AXA

XL Insurance

Sport & Leisure

Schedule

Combined Sport & Leisure Insurance – Affinity

Form CSL-A 0724 - STB

July 2024

Schedule

Policy Details:

Unique Market Ref:	B0334SC3342025714
Policy No:	**XLC-BJJ-2101-0426**
Wording:	Combined Sport & Leisure Insurance - Affinity (CSL-A 0724 – STB)
Insured:	**Registered Instructors of The British Ju Jitsu Association GB**
Insured's Address:	5 Avenue Parade, Accrington, Lancashire, BB5 6PN
Business:	**Instructing Ju Jitsu to Adults & Children of all ages & abilities, including Sparring; In-house competitions; events; and demonstrations.**
Period of Insurance:	**From: 30th April 2026** **To: 29th January 2027** Both dates Inclusive local standard time at the **Insured's** address stated above This policy will not automatically renew: notice is hereby given that cover will terminate and not be renewed at the expiry date unless a new agreement is reached between the **Insurer** and the **Insured**.

Property:

Wording Applicable:	CSL-A 0724 – STB (Affinity)

Material Damage Section — Not Operative

Specifications

Sports and Business Equipment

Description:	All Risks Property Damage
Sum Insured Full Value:	GBP N/A
Item Limit:	GBP N/A
Excess:	GBP N/A

Liability Section — Operative

Covered Jurisdictions: **United Kingdom**

Wording Applicable:	CSL-A 0724 – STB (Affinity)

Public Liability Sub-Section — Operative

Limit of Liability:	**GBP 10,000,000** any one **Occurrence**	
Extension:	Pollution Liability:	**GBP 5,000,000** any one **Occurrence** and in the aggregate
Trigger:	Incidents Occurring During	
Occurrence Limit:	Combined	
Excess:	**GBP 100**	
	Applicable in respect of:	Injury, Third Party Property and Defence Costs
Defence Costs:	Inclusive	
Retroactive Date:	Not Applicable	
Business Premises:	The **Business** is carried on from premises in the following territories and no others for the purposes of this Section: **United Kingdom**	

Product Liability Sub-Section — Operative

Limit of Liability:	**GBP 10,000,000** any one **Occurrence** and in the aggregate	
Extension:	Pollution Liability:	**GBP 5,000,000** any one **Occurrence** and in the aggregate
Trigger:	Incidents Occurring During	
Occurrence Limit:	Combined	
Excess:	**GBP 100**	
	Applicable in respect of:	Injury, Third Party Property and Defence Costs
Defence Costs:	Inclusive	
Retroactive Date:	Not Applicable	
Products sold in or supplied to:	**United Kingdom**	

Employers' Liability Sub-Section — Not Operative

Limit of Liability:	**GBP N/A** any one **Occurrence**
	Subject to the following sub-limits which shall be part of and not in addition to the above limit:
	Terrorism: **GBP N/A** any one **Occurrence**
	Asbestos: **GBP N/A** any one **Occurrence**
Trigger:	**Injury** Caused During
Occurrence Limit:	Protected
Defence Costs:	Inclusive

Professional Liability Sub-Section — Operative

Limit of Liability:	**GBP 5,000,000** any one **Occurrence** and in the aggregate
	Subject to the following sub-limits which shall be part of and not in addition to the above limit:
	Breach of Confidentiality: **GBP 100,000** any one **Occurrence** and in the aggregate
	Excess: **Nil**
	Breach of Copyright: **GBP 100,000** any one **Occurrence** and in the aggregate
	Excess: **Nil**
	Libel and Slander: **GBP 250,000** any one **Occurrence** and in the aggregate
	Excess: **Nil**
Trigger:	Claims Made and Notified – Reporting Period 60 Days
Occurrence Limit:	Protected
Excess:	**GBP 100**
	Applicable to **Defence Costs**
Defence Costs:	Inclusive
Territorial Limits:	**United Kingdom**
Retroactive Date:	**30.04.2022**

