

The Football Association of Wales

Legal Liability Insurance

Evidence of Cover 2025/26 season



Group Liability insurance arrangement for the Football Association of Wales Members

As providers of the Football Association of Wales group liability Insurance package we can confirm that liability insurance is operative, as detailed within this Evidence of Cover.

This document should be read in conjunction with the summary of cover and policy wording which provide details of the features and benefits of the policy along with the full terms, conditions and exclusions applicable. A copy of which is available from https://cometsupport.faw.cymru/insurance-documents or upon request via e-mail to: insurance@faw.cymru or marshsport@marsh.com

Claims Notification Process

The key reason for buying insurance is to ensure that your club is protected in the event of an incident occurring for which you may be held liable. It is therefore important to be aware of the principal policy terms shown in this summary. The following guidelines apply to the liability insurances we place for you and if more detailed advice is required please consult Marsh Sport.

To notify a claim/incident/potential claim a Liability Report Form should be completed and sent to Marsh Sport without delay. This form can requested from Marsh Sport on **0345 872 5060** or via e-mail at **marshsport@marsh.com**.

You should not admit liability under any circumstances as the insurers will respond to all allegations on your behalf.

Time Frames

Please note that there are strict timescales in place which must be adhered to following formal notification of a Public Liability or Employers' Liability claim.

The Ministry of Justice stipulates an Insurer in respect of legal liability matters only has:

- 21 days to reply to a solicitor's initial Letter of Claim
- thereafter 90 days in which to complete their investigations and come to a conclusion on liability.

Failure to comply with these deadlines could result in proceedings being issued (which significantly increases the cost of a claim) or penalties becoming payable, so it is vital that notification happens as soon as possible.

Guidance

Do not:

- admit liability
- or enter into correspondence with the claimant or their representative / insurer

In order that the requirements of the Ministry of Justice Reforms are met, it is essential that any incident involving injury of a Third Party is notified to your insurers immediately. Any correspondence received, making a formal injury claim against you, must be sent to Marsh Sport, immediately upon receipt.

Do:

- Record all incidents of injury in a GDPR approved accident book
- Retain copies of incident reports / correspondence etc.
- Notify Marsh Sport as soon as practicably possible of all incidents

Always forward any correspondence you have received to Marsh Sport unanswered and without delay. All forms and correspondence can be sent to Marsh Sport:-

Post Marsh Sport, Castlemead, 13th Floor, Lower Castle Street, Bristol, BS1 3AG

E-mail marshsport@marsh.com

Please note that failure to report a claim or a potential claim immediately could result in indemnity under this policy being withdrawn by the insurers.

Football Association of Wales Evidence of Insurance 2025/2026

POLICY NUMBER: PL-PSC10003459284/01

INSURED: Affiliated clubs of The Football Association of Wales

ADDITIONAL INSUREDS: Area Associations, Directly Affiliated Leagues, Area Associations,

Registered Leagues, Clubs, Coaches, Referees, Referee Associations/Societies and Officials of the Football Association of Wales

PERIOD OF INSURANCE: 1 June 2025, or date of FAW registration if later, up to and including 31

May 2026

UNDERWRITTEN BY: Hiscox Insurance Company Limited

PUBLIC & PRODUCTS LIABILITY	
Limit of Indemnity	£10,000,000 any one occurrence in respect of Public Liability
	£10,000,000 any one claim and in the aggregate in respect of Products Liability
Cover Extensions	£200,000 Player v Player Defence Costs and Damages £1,000,000 Abuse or molestation cover (included within and not in addition to the overall limit of indemnity stated above and including all costs
Excess	£25 each and every claim for damage to glass/windows £250 each and every claim or loss, including defence costs, for property damage only £2,500 Excess each and every claimant in respect of each and every claim or loss, excluding defence costs for abuse or molestation only
Geographical Limits	United Kingdom, European Union, The Isle of Man, The Channel Islands and Gibraltar
Applicable Courts	United Kingdom, European Union, The Isle of Man, The Channel Islands and Gibraltar
Retroactive date	The retro date for Abuse or molestation cover is 01/07/2008 and this is extended to 01 June 1990 subject to a sub limit of £250,000 for all incidents prior to 01 June 2008
EMPLOYERS LIABILITY	
Limit of Indemnity	£10,000,000 each and every claim or loss, including defence costs but excluding representation costs
Excess	£Nil
Geographical Limits	Worldwide
Applicable Courts	United Kingdom, The Isle of Man and the Channel Islands

