

Policy Schedule (Renewal)

Insured Details

Insured Name	BRITISH ROWING LTD
Trading As	
Insured Address	6 LOWER MALL, LONDON, W6 9DJ
Broker Name	MARSH SPORT
Broker Address	32-36 VICTORIA STREET, BRISTOL, SOMERSET, BS1 6BX, ENG
Activity Sector	Sporting Governing Body or Federations
Activity Type	Physical Sports
Activities	Rowing
Policy Number	SAL/2024/0000061
Period of Insurance	Start: 01/04/2026 End: 31/03/2027
Insurer	Dale Underwriting Partners Syndicate 1729 at Lloyd's

Public and Products Liability Section

Limit of Indemnity	£10,000,000	any one occurrence, and in the aggregate in respect of Products Liability
Basis of Cover	Losses Occurring	
Retroactive Date	Not Applicable	
Third Party Property Damage Excess	£250	
Third Party Bodily Injury Excess	£0	
Territorial Limits	Worldwide	
Applicable Jurisdiction	United Kingdom	
Risk Information	7562 Members	
Applicable Policy Wording :	DUP S&L Liability Wording - LO_2407	

Professional Indemnity Section

Limit of Indemnity	£5,000,000	any one claim and in the aggregate
Basis of Cover	Claims Made	
Retroactive Date	01/04/2024	
Excess	£500	
Territorial Limits	Worldwide	
Applicable Jurisdiction	United Kingdom	
Risk Information	7562 Members	
Applicable Policy Wording :	DUP S&L Liability Wording - LO_2407	

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Employers Liability Section

Limit of Indemnity	£10,000,000
Basis of Cover	Losses Occurring
Excess	£0
Territorial Limits	Worldwide
Applicable Jurisdiction	United Kingdom
Risk Information	£0 Total Wageroll
	1 Employees/Volunteers
Applicable Policy Wording :	DUP S&L Liability Wording - LO_2407

Applicable Conditions and Endorsements

BASIS OF COVER

The cover afforded under this Policy is in respect of British Rowing Ltd for their affiliated Community Clubs only as declared to Underwriters.

This Policy is administered with a minimum and deposit premium and is adjustable upon receipt of quarterly club declarations, and again at the end of the Policy Period of Insurance.

Public & Products Liability Section: COACHING AND INSTRUCTION CONDITION

The following applies only to the Public & Products Liability Section.

It is a condition precedent to Our liability that all coaches and instructors engaged by You for the delivery of Your Business activities hold either an industry recognised qualification or has been certified as suitably experienced and competent by a qualified member of staff for the activity in question.

006 - Public & Products Liability Section: SUBCONTRACTORS

The following applies only to the Public & Products Liability Section.

It is a condition precedent to Our liability that all subcontractors engaged by You shall have in force and effect, Public Liability insurance for third party Personal Injury or Property Damage with an annual minimum limit of Indemnity of £5,000,000 throughout the duration of their contract with You.

You shall undertake to obtain and retain documentary evidence of the said insurances prior to the commencement of any contract with You.

016 - Public & Products Liability Section: HIRERS' LIABILITY

The following applies only to the Public & Products Liability Section.

Definition:

Hirers' Liability shall mean any liability arising from activities undertaken by any third party when hiring any premises of the

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Insured, provided that the third party shall not receive any remuneration or reward for the hire of such premises.

The Limit of Indemnity applicable in respect of Hirers' Liability is limited to £1,000,000 any one Claim and in respect of all Claims arising out of one Occurrence.

WATERCRAFT ENDORSEMENT

It is noted that General Exclusion 21. iv. is deleted and restated as follows:

i. watercraft or vessel, except in respect of any manually propelled watercraft or vessel (or motorised craft where used only as a safety boat or for the purposes of coaching) less than 19 metres in length whilst on inland waters or in coastal waters not more than 5,000 metres from land.

PROFESSIONAL INDEMNITY RETROACTIVE DATE

The following applies only to the Professional Indemnity Section.

It is noted that the retroactive date applicable to the Professional Indemnity Section shall be the earliest of:

- 1st April 2024, or
- The earliest date from which a Community Club has both maintained uninterrupted affiliation with British Rowing Ltd and maintained in force uninterrupted Professional Indemnity coverage.

ABUSE EXTENSION

The following applies only to the Public & Products Liability Section.

