



Schedule

XL Catlin Insurance Company UK Limited

Details:

Policy Number:	1944162/0		
Name of Policyholder:	The British Kendo Association		
Insured's Address:	Tumbling Waters, 4 Kingswood Creek, Wraysbury, Staines-Upon-Thames	Postcode:	TW19 5EN
Business (Activities):	Official governing body for Kendo, Iaido, Jodo and Naginata in the UK		
Risk Categorisation:	SAM Sports – Amateur	Governance	
Period of Insurance:	From: 01 March 2021	To:	28 February 2022
	Both dates Inclusive local standard time at the Insured's address stated above		
	This policy will not automatically renew: notice is hereby given that cover will terminate and not be renewed at the expiry date unless a new agreement is reached between the Insurer and the Insured .		
Membership:	1,400	Members	
	230	Instructors	
	130	Clubs	
Locations:	(1) Tumbling Waters, 4 Kingswood Creek, Wraysbury, Staines-Upon-Thames	Postcode:	TW19 5EN
	(2) -	Postcode:	-
	(3) -	Postcode:	-
	(4) -	Postcode:	-
	(5) -	Postcode:	-

Property:

Wording Applicable: Combined Corporate-SL-0121-POLICY-XLCICLSynd2003

Material Damage Section

Not Operative

Flood Cover:	No	Excess:	GBP	-
Subsidence Cover:	No	Excess:	GBP	-
Sum Insured:	GBP	-		

Item(s):	Description	Location(s)	Sum Insured	Per Item Limit	Excess
	Buildings	-	GBP	- GBP	- GBP
	Ancillary Buildings	-	GBP	- GBP	- GBP
	Playing Surfaces	-	GBP	- GBP	- GBP
	Machinery, Plant & Equipment	-	GBP	- GBP	- GBP
	Stock	-	GBP	- GBP	- GBP
	High Value Stock	-	GBP	- GBP	- GBP
	Frozen or Refrigerated Foods	-	GBP	- GBP	- GBP
	Miscellaneous Contents	-	GBP	- GBP	- GBP
	Property in Transit	-	GBP	- GBP	- GBP
	Rent Payable	-	GBP	- GBP	- GBP

Portable Equipment Specification

Not Operative

Sum Insured:	GBP	-			
Item(s):	Description	Territory	Sum Insured	Per Item Limit	Excess
	Kit & Equipment	0	GBP	- GBP	- GBP
	Cups/Shields/Trophies	0	GBP	- GBP	- GBP
	Kit & Equipment	0	GBP	- GBP	- GBP
	Photographic Equipment	0	GBP	- GBP	- GBP
		-	GBP	- GBP	- GBP

Money Specification

Not Operative

Sum Insured: GBP -

The limit of the **Insurer's** liability is further limited to the sub-limits specified below in respect of any one loss in the following cases:

Description	Sum Insured	Excess
In a single transit carried by the Insured , partner, director or authorised Employee with a minimum number of able-bodied adult persons in attendance as per the policy wording	GBP -	GBP -
In a single transit carried by a professional security company	GBP -	GBP -
At the Premises during Business Hours not kept in locked safes and/or strongroom	GBP -	GBP -
At the Premises secured in a locked safe, or secured in a night safe or strongroom the keys to which have been removed from the Premises when outside Business Hours	GBP -	GBP -
At the Premises outside Business Hours not kept in locked safes and/or strongroom	GBP -	GBP -
At a residence of any principal and/or Employee whether or not kept in locked safe	GBP -	GBP -
From vending machines, automated teller machines (ATMS), entertainment or gaming machines at the Premises	GBP -	GBP -
Personal effects/money of the Insured or any Employee at the Premises	GBP -	GBP -
Arising from the dishonest acts of any Employee	GBP -	GBP -
Non-Negotiable monies:	GBP -	GBP -

Personal Assault Specification

Not Operative

Capital Sum: GBP -

The percentages in the table below are percentages of the Capital Sum:

