

Insured: It is hereby certificated that, by virtue of registration with the England and Wales Cricket Board, the above detailed registered club is covered for the following Indemnity as hereinafter defined, whilst participating in the activities of an England and Wales Cricket Board. Cover is for UK residents only.

Period of Cover: 01 February 2024 to 31 January 2025

PUBLIC LIABILITY, PROFESSIONAL INDEMNITY, EMPLOYERS LIABILITY AND DIRECTORS & OFFICERS LIABILITY INSURANCE

Primary Insurer: Sportscover Europe Limited

Policy Number: PLON99/0097170

| Policy Cover | Policy Number | Limit of Indemnity | |
|------------------------|----------------------|---------------------------|---------------------------------------|
| Public Liability | PLON99/0097170 | £15,000,000 | any one claim |
| Products Liability | PLON99/0097170 | £15,000,000 | any one claim and any period of cover |
| Professional Indemnity | PLON99/0097170 | £10,000,000 | any one claim and any period of cover |
| Employers Liability | PLON99/0097170 | £10,000,000 | any one claim |
| Directors & Officers | PLON99/0097170 | £ 2,000,000 | any one claim, and |
| | | £10,000,000 | any period of cover |
| Abuse | PLON99/0097170 | £ 2,000,000 | any one claim, and |
| | | £10,000,000 | any period of cover |

Retroactive date for Professional Indemnity, Directors and Officers and Abuse cover – 01 January 2021

Policy excess £250 for all claims resulting from a contagious disease

Cover

Cover is provided for liability for damages and legal costs arising out of Third Party loss, injury or damage, in connection with the activities of an ECB registered club and occurring within the period noted above. For Professional Indemnity, Directors and Officers Liability and abuse cover, claims must also be notified within the period noted above. Cover includes public liability, professional indemnity, liability for damage to leased and rented premises, indemnity to principals and liability arising out of goods sold or supplied including refreshments.

All incidents that may give rise to a claim in the future should be notified to the insurers through Howden UK Group at the time of incident.

PLEASE NOTE – If you hire your facilities to a third party, or employ contractors at your premises, insurers require you check that they have adequate public liability cover in force. We would recommend a minimum limit of at least £5,000,000. Copies of their insurance evidence should be retained for your records

PRINCIPAL EXCLUSIONS:

Liability arising out of:

- criminal Acts
- the ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or water-borne craft.
- product Guarantee or recall, repair or replacement.
- in connection with damage to any data.
- damage to own property.
- abuse in respect of any individual who actually commits, condones or ignores any abuse or molestation
- any statement known to be defamatory at the time of publication
- any liability under contract which is greater than the liability you would have had at law without the contract

Restricted cover applies in respect of legal actions brought in a court of Law within the USA or Canada

CYBER LIABILITY INSURANCE

Primary Insurer: Talbot Underwriting Ltd

Policy Number: B1740PGL210088000

| Policy Cover | Policy Number | Limit of Indemnity | |
|----------------------------------|----------------------|---------------------------|---------------------------------------|
| Cyber Liability | B1740PGL210088000 | £50,000 | any one event and any period of cover |
| E-theft and Funds Transfer Fraud | B1740PGL210088000 | £10,000 | any one event and any period of cover |

Policy excess £250 any one claim but Nil for incident response costs

Retroactive date for Cyber Liability cover – from the date noted above as the commencement of cover

IMPORTANT CONDITIONS:

- You will deploy and maintain commercial grade anti-virus and firewall across your network.
- You, or the Your Cloud Service Provider, will back-up critical data at least every 7 days. Where such data is copied to portable media, such portable media will be secured off-site.
- Your liability for a Loss, suffered by the you under insuring clause 1.4 (PCI Fines and Assessment Costs), is conditional on the you being compliant with the relevant Payment Card Industry Data Security Standard in relation to all circumstances leading up to the Loss.
- You shall encrypt or tokenise all third party non-public data or information for which the you are legally liable.
- You shall password protect all portable media, including but not limited to smartphones and memory sticks.

You can download FREE cyber protection online, to ensure you comply with these condition, at <https://talbot-us.cloudcare.avq.com/signup.html?pid=17639>

Failure to comply with these conditions will mean your Cyber Liability cover is suspended until such time as you can comply

LEGAL EXPENSES INSURANCE

Primary Insurer: Arag

| Policy Cover | Policy Number | Limit of Indemnity | |
|------------------------------|----------------------|---------------------------|---------------------------------------|
| Legal expenses | MP.ECB.0223 | £100,000 | any one event and any period of cover |
| Legal advice Helpline | 01384 887585 | | |
| Tax advice Helpline | 01384 885744 | | |

PRINCIPLE EXCLUSIONS

- Any claim if insurers consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and costs incurred.
- Any costs incurred in respect of any event occurring prior to the commencement of this insurance, or before insurers written acceptance of the claim, or where you are responsible for anything which in insurers opinion prejudices your case
- Where any grievance, dismissal or appeal being the subject of the dispute was not carried out in accordance with good HR practice and current employment legislation
- Claims arising from your failure to consult or follow our advice/instructions and those of the Legal Advice Helpline Service.
- Any claim where you have incurred a compensation award by non-payment of money due under the relevant contract of employment or related statutory provision.
- Any offence relating to a motor vehicle.

