

## Coach Bowls Ltd

<b>Broker:</b>	Sutton Winson Ltd	<b>Account Number:</b>	14/086929
<b>Master Policy Number:</b>	14/SZ/25129683/10		

<b>The Insured:</b>	Coach Bowls Ltd and All Bowls Coaches Registered with Coach Bowls Ltd
<b>Postal Address:</b>	C/O Bowls England, Riverside House, Milverton Hill, Leamington Spa, Warwickshire, CV32 5HZ, United Kingdom

<b>Annual Premium:</b>	£5,040.00
<b>Insurance Premium Tax:</b>	£604.80
<b>Total Premium Inc Tax:</b>	£5,644.80

<b>Effective Date:</b>	Date of Membership
<b>Renewal Date:</b>	1 <sup>st</sup> October 2024

<b>Business Description:</b>	Coaching side to the following governing bodies: Bowls England, England Indoor Bowls Association, British Crown Green Bowls Association and England Sort Mat Bowls Association
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<b>Sections Operative:</b>		
1.	Civil Liability	Insured
2.	Directors and Officers Liability	Not Insured
3.	Employers Liability	Not Insured

### SECTION 1 – Civil Liability

Limit of Indemnity	£5,000,000
Excess/Franchise	£100
Retroactive Date	1 <sup>st</sup> October 2009

Excess	Third Party Property Damage Excess	Nil
	Financial Loss Excess	Nil
	Libel & Slander Excess	Nil

### Clauses Applicable To This Policy

#### **S/1/1 Wording and Schedule**

It is noted that this policy is on a Civil Liability basis of cover as defined in the Sutton Winson Bowls & Racquets Wanderers policy and the associated schedule of insurance

#### **Z/4/3 Declaration Condition**

The premium(s) in respect of the Civil Liability Section(s) of this Policy is/are adjustable. First and Annual Premiums are provisional and will be adjusted annually

#### **Z/1818/1 War Exclusion**

General Exclusion 2. War is hereby deleted in its entirety and replaced as follows:

2. War (Not applicable to the Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber and Directors and Officers Sections)

Any claim, loss, damage, destruction, death, injury, disablement or liability, cost or expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

A. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

B. the discovery, detonation or explosion of Munitions (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion; or

C. any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise remove Munitions, whether or not a state of war is current at the time,

regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the loss, damage or liability.

For the purposes of this Exclusion

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property, fines and penalties.

Munitions mean any weapons or munitions from a current or historic war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, including but not limited to bombs, missiles, torpedoes, mines, ammunition, explosive devices, or any parts thereof, and any unexploded, derelict, abandoned and unused munitions or weapons.

#### **Z/1822/1 Cyber and Data Events Exclusion**

General Exclusion 4. Cyber Event is hereby deleted in its entirety and replaced as follows:

4. Cyber and Data Events (Not applicable to Terrorism, Employers' Liability, Public Liability, Public and Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Directors and Officers, Cyber, Accident, Business Travel or Commercial Legal Expenses Sections)

A. any Cyber Loss;

B. any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, arising out of or in connection with, or consisting of any Data Loss; or

C. any cost, expense or fee incurred in replacing, reinstating, recovering, restoring or reproducing intangible elements of any Computer System, regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage.

But, subject to all the terms, conditions, limitations, exclusions and endorsements to this Policy:

1. this exclusion will not apply to Physical Damage to Tangible Property at the Premises during the Period of Insurance by a Non-Cyber Cause which itself results from a Cyber Act or Cyber Incident, together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property, provided always that the Policy will not cover:

A. any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause (2) below;

B. any loss, distortion, erasure, corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of Computer Systems (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom;

C. any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property.

2. should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage by a Non-Cyber Cause which is otherwise insured by this Policy, this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the Policy will not cover:

A. any research and engineering costs;

B. any costs of recreating, gathering or assembling the Data;

C. any reduction in value of Data or any amount pertaining to the value of such Data to the Insured or any Third Party, even if such Data cannot be recreated, gathered or assembled or copied from back-up or from originals of a previous generation;

D. any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any Data.

For the purposes of this Exclusion

Any reference to the word 'loss' includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under any or all of the Extensions to the Business Interruption Sections), physical loss, loss of value, marketability or use of property (including intangible property), fines and penalties, other than where this exclusion refers specifically to a particular type of loss, such as 'physical loss' or loss comprising or consisting of loss of Data or loss of other intangible property, in which case the word 'loss' will be interpreted in the context within which it is used

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, virtual server, cloud or microcontroller, including any similar system or any configuration or networks of the aforementioned and including any associated input, output, data storage or processing device, networking equipment, internet, intranet, virtual private network or similar facilities, or back up facility, located anywhere in the world and irrespective of whether such computer system is owned or operated by the Insured or any Third Party

Cyber Loss means any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken or advice given to control, prevent, suppress, or remediate any Cyber Act or Cyber Incident or to mitigate or otherwise reduce the effects of any Cyber Act or Cyber Incident

Cyber Act means any unauthorised, malicious or criminal act (whether or not directed at the Insured), regardless of time and place, or the threat or hoax thereof, involving access to, processing, use, manipulation or operation of, or impairing any Computer System or Data, including but not limited to any unauthorised or malicious direction of network traffic or introduction of code, malware, virus or ransomware

Cyber Incident means:

- i. any error or omission involving access to, processing of, use of or operation of any Computer System, whether any such error or omission is made by or on behalf of the Insured or any Third Party;
  - ii. any partial or total unavailability or failure of or reduction in functionality or operability of any Computer System (whether temporary or permanent) or inability to access, process, use or operate any Computer System; or
  - iii. any partial or total inability to access, process, transmit, store or use any Data or any error or omission involving accessing, processing, transmitting, storing or using any Data, whether any such error or omission is made by or on behalf of the Insured or any Third Party
- Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by a Computer System.

