

IntoSport Sports and Activities Scheme

Policy SZ/ 14316641/05

Memorandum

Reference	Applicable Section	Title
Z/417/1	Employers Liability	Terrorism Inner Limit
Z/419/1	Public and Products Liability	Terrorism Limit of Indemnity
S/001/1	Public & Products Liability	Limit of Indemnity
S/002/1	Public & Products Liability	Vessels or Craft
S/003/1	Public & Products Liability	Ministry of Defence Facilities
S/004/1	Public & Products Liability	Hazardous Club Activities
S/005/1	Public & Products Liability	Advice given for a fee
Z/381/1	Public & Products Liability	Indemnity To Officers Or Members
Z/366/1	Public & Products Liability	Exports To USA/Canada
Z/356/1	Public & Products Liability	Cloakrooms
Z/365/1	Public & Products Liability	Excess
Z/701/1	Specified All-Risks	Unattended Vehicles

**Z/417/1 Employers Liability - Terrorism Inner Limit**

The Limit of Indemnity shall not exceed £5,000,000 in respect of an act of Terrorism.

For the purposes of this limitation the Definition of an act of Terrorism is:

an act including but not limited to the use of force or violence and/or threat thereof 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) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

If The Insurer alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon The Insured.

**Z/419/1 Public and Products Liability – Terrorism Limit of Indemnity**

In respect of an act of Terrorism the Limit of Indemnity under this Section shall not exceed the limit of indemnity shown in the Schedule or £5,000,000 (whichever is the lesser).

For the purposes of this limitation the Definition of an act of Terrorism is:

an act including but not limited to the use of force or violence and/or threat thereof 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) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

If the Insurer alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the Insured.

**S/001/1 Public & Products Liability - Limit of Indemnity**

The Limit of Indemnity applicable is that shown on the certificate of insurance issued on behalf of Allianz by IntoSport. The Limit of Indemnity shall at all times be limited to a maximum of £5,000,000.

**S/002/1 Public & Products Liability - Vessels or Craft**

Exclusion 6 is amended to read as follows:

**6. Vessels or Craft**

liability arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft, sailboard, surfboard or kite surfer)

**S/003/1      Public & Products Liability - Ministry of Defence Facilities**

The Company will indemnify the Secretary of State for Defence his/her servants or agents in accordance with Clauses 8 & 9 of the Ministry of Defence Contract Conditions - Occasional use of Ministry of Defence Recreational Facilities - Reference F/Lands/428 Revised March 1984) in respect of injury, loss or damage arising out of the hire of Ministry of Defence premises by any Club, Association or Person holding insurance under this Policy

Provided that: -

- a) the Secretary of State for Defence his/her servants shall observe, fulfil and be subject to the Terms and Conditions of this Policy in so far as they can apply
- b) the Company's liabilities to the Insured and all other parties indemnified shall not exceed in the aggregate the Limit of Indemnity

**S/004/1      Public & Products Liability - Hazardous Club Activities**

This Section does not cover any liability in respect of injury, loss or damage caused by or arising from any firework or pyrotechnic displays, mechanised ride-on amusements, aerial events, bar fly or bungee jumping, bouncy castles, motorised racing events, the use of any trampolines (other than trampets), raft races or the use of any firearms organised by or on behalf of the Insured.

**S/005/1      Public & Products Liability      Advice for a Fee**

Exclusion 10 shall not apply in respect of coaching, instruction or advice provided for a fee by the Insured solely in connection with The Business stated in the Schedule.

**Z/381/1 Public & Products Liability - Indemnity To Officers Or Members**

Cover B is deleted.

The Insurer will indemnify any officer or committee member or other member of the Insured Club in their respective capacities as such as though each such 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 section.

**Z/366/1 Public & Products Liability - Exports To USA/Canada**

This Section does not cover liability in respect of Injury loss or damage caused by or arising from any Products exported by the Insured or with their knowledge to the United States of America or Canada.

**Z/356/1 Public & Products Liability - Cloakrooms**

This Section does not cover liability in respect of loss of or damage to visitors' or guests' property deposited in cloakrooms.

**Z/365/1 Public & Products Liability - Excess**

This Section does not cover the first £50 of all compensation costs and expenses payable in respect of each occurrence of loss of or damage to property.

**Z/701/1 Specified All-Risks - Unattended Vehicles**

Cover excludes Damage to Property Insured caused by theft or attempted theft of such Property from any unattended vehicle.