Directors & Officers Liability Sub-Section — Not Operative

Wording Applicable:	Governance Management Liability – SL-0823-POLICY-UK&L
Limit of Liability:	**GBP N/A** any one **Occurrence** and in the aggregate Subject to the following sub-limits which shall be part of and not in addition to the above limit: Employment Practices Wrongful Act: — **GBP** N/A any one **Occurrence** and in the aggregate Excess: n/a Entity Cover: — **GBP** N/A any one **Occurrence** and in the aggregate Excess: **GBP 250**
Trigger:	Claims Made and Notified – Reporting Period 60 Days
Occurrence Limit:	Combined
Excess:	**GBP 250** Applicable to **Defence Costs**
Defence Costs:	Inclusive
Territorial Limits:	**United Kingdom**
Covered Jurisdictions:	**United Kingdom**
Retroactive Date:	

Notification of Claims and Circumstances to:

AXA XL
Crisis Management
20 Gracechurch Street
London
EC3V 0BG

E-mail: Shadan.Shirkhani@axaxl.com

Signature: 

This document has been issued by Pulse Sport and Leisure under authority from AXA XL Insurance Company UK Limited.

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Authorised & Regulated by the Financial Conduct Authority for non-investment insurances (FCA Register No. 308626).
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Registered in England & Wales No. 3492137

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Endorsements

Abuse Extension – Claims Made

Other than in accordance with the terms of this extension, there shall be no cover under this policy or any endorsement thereto for loss, damage, liability, cost or expense arising out of or relating to actual or alleged physical, sexual or psychological abuse of any person or the failure to prevent the same.

(a) **Cover**

Subject to all the terms and conditions of this policy (including the exclusions applicable to the Liability Sub-Sections), cover is extended under the Public Liability Sub-Section to include cover for all sums which the **Insured** is legally liable to pay as damages (including claimants' costs, fees and expenses) for **Injury** in the conduct of the **Business** which arises from the physical, sexual or psychological abuse of any person (or the failure to prevent the same) happening in the **United Kingdom**, provided that the liability arises from **Claims**:

(i) made against the **Insured** in the **United Kingdom**;

(ii) first made against the **Insured** during the **Period of Insurance**; and

(iii) in respect of abuse, or failure to prevent the same, happening after the Abuse Prior Acts Date and before the end of the **Period of Insurance**.

The Abuse Prior Acts Date is 30th April 2023.

The **Insurer** will also pay **Defence Costs**, provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any **Claim**, suit or proceedings. **Defence Costs** will be payable as part of, not in addition to the Limit of Liability under this Extension.

(b) **Limit of Liability and Excess**

The Limit of Liability under this extension shall be **GBP 1,000,000** any one **Occurrence** and in the aggregate for the **Period of Insurance**. The **Excess** for this extension shall be **GBP 500.00**.

(c) **Special Condition**

The **Insurer** shall have no liability under this extension unless the **Insured** has complied with all applicable laws and regulations (including those relating to the employment and supervision of staff and the carrying out of CRB, DBS and SCRO checks) and taken all other reasonable steps to prevent abuse.

(d) **Special Exclusions**

(i) There shall be no cover under this extension for any person who commits, condones or ignores abuse.

(ii) This policy does not apply to or include cover for or arising out of or relating to criminal investigations or inquiries relating to abuse.

(iii) There shall be no cover under this extension for any **Claim** based upon or arising out of any **Occurrence** or circumstance likely to give rise to a **Claim** of which the **Insured** had knowledge (or otherwise had a reasonable basis to anticipate might result in a **Claim**) prior to the earlier of: (1) the inception of this policy; or (2) the inception date of the first coverage of this type the **Insurer** has issued to the **Insured**, provided that the **Insurer** has written continuous coverage for the **Insured** from such date to the inception date of this policy.

