" of the Public & Products Liability Section of this **Policy**.

If the amount ultimately required to settle the claim exceeds the applicable limit of indemnity, then, provided that the balance of the amount required to settle the claim is insured either in whole or in part with defence costs payable in addition to the applicable limit of indemnity under this **Policy** then the **Insurer** will also contribute their proportion of subsequent defence costs incurred with their consent.

Other insurance

If in respect of any claim under this **Policy** there is any other insurance or **Indemnity** in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, except in respect of defence costs payable in addition to the limit of indemnity under this **Policy**, the **Insurer's** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim and subject always to the applicable limit of indemnity.

Claims co-operation

The **Insured** must use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this **Policy** and must as soon as reasonably practicable give all information and assistance to the **Insurer** as it may reasonably require enabling it to investigate and to defend the **Claim** and/or to enable the **Insurer** to determine its liability under this **Policy**.

The **Insurer** may, on the receipt by it of the notice from the **Insured** of any request, for **Indemnity** under this **Policy**, take whatever action that it considers appropriate to protect the **Insured's** position in respect of the **Claim** against the **Insured**. Any action by the **Insurer** in this respect will not be regarded: as prejudicing its position under this **Policy**; as or imply an admission by the **Insurer** of the **Insured's** entitlement to **Indemnity** under this **Policy**.

Solicitors retained by the **Insurer** to act on behalf of the **Insured** in relation to any **Claim** against the **Insured** will at all times be at liberty to disclose to the **Insurer** any information obtained by the solicitors, whether from the **Insured** or elsewhere. The **Insured** waives all claim to legal professional privilege between the **Insured** and the **Insurer** which the **Insured** might otherwise have in respect of that information.

Allianz Classification: Public

Fraud and Misrepresentation

If **Insurer** determines that any claim is in any respect fraudulent or if **You** or anyone acting on **Your** behalf makes any claim or any statement knowing this to be false or fraudulent in any way, the **Insurer** will cancel this **Policy** from the date of the fraudulent claim, or false or fraudulent statement was made and all benefits under this **Policy** will cease.

Arbitration

If any difference arises as to the amount to be paid under this **Policy** (liability being otherwise admitted by the **Insurer**) this difference will be referred to an arbitrator to be agreed by **You** and **Us** in accordance with the Arbitration Act, 2010. If agreement cannot be reached, either party may apply for an arbitrator to be appointed by a Court in Ireland.

In the absence of agreement between You and Us as to the costs of the arbitration, those costs will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in Dublin, Ireland and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in "Choice of Law and Jurisdiction" on page 2.

However:

if the amount in dispute is not more than 100,000 EUR the case may be eligible for arbitration under the Law Society of Ireland's "Business Arbitration Scheme": or

You may not need to engage in arbitration if **You** are eligible for the Financial Services and Pensions Ombudsman to deal with the dispute and **You**

follow the complaints procedure, all of which is contained in "How to make a complaint".

General Conditions

The following apply to all sections of this **Policy** unless stated otherwise.

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

Loss or suspension of registration

(This General Condition does not apply to the Employers' Liability Section of this **Policy**)

The **Insured** must give notice in writing to **Us** as soon as reasonably practicable if the statutory registration and/or licensing of a **Qualified Person** or the club (if the **Insured** specified in the **Schedule** is a club) lapses or is cancelled, suspended or terminated.

Senior Counsel

The **Insurer** will not require the **Insured** to contest any legal proceedings in respect of any **Claim** against the **Insured**.

The **Insured** cannot require the **Insurer** to contest, on its behalf, any legal proceedings in respect of any **Claim** unless a Senior Counsel (to be mutually agreed upon by the **Insured** and the **Insurer**) advises that such proceedings should be contested.

In formulating the advice Senior Counsel will take into consideration: the economics of the matter, having regard to the damages and costs which are likely to be recovered by the Claimant; the likely costs of defence and the prospects of the **Insured** successfully defending the **Claim**.

The cost of the Senior Counsel's opinion will, for the purposes of this **Policy**, be regarded as part of the costs of defence.