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Subject to the aforementioned, the insured member shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

Football Association of Wales Evidence of Insurance 2025/2026

MANAGEMENT LIABILTY – TRUSTEES AND INDIVIDUAL LIABILTY	
Limit of Indemnity	£10,000,000 in the aggregate including all costs
Excess	£Nil
Geographical Limits	Worldwide (excluding United States of America and Canada)
Applicable Courts	Worldwide (excluding United States of America and Canada)
PROFESSIONAL INDEMNITY	
Limit of Indemnity	£10,000,000 any one occurrence and in the aggregate, each and every claim, excluding defence costs
Excess	£1,000 each and every claim or loss, excluding costs
Geographical Limits	Worldwide (excluding United States of America and Canada)
Applicable Courts	Worldwide (excluding United States of America and Canada)
Retroactive date	01/07/2008
Crisis Containment	
Limit of Indemnity	£25,000 Each and every crisis and in the aggregate
Geographical Limits	United Kingdom, The Isle of Man, the Channel Islands and the Republic of Ireland

Commercial assistance and legal advice helpline:

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business. This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

Employment
Prosecutions
Discrimination in the workplace
Health & safety
European law

Helpline number: +44 (0)800 840 2269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.

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Football Association of Wales Evidence of Insurance 2025/2026

Complimentarty Benefit: The Hiscox Risk Academy

The Hiscox Risk Academy provides an interactive learning and information management system and assessment centre for you and your employees to help you better manage risks and minimise disruption to your business. The Academy allows you to manage, track and deliver training and assessments in a simple online environment.

The interactive training is tailored to the needs of your business and covers topics including fire safety, cyber security, slips, trips and falls, mental health awareness and many more. The editable documents and templates allow you to identify and monitor risks in your own workplace.

This feature is provided as a complimentary part of your policy with Hiscox and can be accessed by registering at **riskacademy.hiscox.co.uk**

Crisis Containment

Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796

Crisis containment provider: Hill & Knowlton Strategies Ltd

During office hours, the call **will** be answered by Hiscox. Outside of our normal opening hours, your call will be answered by Hill & Knowlton Strategies Ltd.

If you first become aware of a crisis outside of working hours, you must notify us of the crisis as soon as possible within working hours by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.

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Subject to the aforementioned, the insured member shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

Policy Endorsements: Public and Products Liability

Removal of cover: Welsh Premier League teams

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any club, league, division, team or member affiliated with or connected to the Welsh Premier League. However, this does not apply to the Welsh Premier Women's Football League.

Participant to Participant

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to **bodily injury** caused, or contributed to, by any participant to any other participant whilst participating in a match, practice or training, arising from or caused by:

- an assault, battery or any intentional, pre-meditated, malicious or deliberate violence, criminal act or act, intent to cause harm or gross negligence committed or alleged to have been committed; or
- an act or acts committed by a member whilst under club, league or associations suspension or disputes between participants.

The following is added to **How much we will pay, Special limits**:

Participant to participant

For claims arising from **bodily injury** to any participant by any other participant, whilst participating in a match, practice or training, the most **we** will pay is £200,000 for each and every claim, not including **defence costs**.