Schedule

Endorsements

ADDITIONAL CONDITIONS:
Cover under all individual policy Sub-Sections is subject to the following additional conditions:

1. No one shall be allowed to participate whilst under the influence of alcohol or drugs.
2. No one shall be allowed to take part against medical advice.
3. Any additional activities provided on a direct or sub-contracted basis are referred to insurers for prior approval.
4. A qualified First Aider is present at all times.
5. All Instructors must be qualified and insured in accordance with BJJAGB Rules and Regulations.
6. All Instructors with access to children or vulnerable adults must have a current DBS (or National Equivalent) Certificate.
7. BJJAGB Rules and Regulations are to be complied with at all times.
8. The Instructor to Student ratio must not exceed BJJAGB Rules and Regulations.
9. The Parent or Guardian of all children aged 3 or 4 must remain in the Hall during Classes.
10. The following must be in place for the Abuse Cover to be valid:
    - Written Policy on the Protection of Children & Vulnerable Adults.
    - Written Anti-Bullying Policy.
    - Documented Instructions to Coaches/Instructors/Team Officials on the protection of Children or Vulnerable Adults.
    - Written Instructions on managing behaviour & acceptable restraint.
    - A documented method to ensure continued compliance with regulations & guidance on the protection of Children & Vulnerable Adults.
11. All apparatus and equipment is maintained in accordance with manufacturer's recommendations and regularly checked, with any defects found being rectified prior to further use. Checks and findings are to be recorded.
12. Training area is risk assessed on a regular basis, recorded with any defects found and remedied prior to further use.
13. Suitable Personal Protective Equipment is worn when sparring.

In the event of breach of the above Additional Condition(s), **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

MAIN EXCLUSIONS:

1. Excluding injury or damage caused by or arising from any Treatment given by or on behalf of the insured (except Emergency Aid administered by a qualified First Aider).
2. Excluding all activities other than those disclosed to Underwriters.
3. Excluding Participant to Participant Liability.
4. Excluding all deliberate or intentional Acts.
5. Excluding the use of all sharp/live blades.
6. Coronavirus Absolute Exclusion
   Notwithstanding any other provision (including any communicable disease extension), no cover is provided under this policy for any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.
   This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:
   (i) any fear or threat (whether actual or perceived) of; or
   (ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of; coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.'

NOTES:

Personal Accident Insurance:
Playing or participating in any sporting activity carries its own risks. Martial arts is a contact sport, and accidents happen, with potentially devastating effects.

Personal Accident Insurance is readily available, and Members are encouraged to take responsibility for their own personal circumstances and consider purchasing a tailor made, individual personal accident policy, to protect their income and assets in the event of an injury sustained whilst participating in their chosen martial art.

Participant to Participant v Member to Member Insurance.
Under the PL/PI Insurance are Clubs and Members covered for Participant-to-Participant Liability and/or Member to Member Liability and what is the difference?

Participant to Participant:
The policy excludes any Personal Injury caused and/or contributed to, by any participant in a bout, sparring or any other contact situation, to another participant.

Participant to Participant is the Liability of one Participant to another e.g. a Participant injures an opponent in a bout, sparring or contact situation and as a result, the opponent brings an action against them. This is NOT covered.

Member to Member:
A Member is defined as any member, temporary player or other person actively engaged in and appropriately registered for the purpose of taking part in the insured martial art.

Member to Member cover is the liability of one Member to another Member, when they are NOT participating in a contact situation within the insured martial art e.g. a member accidentally shuts another member's fingers in the door of the dressing room.

So, in summary, **Member to Member** Liability **is covered** but **Participant to Participant** Liability **is excluded**.

Sub Note:

Whilst Participant to Participant liability is specifically excluded, an injured opponent still has the opportunity to bring an action against the Club and/or an Instructor at the Club, in a bid to secure compensation for his/her injuries, however, in order to be successful they must provide proof that their injury was caused as a result of a negligent act by the Club and/or Instructor.



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