In the event Senior Counsel advises that having regard to all the circumstances the matter should not be contested but should be settled, providing settlement can be achieved within certain limits which in Senior Counsel's opinion are reasonable, then the **Insured** will not object to any such settlement and will as soon as reasonably practicable tender to the **Insurer** the applicable **Excess** (or **Excesses** if more than one **Claim**) specified in the **Schedule**.

Cancellation

Cooling off period

This insurance has a cooling off period of fourteen (14) days. Please see "How to cancel this insurance"

After the cooling off period

You may cancel this insurance after the cooling off period by giving **Us** 30 days' notice in writing to **Our** address as stated in this **Policy**.

We may cancel this insurance where there is a valid reason by giving **You** 30 days' notice in writing to **Your** last known address. Examples of valid reasons are as follows: Non-payment of premium;

A change in risk occurring which means that **We** can no longer provide **You** with insurance cover; Non-cooperation or failure to supply any information or documentation

We request;

Failure to inform **Us** of changes to information provided by **You** or that have been requested by **Us**. Return of premium (after the cooling off period) Any return premium due to **You** will depend on how long this insurance has been in force and whether **You** have made a claim.

Unless the premium has been calculated on any estimates provided by **You**;

if **We** cancel this insurance, **we** will return that proportion of the premium stated in the **Schedule** as the time this **Policy** has been in force bears to the **Period of Insurance**; or if **You** cancel this insurance, **we** will return that proportion of the premium stated in the **Schedule** as the time this **Policy** has been in force bears to the **Period of Insurance**, less EUR25 administration fee; but if the premium at the commencement of the **Period of Insurance** has been calculated on any estimates provided by **You**.

The **Insured** will be responsible for cancelling any Direct Debit Mandate (if applicable).

Adjustment of premium

Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within 90 days of the expiry of the **Period of Insurance** declare actual values as **We** require.

The premium will then be adjusted, and any difference paid to **Us** or allowed to **You**.

Where the estimates include remuneration to **Employees** the required declaration must also include remuneration to all persons defined as **Employees** by this **Policy**.

Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due, basing the calculation on **Your** original estimated values.

Consumer Insurance Contracts Act

This document applies to consumers as defined under the Consumer Insurance Contracts Act 2019.

We are updating our documentation to reflect some important changes. In the meantime, this document is attaching to and forming part of all quotations, policies and renewals provided by Allianz with an effective date on or after 1st September 2020. Please note that the below terms replace the corresponding paragraphs in the documentation that we have sent to you. Please read this document carefully and note the updated terms and conditions as outlined below.

Material Facts / Duty of Disclosure / Alteration of Risk

When arranging this insurance over the phone, by email, via our website or through your insurance intermediary you declared that the answers you provided were, to the best of your knowledge and belief, true and complete in every respect and that you did not make any misrepresentations. A misrepresentation is where an individual provides fraudulent, inaccurate, misleading or incomplete information. You acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked. Failure to do so may lead to the voidance of your policy and/or your claim not being paid at all, or alternatively only part of your claim being paid to you.

Please note that any "alteration" clause in the policy or any clause which refers to an "alteration of risk" will apply only where the subject matter of the policy has changed or altered. Any clause of the policy which refers to a "material change" will be interpreted as referring to changes that take the risk outside that which was reasonably envisaged by both you and us when the policy sale was concluded. If you are in any doubt as to whether there has been a change in the subject matter of the contract which changes the risk to something that we did not agree to cover, then please contact us.

Subrogation

Where you have a right(s) of action against third parties, arising from losses which are covered under your policy, we are entitled to recover from such third parties by subrogation except where:

- you have not exercised such rights and might reasonably be expected not to exercise those rights due to family or cohabitant relationships, and the third party is not insured in respect of their liability to you or where they are insured, we may not recover an amount that exceeds what the third party may recover from their own insurance policy;
- you have consented to the use by a third party of a motor vehicle insured under your policy, and the third party is not insured in respect of their liability to you or where they are insured, we may not recover an amount that exceeds what the third party may recover from their own insurance policy; or
- you are the employer; we will not subrogate against your employee unless the loss was caused by your employee intentionally or recklessly and with knowledge that loss would probably result

However, these limitations on our subrogation rights will not apply where the actions of any third party that gave rise to or contributed to any loss was serious or willful misconduct.