Amendment of cover: neurodegenerative disease or concussion

The following is added to Special definitions for this section:

Concussion or neurodegenerative disease retroactive date: 01 July 2008

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to concussion, neurodegenerative disease, disorder or condition arising from **your activities** performed before the **concussion or neurodegenerative disease retroactive date**. This includes any such claim against any **employee** when they are acting on **your** behalf in whatever capacity.

What is covered, Claims against you is amended to read as follows:

If, as a result of **your business**, any party brings a claim against **you** for:

- a. **bodily injury**, other than **abuse or molestation**, concussion, neurodegenerative disease, disorder or condition, or **property damage** occurring during the **period of insurance**; or
- b. **personal injury** or **denial of access** committed during the **period of insurance**;

we will indemnify you against the sums you have to pay as compensation

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Subject to the aforementioned, the insured member shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

This includes a claim against any employee or volunteer worker of **yours** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

The following is added to **What is covered** for this section:

Concussion or neurodegenerative disease

If, as a result of **your activities**, any party brings a claim against **you** during the **period of insurance** for concussion, neurodegenerative disease, disorder or condition after the **concussion or neurodegenerative disease retroactive date**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

The following is added to **How much we will pay, Special limits**:

Concussion or neurodegenerative disease, disorder or condition

For claims arising from concussion or neurodegenerative disease, disorder or condition the most we will pay is £2,000,000 for the total of all such claims, including **defence costs**.

Additional cover: property damage in car parks

The following is added to **How much we will pay**, **Special limits**:

Property damage in car parks

For claims arising from **property damage** to visitor's motor vehicles in car parks owned or operated by **you**, the most **we** will pay is the amount stated in the schedule for each and every claim including **defence costs**.

The following is added to **Your obligations**:

Property damage in car parks

In respect of car parks owned or operated by **you** and used for visitor's motor vehicles, **you** must ensure that a disclaimer of liability for loss or damage in the car park is prominently displayed.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.

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Subject to the aforementioned, the insured member shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

Designated changing facilities

The following is added to **How much we will pay**, **Special limits**:

Property damage in designated changing facilities

For claims arising from **property damage** to visitor's effects stored in any designated changing facility owned or operated by **you**, the most **we** will pay is the amount stated in the schedule for each and every claim, including **defence costs.**

The following is added to **Your obligations**:

Designated changing facilities

In respect of any designated changing facilities owned or operated by **you** that store visitor's effects, **you** must ensure that

- 1. a disclaimer of liability for loss or damage to visitor's effects is prominently displayed in or adjacent to the designated changing facilities;
- 2. an attendant is on duty throughout the entire period that a changing facility is in use; and
- 3. the changing facility is securely locked when left unattended.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.

Additional cover: indemnity to landowner

The following is added to **What is covered**:

Indemnity to landowner

If, as a result of the use of a landowner's land for **your activities**, any party brings a claim against that landowner for:

- a. bodily injury, other than abuse or molestation, or property damage occurring during the period of insurance; or
- b. **Personal injury** or **denial of access** committed during the **period of insurance**,

we will indemnify the landowner against the sums they have to pay as compensation, at **your** request, provided that the landowner:

- i. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- ii. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- iii. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it; and
 - iv. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

We will also pay defence costs but **we** will not pay costs for any part of a claim not covered by this section.

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Subject to the aforementioned, the insured member shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

Addition of cover: fireworks and bonfires

What is not covered A. 18. a. iii. is amended to read as follows:

iii. airborne lanterns, sky candles or wish lanterns;

The following is added to **How much we will pay, Special limits**:

Bonfires, fireworks or pyrotechnics

For claims arising from bonfires, fireworks or pyrotechnics, the most **we** will pay is £1,000,000 for the total of all such claims, excluding **defence costs**

The following is added to **Your obligations**:

Bonfires, fireworks or pyrotechnics

Whenever **you** are responsible for any fireworks, pyrotechnics or bonfire displays in connection with **your activities**, **you** must ensure that:

- 1. there is a written risk assessment in place for the proposed event;
- 2. all relevant authorities have been notified at least 7 days before the event;
- 3. the relevant local authorities have granted permission for the event;
- 4. any requirements from the authorities or fireworks manufacturers are fully complied with;
- 5. all manufacturer's guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to;
- 6. all fireworks are purchased from a reputable supplier and are not modified in any way;
- 7. all fireworks at **your** event are category F2 or F3 only;
- 8. there is no use of any airborne lanterns, sky candles or wish lanterns;
- all volunteers and staff have received appropriate training and are aware of the safety procedures for the event. You must retain a written record of the appropriate training completed by all volunteers or staff;
- 10. there is appropriate first aid presence on site, in line with the written risk assessment;
- 11. appropriate fire extinguishing equipment is available at the event and all volunteers and staff have had the appropriate training for the use of such equipment;
- 12. all members of the public are kept at least 25 metres away from both the display area and the bonfire itself, behind appropriate safety fencing;
- 13. any bonfire is kept at least:
 - a. 25 metres away from the firework display area;
 - b. 5 metres away from any trees, fencing or other combustible materials; and
 - c. 100 metres away from any premises, car parks or other storage of any flammable or dangerous materials;
- 14. there is no use of accelerants or any flammable equipment on the bonfire;
- 15. **you** have conducted an appropriate check of all weather conditions prior to the event starting and, if appropriate, checked with the relevant authorities as to whether the event can continue;

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Subject to the aforementioned, the insured member shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

- 16. after the event has finished:
 - a. a written record is kept of all thorough checks of the area to ensure that no potential fire hazards remain; and
 - b. the bonfire has been doused in water; and
 - c. any sub-contractor operating the display has and maintains public liability insurance with a reputable insurer, with a minimum limit of indemnity no less than **your** limit of indemnity stated in the schedule. **You** must retain a written record of the subcontractor's insurance details, including their policy number and a copy of their policy schedule.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the liability occurring in the circumstances in which it occurred.

Amendment of cover: windows or windscreens

Special conditions for property damage to windows or windscreens

For claims arising from **property damage** to windows or windscreens:

- you must pay an excess of £25 in respect of each such claim including defence costs;
- 2. **we** will cover such claim, subject to the terms of this section, in the absence of any evidence of legal liability provided that:
 - a. you can provide evidence that such property damage occurred;
 - b. you were responsible for such property damage; and
 - c. the amount of the **property damage** does not exceed £2,000; and

if 2. above does not apply, **we** will only cover such claim if it can be established that the **property damage** was caused by **your** negligence.

Addition of cover: non-negligent property damage

The following is added to **What is covered**:

Non-negligent property damage

We will cover claims against you for property damage occurring during the period of insurance arising directly from your participation in any sport linked to your activities, regardless of your legal liability. However, we will not make any payment where the cost of the property damage is less than £25. The most we will pay for each such claim is £5,000, including defence costs

Policy Endorsements: Management Liability – Trustees and Individual Liability

Removal of cover: professional services

We will not make any payment for any **claim** or **loss**, **investigation**, or any other liability under this section based upon, attributable to or arising out of any design, plan, specification, formula, direction or advice prepared or given by **you**, or any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place solely as a result of **your** professional services.

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Subject to the aforementioned, the insured member shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

Removal of cover: partner and member disputes

The following are added to **Special definitions for this section**:

Member

A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any similar or successor legislation.

Partner

- 1. Any principal or partner of any partnership.
- 2. Any member.
- 3. Any salaried partner or anyone held out to be a partner.

Partnership

The relationship between **partners** carrying on a **business** in common.

We will not make any payment for any **claim**, **loss** or **investigation** based upon, attributable to or arising out of any:

- a. breach of any partnership deed or similar agreement;
- b. failure to appoint anyone as a partner of yours; or
- c. claim from any existing partner of yours.

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Subject to the aforementioned, the insured member shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.



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