Benefit	Percentage	Excess
Death	0%	GBP -
Loss of Sight – one eye	0%	GBP -
Loss of Sight – both eyes	0%	GBP -
Loss of Limb – one limb	0%	GBP -
Loss of Limb – two limbs	0%	GBP -
Loss of Sight and Loss of Limb	0%	GBP -
Permanent Total Disablement	0%	GBP -
Temporary Total Disablement – amount per week during such disablement but not beyond fifty (50) weeks in excess of the first two (2) weeks from the date on which the Insured Person first sustained Injury	0%	GBP -

Glass Specification

Not Operative

Sum Insured: GBP -

Item(s):	Description	Sum Insured	Excess
	Internal	GBP -	GBP -
	External	GBP -	GBP -

Business Interruption Section

Not Operative

Sum Insured: GBP -

Item(s):	Specifications	Sum Insured	Indemnity Period	Excess
	Loss of Gross Profit	GBP -	-	GBP -
	Loss of Gross Revenue	GBP -	-	GBP -
	Loss of Gross Rentals	GBP -	-	GBP -
	Additional Increased Cost of Working	GBP -	-	GBP -
	Book Debts	GBP -	-	GBP -
	Stand Alone Increased Cost Working	GBP -	-	GBP -
	Reinstatement of Data	GBP -	-	GBP -

Loss of Licence Specification

Not Operative

Sum Insured: GBP -

Item(s):	Description	Sum Insured	Excess
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Indemnity Limit

GBP -

GBP -

Liability:

Wording Applicable: Combined Corporate-SL-0121-POLICY-XLCICLSynd2003

Public Liability Sub-Section

Operative

Limit of Liability: GBP 10,000,000.00 any one **Occurrence**
Extension: Pollution Liability: GBP 10,000,000.00 any one **Occurrence** and in the aggregate
Trigger: Incidents Occurring During
Occurrence Limit: Combined
Excess: GBP -
Applicable in respect of Third Party Property Damage only
Defence Costs: Inclusive
Retroactive Cover: 01/03/2012
Business Premises: The Business is carried on from premises in the following territories and no others for the purposes of this Section:
Worldwide
Covered Jurisdictions: Worldwide excluding the USA & Canada

Products Liability Sub-Section

Operative

Limit of Liability: GBP 10,000,000.00 any one **Occurrence** and in the aggregate
Extension: Pollution Liability: GBP 10,000,000.00 any one **Occurrence** and in the aggregate
Trigger: Incidents Occurring During
Occurrence Limit: Combined
Excess: GBP 250.00
Applicable to Injury and Damage
Not Applicable to Defence Costs
Defence Costs: Inclusive
Retroactive Cover: 01/03/2012
Products sold in or supplied to: Worldwide
Covered Jurisdictions: Worldwide excluding the USA & Canada

Employers Liability Sub-Section

Operative

Limit of Liability: GBP 10,000,000.00 any one **Occurrence**
Subject to the following sub-limit which shall be part of and not in addition to the above limit:
Terrorism: GBP 5,000,000.00 any one **Occurrence**
Asbestos: GBP 5,000,000.00 any one **Occurrence**
Trigger: Injury Caused During
Occurrence Limit: Protected
Defence Costs: Inclusive
Covered Jurisdictions: **United Kingdom**
Total Wageroll: GBP 45,130.00

Professional Liability Sub-Section**Operative**

Limit of Liability: GBP 10,000,000.00 any one **Occurrence** and in the aggregate
Trigger: Claims Made and Notified – Reporting Period 60 Days
Occurrence Limit: Protected
Excess: GBP -
 Applicable to Defence Costs
Defence Costs: Inclusive
Covered Jurisdictions: Worldwide excluding the USA & Canada
Retroactive Date: 01/03/2012