Where your policy cover excludes any liability assumed by agreement and where you have entered an agreement with a third party which excludes or limits your rights to recover damages from any person in relation to any loss covered by this insurance, we may not indemnify you in respect of that loss.

Withdrawal or Cancellation Right of Withdrawal

Your Right of Withdrawal as outlined in your Terms of Business and policy wording has been amended to:

You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 working days of the latest of:

- 1) the starting date of cover, or
- 2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given on your quotation or renewal notice, quoting your policy number. Should you exercise this right we will refund you the premium you have paid. Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided for is less than 1 month.

Cancelling your policy

Your cancellation rights have been amended to:

You may cancel the policy at any time by writing to us. We will only cancel your policy from the date we receive the relevant documents. No premium refund for the unexpired period of insurance will be issued and losses happening after the cancellation date will not be covered

We may cancel the policy at any time by issuing a written notice to you at your last known postal address. If we cancel your policy and nothing has happened that may result in a claim during the current period of insurance, we will refund part of your premium for any remaining period of insurance. The exception to this is when the reason for cancellation is as shown in the General Policy Conditions of this policy and where it says we are entitled to keep the premium.

No matter who cancels the policy, if there has been a claim during the period of insurance, we will not return any of the premium you have paid.

If you cancel your policy within the first 14 working days of the period of insurance, no transaction charge will apply. However, if you cancel your policy after the first 14 working days, a transaction charge will apply. This transaction charge is outlined on your policy schedule. If we cancel your policy, at any stage, no transaction will apply.

Phased Claim Payments

We reserve the right to release claim payments on a phased basis as agreed repair or reinstatement work is completed. Once we agree the work to be undertaken and the estimated cost of that work, we will release a portion of the payment to enable you to commence the repair or reinstatement work.

We will release subsequent payment(s) to you once we have obtained final invoices/receipts from you and we are satisfied that the work has been completed and the repair costs have been incurred, as agreed with you

Other Important Information

How to cancel this insurance

This insurance has a cooling off period of fourteen (14) days. **You** have a statutory right to cancel **Your Policy** within fourteen (14) days from the day of purchase or renewal of the contract or the day on which **You** receive **Your Policy** or the renewal documentation, whichever is the later. From either:

- the date **You** receive this insurance documentation; or
- the start of the **Period of Insurance**

whichever is the later.

We will provide a full refund of the premium paid, but **You** will not receive any refund of premium if **You** have made a claim on this insurance.

How to amend this insurance

If **You** would like to make changes to **Your Policy**, please contact **Your Broker** or **Us** directly.

In deciding to provide this insurance and in setting the terms and premium, **we** have relied on the information **You** have given **Us**. If **You** are aware of any material changes to the information provided or if **You** become aware of any material changes **You** must tell **Us** about those changes. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **You** need to change the information **You** have given **Us**, please contact **Your Broker** or **Us** directly as soon as reasonably practicable on becoming aware of that change.

Information is material if it could:

- a. affect **Our** assessment of the risk, or
- b. it could mean that **We** may need to change the terms or premium or both, and
- c. mean that **We** may not be able to cover that aspect of risk, or
- d. mean that **We** may no longer be able to provide **You** with insurance cover.

If **You** are unsure whether a change to the information **You** have given **Us** is material, please contact **Your Broker** or **Us** directly.

REMEMBER - failure to notify Us of changes may affect any claim You make.

How to make a Claim

If an event giving rise to a **Claim** under this **Policy** occurs please, as soon as practically possible, contact the **Broker** who arranged this insurance or **Sportscover**, quoting your policy number. **Our** contact details are:

Post: John Street Business Park, John Street, Ardee, Co.Louth Ireland

Telephone: +353 (87) 104 233944

Email: richard.hayes@ruhil.ie

Things you must do...