Retroactive Date Limit of Indemnity

A 01/04/2021 A £2,000,000 any one Claim and in the aggregate

B 01/04/2011 B £500,000 any one Claim and in the aggregate

C 01/04/1985 C £100,000 any one Claim and in the aggregate (defence costs only)

Excess: £1,000 each and every Claim

Basis of Cover

This Extension of the Policy shall only indemnify in respect of Claims Made during the Period of Insurance.

Operative Clause

Subject to the terms, conditions, definitions and exclusions of the Policy (other than as amended by this Extension), despite Public & Products Liability Section Exclusion 1. Abuse or Molestation, the Insurer agrees to indemnify the Insured against:

- a. all sums which the Insured become legally liable to pay as compensation (including claimants' costs, fees and expenses); and
- b. Costs and Expenses;

arising from any Claim both first made against the Insured in an Applicable Jurisdiction and notified to the Insurer within the Period of Insurance in respect of Personal Injury arising from Abuse or Molestation which is committed or alleged to have been committed after the applicable Retroactive Date stated in this Extension but before the expiry of the Period of Insurance, and provided that such Abuse or Molestation arises in connection with the Business and within the Territorial Limits.

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Limit of Indemnity

The liability of the Insurer under this Extension in respect of all damages (including claimants' costs, fees and expenses) and Costs and Expenses will not exceed:

- i. The applicable Limit of Indemnity stated in this Extension in respect of the applicable Retroactive Date; but not
- ii. "Limit of Indemnity A" stated in this Extension in the aggregate for all Claims both first made against the Insured and notified to the Insurer within the Period of Insurance irrespective of Retroactive Dates.

Limitation

In respect of Abuse or Molestation committed or alleged to have been committed after "Retroactive Date C" which is not proven to have continued beyond "Retroactive Date B" and which is subject to an indemnity under this Extension, the Insurer will indemnify the Insured against Costs and Expenses only and not in respect of any damages (including claimants' costs, fees and expenses) that the Insured become legally liable to pay.

Operation of Retroactive Dates

Abuse or Molestation which commenced or is alleged to have commenced after:

- a. "Retroactive Date C" and which is proven to have continued beyond:
 - i. "Retroactive Date B", but ceased before "Retroactive Date A" will be treated as having commenced after "Retroactive Date B" and will be subject to "Limit of Indemnity B";
 - ii. "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of Indemnity A";
- b. "Retroactive Date B" and which is proven to have continued beyond "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of Indemnity A".

Exclusions

The Insurer will not:

1. Indemnify You for any liability arising from Abuse or Molestation which occurred or is alleged to have occurred before the applicable Retroactive Date specified in this Extension.
2. Indemnify You for any liability arising from any facts and/or circumstances, of which You had become aware before the commencement of this Period of Insurance, which a reasonable person in Your position would have considered as facts and/or circumstances which may give rise to a Claim or Claims under this Policy.
3. Indemnify any perpetrator of Abuse or Molestation.
4. Indemnify You against;
 - a. Any fines or penalties or the costs of defending criminal proceedings
 - b. Punitive, exemplary, aggravated, liquidated or any other non-compensatory damages or any damages resulting from the multiplication of compensatory damages or compensation ordered by a Court of Criminal jurisdiction.
5. Indemnify You for any liability arising out of any failure to comply procedural guidelines established by You concerning Abuse or Molestation.
6. Indemnify any person who has or has been alleged to have:
 - a. Authorised or permitted Abuse or Molestation;
 - b. Disregarded knowledge of Abuse or Molestation;
 - c. Had actual or constructive knowledge of Abuse or Molestation and failed to notify a person with specific responsibility or the protection of children or vulnerable adults from Abuse or Molestation;
 - d. Aided or contributed to or supported Abuse or Molestation;
 - e. Intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse or Molestation.

Conditions

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It is a condition precedent to the right of the Insured to be defended or indemnified under this Extension of the Policy that all of the conditions below are complied with at all times.