Directors & Officers Liability**Operative**

Wording Applicable: Governance Liability - SL-GL 0220 - POLICY - CICL
Limit of Liability: GBP 10,000,000.00 any one **Occurrence** and in the aggregate
 Subject to the following sub-limits which shall be part of and not in addition to the above limit:
 Loss of Documents or Data: GBP 250,000.00 any one Occurrence and in the aggregate
 Excess: GBP 1,000.00
 Data Protection: GBP 100,000.00 any one Occurrence and in the aggregate
 Excess: GBP 1,000.00
 Criminal Prosecution: GBP 250,000.00 any one Occurrence and in the aggregate
 Excess: GBP 1,000.00
 Employment practices wrongful act: GBP 500,000.00 any one Occurrence and in the aggregate
 Excess: GBP 1,000.00
Trigger: Claims Made and Notified – Reporting Period 60 Days
Occurrence Limit: Combined
Excess: GBP 250.00 unless stated otherwise above
 Applicable to Defence Costs
Defence Costs: Inclusive
Covered Jurisdictions: Worldwide excluding the USA & Canada
Retroactive Date: 01/03/2012

Premium	GBP	11,011.81
Insurance Premium Tax	GBP	1,321.42
Total	GBP	12,333.23

Notification of Claims and Circumstances to:

XL Catlin Insurance Company UK Limited 20 Gracechurch Street London EC3V 0BG United Kingdom	E-mail: james.good@axaxl.com jonathan.m.kelly@axaxl.com
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Date of Issue: 26 February 2021

Endorsements

The following Endorsements are applicable to this insurance:

01 Members Extension

Limit of Liability: GBP 10,000,000.00 any one Occurrence
Pollution Liability sub-limit: GBP 1,000,000.00 any one **Occurrence** and in the aggregate

Excess: GBP Nil applicable to **Injury**
GBP Nil applicable to **Damage**

Covered Jurisdictions: Worldwide excluding the United States of America and Canada

1.1 Special Definitions

In addition to the definitions set out in Section 2 – Policy Definitions, the following definitions are used in this endorsement:

“**Member**” means an official member of the **Insured** and recorded as such in the **Insured’s** membership records.
“**Membership Activities**” means activities in respect of which the **Member** has taken out membership with the **Insured**.

1.2 Operative

The **Insurer** will cover the **Member** for all sums which the **Member** is legally liable to pay as damages (including claimants’ costs, fees and expenses) in respect of:

- (a) **Injury**;
- (b) Damage to property not belonging to or in the Member’s care, custody or control;

whilst the **Member** is engaged in **Membership Activities** within the Territorial Limits and such **Injury** or **Damage** occurs during the **Period of Insurance** and arises from **Claims** made against the **Member** in the Covered Jurisdictions stated above.

In the event of the **Member’s** death, their personal legal representatives will be covered in respect of such liability incurred by the **Member**.

Other than in accordance with the terms of this endorsement, there shall be no cover under this policy for the legal liability of any **Member**.

1.3 Limit of Liability and Excess

The maximum amount payable by the **Insurer** under this endorsement for all claims arising out of the same original cause, regardless of the number of **Members** involved, will not exceed the Limit of Liability for this endorsement as stated above.

As part of and not in addition to the Limit of Liability, the **Insurer** will also pay for **Defence Costs**.

The **Insurer** will not be liable for the applicable **Excess** stated above.

1.4 Member to Member Claims

Each **Member** is separately covered under this endorsement, including in respect of **Claims** made by one **Member** against another, as if they were insured individually. The total liability of the **Insurer** shall not exceed the Limit of Liability for this endorsement as stated above regardless of the number of **Members** involved in a **Claim**.

1.5 Exclusions

This endorsement will not cover the **Member** for any liability, cost or expense arising directly or indirectly from:

1.5.1 Occupation

the **Member’s**:

- (a) ownership or occupation of any land or building; or
pursuit or exercise of any employment, business or profession with the exception of coaches/instructors (including those which are operating in a sole trader or limited company/entity capacity) working within the remit of a qualification recognised by the Insured
- (b) subject the income derived from the additional activity not exceeding GBP 25,000 per annum.