Data is not limited to the Insured's Data but includes Data which is owned, accessed, processed, transmitted, stored or used by any Third Party anywhere in the world

Data Loss means any loss, distortion, erasure, corruption, theft, alteration, or manipulation of Data (whether temporary or permanent) or loss of use, reduction in functionality or reduction in value of Data or the act of (and costs and expenses associated with) repairing, replacing, reinstating, recovering, restoring or reproducing any Data

Data Processing Media means any tangible property insured by this Policy on which Data can be stored but not the Data itself

Non-Cyber Cause means a cause, other than a Cyber Act, Cyber Incident, Data Loss or other cyber related cause, which is not otherwise excluded by the Policy.

Physical Damage to Tangible Property means accidental, physical loss, damage or destruction to tangible property insured under this Policy which is owned by the Insured or for which the Insured is responsible, excluding any Data and intangible elements of Computer Systems

Third Party means any person or entity other than the Insured (including, but not limited to, information technology and computer service suppliers, data centre operators, internet service providers, customers or suppliers of the Insured, transport operators, infrastructure providers, utilities and supply undertaking service providers or producers, telecommunication service providers and persons or entities wholly unconnected with the Insured, its Business, its Computer Systems or any Data which it owns, uses or relies on)

### **Z/1744/1 Communicable Disease Exclusion**

Communicable Disease Exclusion

The Public Liability Section of the Policy does not cover:

- A. liability in respect of any Injury, loss or damage;
- B. Costs and Expenses, directly or indirectly caused by, consisting of, arising out of, attributable to, or contributed to by:
  - i. a Communicable Disease;
  - ii. the fear or threat (whether actual or perceived) of a Communicable Disease;
  - iii. the presence or suspected presence of Pathogens in or on Products, or at, in or on the premises or property of any person or entity; or
- iv. any action taken or advice given to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Communicable Disease or any Pathogens, irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

For the purposes of this exclusion:

Loss includes any type of loss (including physical loss, purely financial loss, and interference with rights over or interests in property), loss of value, marketability or use of property.

Costs and Expenses means all costs and expenses, including but not limited to

- A. defence costs (including in relation to civil, regulatory or criminal proceedings);
- B. the costs of representation at any coroner's inquest or fatal accident inquiry;
- C. prosecution costs;
- D. any cost to:
  - i. clean-up, detoxify, decontaminate, or remove Pathogens from any property or Products, where the property or Products are or are feared to have been affected by Pathogens or a Communicable Disease;
  - ii. monitor or test for Pathogens or a Communicable Disease;
  - iii. recall or replace Products; or
  - iv. provide medical treatment for persons affected by a Communicable Disease

Communicable Disease means

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where :

- A. the substance or agent includes, but is not limited to, a virus, bacterium, parasite, fungus, other organism, micro-organism or any variation thereof, whether deemed living or not, and
- B. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- C. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Pathogen means

Any pathogen, other substance or agent capable of causing a Communicable Disease, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not.

#### **Z/1841/1 Extensions – Data Protection Act Amendment**

Section Extension F is hereby deleted and restated as follows:

E. Data Protection Act

The Insurer will indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of distress under Section 168 of the Data Protection Act 2018 occurring as a result of a contravention of General Data Protection Regulation (GDPR) committed during the Period of Insurance within the United Kingdom and arising in connection with the Business provided that the Insured is registered with the Information Commissioner's Office.

The Insurer will not pay for

- a. any distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- b. the payment of fines or penalties
- c. any distress caused by a Cyber Event

- d. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data
- e. any distress caused by any act of fraud or dishonesty by the Insured
- f. any legal liability arising from the recording, processing or provision of Data for reward or to determine the financial status of any person.

For the purposes of this Extension

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Cyber Event means

- a. any unauthorised Processing of Data by the Insured
- b. any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- c. any Network Security Failure in the Insured's Sphere

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for purpose of Processing Data.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

The liability of the Insurer under this Extension shall not exceed £1,000,000 in the aggregate during the Period of Insurance inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of any claim.

### **Summary of Cover**

Civil Liability includes Public Liability which insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by you. Cover also includes financial loss resulting from nuisance, trespass, obstruction or interference with any right of way, light air or water.

Cover is on a claims made basis and therefore covers claims made against the Insured and notified to the Insurer during the period of insurance. Ho

Abuse - The policy definition of Injury includes Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock to the full limit of indemnity under the policy (£5,000,000).

Professional Risks – the policy includes any advice given in connection with your business of Bowls Coaching as qualified by Coach Bowls Ltd

Civil Liability provides extensions for Libel & Slander and Financial Loss.

Please refer to the policy wording for full details of policy cover, terms and conditions.