1. You must bear the Excess (inclusive of Costs and Expenses in the defence or settlement of each Claim) stated in this Extension
2. For the purposes of determining the Excess applicable to any indemnity provided under this Extension, it is expressly agreed that all acts of Abuse or Molestation suffered by any individual bringing a Claim against You will be deemed to have arisen out of one originating cause. If there is more than one victim of Abuse or Molestation by the same perpetrator(s):
 - a. Claims brought against You by each individual who suffered Abuse or Molestation by the same perpetrator will be treated as one Claim and be deemed to have arisen out of one originating cause; and
 - b. All acts of Abuse or Molestation by the same perpetrator suffered by any individual bringing a Claim against You will be deemed to have arisen out of one originating cause.
3. You must give notice in writing to the Insurer as soon as reasonably practicable after becoming aware of any circumstances that may give rise to a Claim. Please see Claims Conditions on page 18 of this Policy.
4. You must ensure that You, Your Employees, members and anyone acting under Your control in the course of Your Business comply with all statutory legislation and requirements for dealing with children and vulnerable adults.
5. You must provide a written claims declaration to the Insurer upon each renewal negotiation of the Policy.

MANAGEMENT LIABILITY EXTENSION

The following Extension applies to the Public & Products Liability Section and shall be read alongside all other terms, conditions, limitations, and exclusions of the Policy as applicable.
Schedule

Entitled to indemnity: Affiliated Community Clubs as declared to Underwriters

Limit of Indemnity: GBP £350,000 any one Managerial Claim and in the aggregate for any one Insured Entity during the Period of Insurance

Excess: £500 each and every Managerial Claim

Retroactive Date: The earliest of either 01/04/2024 or the earliest date from which a Community Club has both maintained uninterrupted affiliation with British Rowing Ltd and maintained in force uninterrupted Management Liability coverage.

Basis of Cover

This Extension of the Policy shall only provide an indemnity in respect of Claims Made during the Period of Insurance.

Extension Interpretation

This Extension of the Policy shall be read in tandem with the main Policy wording, however, the definitions below shall prevail and where reliance is made on the definition of Claim within the Policy to determine coverage available under this Extension, such reliance shall be extended to include Managerial Claim.

Definitions

Special definitions applicable to this Extension:

1. Appointed Person means:
 - a. any natural person who was, is, or during the Period of Insurance becomes a director, officer, official, employee, trustee, or volunteer of the Insured Entity, but only whilst acting within the scope of their duties as such
 - b. the lawful spouse, civil, or unmarried partner of any person set forth in 1.a. above, solely due to their spousal, civil, or

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- unmarried partner relationship following a Managerial Claim against such person
- c. the estates, heirs, or legal representatives of any person set forth in 1.a above, in the event of their death, incapacity, or bankruptcy, but only in respect of a Managerial Claim brought against such person.
2. Insured Entity means the affiliated member club or group of the Insured as specified in this Extension but shall not include the National Governing Body or Federation.
3. Loss means any amount (including claimants' costs, fees, and expenses) (including punitive and exemplary damages where legally insurable) for which an Insured Entity or Appointed Person becomes legally liable on account of a Managerial Claim. Loss shall not include any civil, regulatory, or criminal fines or penalties, taxes, remuneration, or employment related benefits. Loss shall include Costs and Expenses.
4. Managerial Claim means any
- written demand against an Appointed Person or Insured Entity;
 - any civil, regulatory, administrative or arbitral proceeding brought against an Appointed Person or Insured Entity;
 - any criminal proceeding brought against an Appointed Person or Insured Entity alleging a Wrongful Act and notice of which is first received during the Policy Period.
5. Wrongful Act means any actual, alleged, or proposed act or omission, error, misstatement, misleading statement, breach of duty, care or trust, or neglect, that is committed or attempted by an Appointed Person in their capacity as such, or by an Insured Entity, and to the extent that it occurs within the Territorial Limits.

Operative Clause

Subject to the terms, conditions, definitions, and exclusions of the Policy (including as amended by this Extension), despite General Exclusion 7. Directors and Officers, the Insurer agrees to pay Loss on behalf of an Appointed Person, or to indemnify the Insured Entity to the extent that they have indemnified the Appointed Person for such Loss, or to pay Loss on behalf of an Insured Entity.

Limit of Indemnity

The liability of the Insurer under this Extension in respect of all Loss for any one Managerial Claim and in the aggregate for any one Insured Entity during the Period of Insurance will not exceed the Limit of Indemnity stated in this Extension.

Any one or more Managerial Claim(s) arising directly or indirectly from continuous or repeated or related Wrongful Acts shall be treated as a single Managerial Claim and shall be deemed to have been made at the time at which the earliest Managerial Claim involving the same Wrongful Act is first made.