1.5.2 Pollution

Pollution unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

The liability of the **Insurer** for all sums payable in respect of all **Pollution** occurring during the **Period of Insurance** shall not exceed the sub-limit of liability specified above, which shall be part of and not in addition to the Limit of Liability for this endorsement.

This cover for **Pollution** shall not apply to any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award settlement either in whole or in part.

- 1.5.3 **Professional Activities**
the pursuit of any activities by the **Member** in a professional capacity unless specifically agreed by the **Insurer** in writing.
For the purposes of this exclusion coaches/instructors (including those which are operating in a sole trader or limited company/entity capacity) working within the remit of a qualification recognised by the **Insured** is not deemed to be in a professional capacity subject the income derived from the additional activity not exceeding GBP 25,000 per annum.
- 1.5.4 **Notifiable Disease**
any **Notifiable Disease**.
- 1.5.5 **Contractual Liability**
any liability arising under contract unless such liability would have arisen in the absence of that contract.
- 1.5.6 **Deliberate or Reckless Failure to Avoid Injury or Damage**
any deliberate or reckless failure by the **Member** to avoid **Injury** or **Damage**.
- 1.5.7 **Abuse**
the actual or alleged physical, sexual or psychological abuse of any person or the failure to prevent the same.
- 1.5.8 **Motor Vehicles**
the ownership, possession or use by or on behalf of the **Member** or any person or party insured by this policy of any motor vehicle or trailer for which compulsory insurance or security is required by legislation or for which the government or other authority has accepted responsibility.
- 1.5.9 **Aircraft and Watercraft**
the ownership, possession or use by or on behalf of the **Member** of any aircraft, spacecraft, hovercraft or watercraft.
- 1.5.10 **Asbestos**
the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of 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 any sequence to a loss or in respect of that part of any property insured by this policy which consists of asbestos.
- 1.5.11 **Punitive Damages**
any award of punitive or exemplary damages including fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
- 1.5.12 **Radioactive Contamination**
(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 1.5.13 **Terrorism**
any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 1.5.14 **War**
war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 1.5.15 **Cyber**
electronic means including but not limited to failure or impairment of any computer or other electronic device, computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.
- 1.5.16 **Liability Covered Elsewhere**
any matter covered under the Public Liability or Product Liability Sub-Sections.
- 1.6 **Conditions**
The following conditions are important. Any **Member** seeking reimbursement under this Section must comply with them. To the extent that any failure to comply causes or contributes to **Injury** or **Damage**, or otherwise disadvantages the **Insurer**, the **Insurer** may refuse to make any payments to the **Member** or any other person.
- 1.6.1 **Reasonable Steps to Avoid Injury and Damage**
any **Member** seeking reimbursement under this Section must at all times take reasonable steps to avoid **Injury** or **Damage**, which includes complying with all applicable laws, rules, regulations and guidelines imposed by any competent authority (e.g. any sporting or industry governing body).
- 1.6.2 **Claim Notification**
The **Member** must give to the **Insurer** notice as soon as possible in writing of:
(a) any **Claim** made against any **Member** which is likely to fall within the scope of this policy;
(b) any circumstances of which the **Member** becomes aware which are likely to give rise to such a **Claim** being made.

- 1.6.3 **Assistance and Co-operation**
The **Member** must provide the **Insurer** with such information, assistance and co-operation as the **Insurer** and/or its representative may reasonably request for the purpose of dealing with any **Claim**.
- 1.6.4 **Documents Relevant to a Claim**
The **Member** must ensure that all documents or other evidence relevant to any **Claim** or any circumstance which is likely to give rise to a **Claim** are not destroyed or otherwise disposed of.
- 1.6.5 **Claim Control**
The **Insurer** is entitled, but not obliged, to control and conduct on behalf of the **Member** the investigation, defence and settlement of any **Claim**.
- 1.6.6 **Non-Admission of Liability**
No admission, offer, promise or payment is to be made or given by or on behalf of the **Member** without the written consent of the **Insurer**.
- 1.6.7 **Payment in Full**
The **Insurer** may at any time pay to the **Member** in connection with any **Claim** either (i) the amount of the applicable Limit of Liability less any sums already paid or (ii) any lesser amount for which such the **Claim** can be settled. Upon such payment being made the **Insurer** shall be under no further liability in connection with that **Claim** and shall hand over conduct and control of the **Claim** to the **Member**.
- 1.6.8 **Other Insurance**
If at the time of a **Claim** there is any other insurance cover available to the **Member**, the **Insurer** will not have to pay more than its proportionate share of the **Claim** under this endorsement.