POLICY DOCUMENTATION

The above is intended to be a summary only; full copies of the policy wording are available upon request or at <https://www.howdengroup.com/uk-en/ecb/policy-summary-documents>.

For any queries concerning the details above, please contact Howden Insurance Brokers at cricket@howdengroup.com.

IN THE EVENT OF A CLAIM

PUBLIC LIABILITY, PROFESSIONAL INDEMNITY, EMPLOYERS LIABILITY AND DIRECTORS & OFFICERS LIABILITY INSURANCE

You must report every claim and any incident that is likely to give rise to a claim in the future.

Please contact Howden UK Group on 0121 698 8040 and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim. Do not admit liability and do not make an offer or promise to pay. Visit <https://www.howdengroup.com/uk-en/ecb/notify-incident-report-claim> for more information and to access the necessary forms.

CYBER LIABILITY

Claims and any circumstances that could give rise to a claim should notified to insurers on the above number as soon as reasonably practicable and **within 7 (seven) days** after you have become aware of such incident

Notifications to be made to: Crawford and Company

Emergency Telephone Number: 0800 376 6216 Reference "ECB"

LEGAL EXPENSES

Claims and any circumstances that could give rise to a claim should notified to insurers on the above number as soon as reasonably practicable and **within 30 (thirty) days** after you have become aware of such incident. You can submit your claim online at commercial-claims.legalim.co.uk or call 01384 377000.

ADDITIONAL INFORMATION AND CYBER SECURITY

For more information about the insurance cover that is provided to you under the ECB central scheme policies, policy documentation and details of cyber security that you can download at no cost, to ensure you are adequately protected, visit <https://www.howdengroup.com/uk-en/ecb/registered-clubs-liability-cover>.

Liability Claims Notification Requirements

Your contract of insurance does have certain conditions imposed, which may be summarised as follows:

- You are required to give insurers immediate written notice with full particulars of any claims or circumstances which may give rise to a claim, regardless of any excess that you have to bear under your policy cover, or whether you think that you may be legally liable
- Every letter, claim, writ, summons and process in connection with such circumstances must be forwarded to Howden immediately on receipt
- Written notice must be given to insurers immediately you have knowledge of any prosecution, inquest or inquiry in connection with any circumstances, which may give rise to liability under the policy

Therefore it is important that:

- An investigation of every incident should be carried out whilst those involved, including witnesses, still have a clear idea of the circumstances, and a written report should be produced
- Every incident, particularly those involving personal injury, should be reported to us immediately it happens and we will advise you what to do next. Please ensure procedures are in place for all documentation to reach us as quickly as possible

In order to achieve this, we would ask that you notify us immediately of any incident that involves:

- A fatal accident
- An injury involving either referral to or actual hospital treatment
- Any allegations of libel/slander
- Any allegations of professional negligence ie arising out of tuition, coaching or advice given
- Any circumstance that has triggered an investigation under your safeguarding policy
- Any circumstance involving damage to third party property

An injury is defined as:

- Any head injury that requires medical treatment (doctor or hospital)
- Any fracture other than to fingers, thumbs or toes
- Any amputation, dislocation of the shoulder, hip, knee or spine
- Loss of sight (whether temporary or permanent)
- Any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours
- Loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Howden claims department for further advice.

We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of insurers and COULD result in the withdrawal of any indemnity.

Finally, please note that this is a liability policy where insurers decide if negligence attaches to you. Therefore any payments you make to third parties will not necessarily be reimbursed.

Incident Recording Guidelines

- We would recommend that a designated person within your organisation is made responsible to record any reportable accident. Records must be kept for at least 6 years (and significantly longer where the incident involves a minor). Names and addresses of any possible witnesses should also be recorded
- Businesses are legally obliged to have an accident book which is compliant with data protection legislation. The book is available from HSE Books
- The accident book must contain the following information relating to all reportable accidents or dangerous occurrences:
 - Date and time of accident
 - As regards a person at work - full name; occupation; nature of injury; age
 - As regards a person not at work - full name; status (eg customer); nature of injury; age
 - Place where accident occurred
 - A brief description of the circumstances
 - Method by which the event was reported

Reporting Incidents to Health & Safety Executive

You may also have obligations under the RIDDOR regulations to report incidents to the HSE. For further information visit the [HSE website](#).

Potential Abuse Claims

Howden Sport, Recreation and Equine have produced specific guidance regarding the notification of circumstances of abuse and poor practice, to help you comply with insurer's terms and conditions.

Full details of this guidance can be found at:

<http://www.howden-sites.co.uk/uploads/documents/docs//Safeguarding-in-Sport-HUG-BJLLP.pdf>

If you have any queries about this or notification of circumstances and claims in general, please speak to your usual contact.