You must comply with the following conditions. If **You** fail to do so, the **Insurer** may not pay **Your** claim, or any payment could be reduced. It is **Your** responsibility to prove any loss and therefore **We** may ask **You** to provide any relevant information, documents and assistance **We** may require to help with **Your** claim. **You** must:

1. give notice in writing to **Us** as soon as reasonably practicable of the discovery of any **Occurrence**, or circumstance which may give rise to a claim under this **Policy**.
2. notify **Your Broker** or **Us** directly as soon as possible giving full details of what has happened.
3. comply with any reasonable request made by **Us** for information in relation to any claim made under this **Policy**.
4. forward to **Your Broker** or **Us** directly as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against **You**, any letter, **Claim**, summons or other legal document and any related correspondence **You** receive unanswered.
5. inform **Us** as soon as reasonably practicable of the notice of any impending prosecution or inquest which may give rise to a claim under this **Policy** and comply with any reasonable request made by **Us**.
6. not admit liability or offer or promise or agree to settle any **Claim** without the **Insurer's** written permission.
7. take all reasonable care to limit any loss, damage or injury.

How We will deal with your claim

The procedures differ across the Sections of this **Policy** in order to reflect the different types of claim **You** might have.

How to make a complaint

Sportscover's aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should, in the first instance, contact Sportscover or **Your Broker** where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights. Please contact **Us** at:

Post: John Street Business Park, John Street, Ardee, Co.Louth Ireland

Email: richard.hayes@ruhil.ie

If **Your** complaint cannot be resolved within two weeks, or if **You** have not received a response within two weeks **You** are entitled to refer the matter to Allianz Global Corporate & Specialty. Allianz Global Corporate & Specialty will then conduct a full investigation of **Your** complaint and provide **You** with a written final response.

You can contact the Customer Satisfaction Manager at Allianz Corporate Global & Specialty at:

Post: Allianz SE Reinsurance Munich (Headquarter), Koeniginstrasse 28, 80802 Muenchen, Germany

Telephone: +49 89 3800 0

If **You** remain dissatisfied after Allianz Global Corporate & Specialty has considered **Your** complaint, or if **You** have not received a written final response within forty (40) business days from the Sportscover received **Your** complaint, **You** can refer **Your** complaint to the Financial Services and Pensions Ombudsman at:

Post: Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, DO2 VH29 Ireland

Telephone: +353 1 6 620 899

Compensation (Financial Services Compensation Scheme)

Allianz Global Corporate & Specialty are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if Allianz Global Corporate & Specialty is unable meet to its obligations to **You** under this **Policy**. If **You** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**.

Rights of Third Parties

This **Policy** is not intended to confer any directly enforceable benefit upon any third party other than a **Company** or an **Insured**.

Sanctions

We try **Our** best to ensure that **We** do not offer insurance to anyone which is in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the **United Kingdom**. However, if **We** have done this unintentionally **You** should consider that, regardless of what this **Policy** says, **We** do not provide any insurance, nor will the **Insurer** pay any claim or provide any benefit if doing so would constitute a breach of any sanction.

Taxes

There may be circumstances where taxes may be due that are not paid via **Us**. If this occurs, then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority. The stamp duty on this **Policy** has been or will be paid to the Revenue Commissioners in accordance with the provisions of section 113 of the Finance Act 1990.

Service of Suit

We agree that all summonses, notices or processes requiring to be served on **Us** for the purpose of instituting legal proceedings against **Us** in connection with this insurance shall be properly served if addressed to **Us**.

Regulatory Disclosure Agreement

Sportscover is regulated by the Central Bank of Ireland. Allianz Global Corporate & Specialty SE (<https://www.agcs.allianz.com/>) is authorised by the German state and is regulated by The Deutsche Bundesbank for conduct of business rule.