All other terms and conditions remain unaltered.

02 Participant to Participant Claims – Contact Sports

This policy excludes any **Injury** or **Damage** suffered by one participant caused by another participant in any sport or activity under the direction of the **Insured** where physical contact between participants is an accepted part of play (including for example association football/soccer, Australian rules football, American football, basketball, camogie, floorball, Gaelic football, handball, hockey, hurling, ice hockey, lacrosse, martial arts, rugby league, rugby union and water polo).

03 Abuse Extension

Other than in accordance with the terms of this extension, there shall be no cover under this policy or any endorsement thereto for loss, damage, liability, cost or expense arising out of or relating to actual or alleged physical, sexual or psychological abuse of any person or the failure to prevent the same.

Limit of Liability: GBP 1,000,000.00 any one **Occurrence** and in the aggregate for the **Period of Insurance**.
Excess: GBP -

3.1 Cover

Subject to all the terms and conditions of this policy (including the exclusions applicable to the Liability Sub-Sections), cover is extended under the Public Liability Sub-Section to include cover for all sums which the **Insured** is legally liable to pay as damages (including claimants' costs, fees and expenses) for **Injury** in the conduct of the **Business** which arises from the physical, sexual or psychological abuse of any person (or the failure to prevent the same) happening in the **United Kingdom**, provided that the liability arises from **Claims**:

- 3.1.1 made against the **Insured** in the **United Kingdom**;
3.1.2 first made against the **Insured** during the **Period of Insurance**; and
3.1.3 in respect of abuse, or failure to prevent the same, happening after the Abuse Prior Acts Date and before the end of the **Period of Insurance**.

The Abuse Prior Acts Date is: 01 March 2012

The **Insurer** will also pay **Defence Costs**, provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any **Claim**, suit or proceedings. **Defence Costs** will be payable as part of, not in addition to the Limit of Liability under this Extension.

3.2 Special Condition

The **Insurer** shall have no liability under this extension unless the **Insured** has complied with all applicable laws and regulations (including those relating to the employment and supervision of staff and the carrying out of CRB, DBS and SCRO checks) and taken all other reasonable steps to prevent abuse.

3.3 Special Exclusions

- 3.3.1 There shall be no cover under this extension for any person who commits, condones or ignores abuse.
3.3.2 This policy does not apply to or include cover for or arising out of or relating to criminal investigations or inquiries relating to abuse.
3.3.3 There shall be no cover under this extension for any **Claim** based upon or arising out of any **Occurrence** or circumstance likely to give rise to a **Claim** of which the **Insured** had knowledge (or otherwise had a reasonable basis to anticipate might result in a **Claim**) prior to the earlier of: (1) the inception of this policy; or (2) the inception date of the first coverage of this type the **Insurer** has issued to the **Insured**, provided that the **Insurer** has written continuous coverage for the **Insured** from such date to the inception date of this policy.

All other terms and conditions remain unaltered.

04 Additional Cover

Cover under the Employers Liability Sub-Section extends to include:

- 4.1 Affiliate member clubs of the **Insured** subject to the club status being ERN (employee reference number) exempt.

Cover under the Public Liability and Professional Liability Sub-Sections extends to include:

- 4.2 Up to three (3) 'taster sessions' for prospective members of the Insured.