Corporate Manslaughter Extension

It is noted that the Definition of Wrongful Act shall include any allegation of involuntary, constructive, or gross negligence manslaughter by any Appointed Person, and any Managerial Claim arising under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction shall not be subject to any Policy Exclusion for Injury or criminal act to the extent that Policy General Exclusion 24 (Deliberate and Reckless Acts) and/or Exclusion 3 under this Extension (Fraudulent Acts) may apply.

Exclusions

The Insurer shall not be liable for Loss or any other liability arising directly or indirectly out of, or in any way relating to:

1. Injury and Property Damage

Injury to any person, or Property Damage, however this exclusion shall not apply to Costs and Expenses incurred in relation to any Occupational Health and Safety law or regulation on behalf of an Appointed Person to the extent that the Appointed Person has not been indemnified by the Insured Entity.

2. Prior and Pending Litigation and Prior Notice

i. any Loss or any fact, circumstance or situation, or anything likely to lead to a Loss, which You knew or ought reasonably to

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have known about, or that has been reported under other policy existing or expired, prior to the Retroactive Date specified in this Extension.

ii. any Loss based upon, attributable to, or arising out of any prior or pending litigation or proceedings, including allegations deriving from the same or essentially the same facts, initiated prior to the Retroactive Date specified in this Extension.

3. Fraudulent Acts

i. any dishonest, criminal, or fraudulent act or omission, or intentional breach of any statute or regulation by any Appointed Person

ii. an act intended to secure, or which does secure a personal profit or advantage to which an Appointed Person was not legally entitled.

This exclusion shall only apply if it is established by a final judgement or adjudication that the relevant conduct occurred.

4. Employment Practices Liability

any actual or alleged violation of any employment law or any other legal provision relating to any individual's actual or prospective employment with the Insured Entity, including but not limited to:

i. wrongful dismissal, discharge, or termination of employment, whether actual or constructive, including breach of express or implied contract

ii. employment related misrepresentations

iii. sexual or other harassment in the workplace

iv. wrongful deprivation of career opportunity, employment, or promotion

v. wrongful demotion, discipline, or evaluation, or failure to adopt adequate employment or workplace policies and procedures

vi. unlawful discrimination

vii. employment related libel, slander, humiliation, or defamation

viii. invasion of privacy or breach of any data protection laws relating to employee data.

However, this Exclusion shall not apply to such Costs and Expenses incurred by an Appointed Person, and which are not indemnifiable by the Insured Entity, up to a maximum amount of GBP 15,000 in the aggregate which amount is part of and not in addition to the Limit of Indemnity.

General Conditions

1. Severability

This Extension is several in respect of each Appointed Person. As such, any statements or actions or omissions made by, or any knowledge possessed by, or any ignorance attributable to any Appointed Person or Insured Entity shall in no event be imputed to any other Appointed Person or Insured Entity in order to determine the coverage available under this Extension.

2. Authorisation of the Policyholder

It is agreed that the Insured shall act on behalf of all Appointed Persons and Insured Entities with respect to the exercise of all their rights and the discharge or all their duties in respect of this Extension, except for instances where, pursuant to any national, territorial, or state law, an Appointed Person is obliged to interact with the Insurer.

3. Allocation

Loss shall only be covered under this Extension to the extent that it is attributable to acts and/or persons covered under this Extension. Consequently, should any Claim be in part attributable to uncovered acts or persons then the Insurer, the Insured Entity and the relevant Appointed Person shall use their best efforts to agree a fair and proper allocation of coverage under this Extension having regard to the relative legal and financial exposures of, and the relative benefits to be obtained by, the relevant parties.

In the event that the parties are unable to agree upon a fair and proper allocation, then the matter shall be dealt with according to the Control of Defence resolution section of this Policy. Until such time as the parties agree upon a fair and proper allocation, the Insurer shall pay Loss based upon their own reasonable assessment of allocation.

4. Non-Admission of Liability

It is understood that any self-reporting under statutory or self-governance schemes and/or the reporting of confidential instances

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under relevant legislation (including but not limited to the reporting of suspected money laundering under relevant reporting laws) shall not be deemed an Admission of Liability with respect to the interpretation of the coverage provided under this Extension.