Consumer Insurance Contracts Act 2019

We are updating our documentation to reflect some important changes. In the meantime, this document is attaching to and forming part of all quotations, policies and renewals provided by Allianz with an effective date on or after 1st September 2020. Please note that the below terms replace the corresponding paragraphs in the documentation that we have sent to you. Please read this document carefully and note the updated terms and conditions as outlined below.

Material Facts / Duty of Disclosure / Alteration of Risk

When arranging this insurance over the phone, by email, via our website or through your insurance intermediary you declared that the answers you provided were, to the best of your knowledge and belief, true and complete in every respect and that you did not make any misrepresentations. A misrepresentation is where an individual provides fraudulent, inaccurate, misleading or incomplete information. You acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked. Failure to do so may lead to the voidance of your policy and/or your claim not being paid at all or alternatively only part of your claim being paid to you.

Please note that any "alteration" clause in the policy or any clause which refers to an "alteration of risk" will apply only where the subject matter of the policy has changed or altered. Any clause of the policy which refers to a "material change" will be interpreted as referring to changes that take the risk outside that which was reasonably envisaged by both you and us when the policy sale was concluded. If you are in any doubt as to whether there has been a change in the subject matter of the contract which changes the risk to something that we did not agree to cover, then please contact us.

Subrogation

Where you have a right(s) of action against third parties, arising from losses which are covered under your policy, we are entitled to recover from such third parties by subrogation except where:

- you have not exercised such rights and might reasonably be expected not to exercise those rights due to family or cohabitant relationships, and the third party is not insured in respect of their liability to you or where they are insured we may not recover an amount that exceeds what the third party may recover from their own insurance policy;
- you have consented to the use by a third party of a motor vehicle insured under your policy, and the third party is not insured in respect of their liability to you or where they are insured we may not recover an amount that exceeds what the third party may recover from their own insurance policy; or
- you are the employer, we will not subrogate against your employee unless the loss was caused by your employee intentionally or recklessly and with knowledge that loss would probably result

However, these limitations on our subrogation rights will not apply where the actions of any third party that gave rise to or contributed to any loss was serious or willful misconduct.

Where your policy cover excludes any liability assumed by agreement and where you have entered an agreement with a third party which excludes or limits your rights to recover damages from any person in relation to any loss covered by this insurance, we may not indemnify you in respect of that loss.

Allianz Classification: Public

Withdrawal or Cancellation

Right of Withdrawal

Your Right of Withdrawal as outlined in your Terms of Business and policy wording has been amended to:

You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 working days of the latest of:

- (1) the starting date of cover, or
- (2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given on your quotation or renewal notice, quoting your policy number. Should you exercise this right we will refund you the premium you have paid.

Cancelling your policy

Your cancellation rights have been amended to:

You may cancel the policy at any time by writing to us. We will only cancel your policy from the date we receive the relevant documents. No premium refund for the unexpired period of insurance will be issued and losses happening after the cancellation date will not be covered

We may cancel the policy at any time by issuing a written notice to you at your last known postal address. If we cancel your policy and nothing has happened that may result in a claim during the current period of insurance, we will refund part of your premium for any remaining period of insurance. The exception to this is when the reason for cancellation is as shown in the General Policy Conditions of this policy and where it says we are entitled to keep the premium.

No matter who cancels the policy, if there has been a claim during the period of insurance, we will not return any of the premium you have paid.

If you cancel your policy within the first 14 working days of the period of insurance, no transaction charge will apply.

However, if you cancel your policy after the first 14 working days, a transaction charge will apply. This transaction charge is outlined on your policy schedule. If we cancel your policy, at any stage, no transaction will apply.

Phased Claim Payments

We reserve the right to release claim payments on a phased basis as agreed repair or reinstatement work is completed.

Once we agree the work to be undertaken and the estimated cost of that work, we will release a portion of the payment to enable you to commence the repair or reinstatement work. We Allianz Classification: Public will release subsequent payment(s) to you once we have obtained final invoices/receipts from you and we are satisfied that the work has been completed and the repair costs have been incurred, as agreed with you