

SCHEDULE OF COMBINED INSURANCES

Policy Details:

Unique Market Reference: B0334SC3342018389
Policy No.: CC-0003108-PXLC
Wording: Combined Sport & Leisure Insurance (IRE)
Insured: Irish Shotokan Institute (4 Clubs):
Dublin City University, Glasnevin, Dublin 9
University College Dublin, Belfield, Dublin 4
Hombu Dojo, 53 Aungier Street, Dublin 2
St Brigid's Karate Club, Castleknock, Dublin 15

Insured's Address: C/O Marie Woods
28 Saint Pappins Green
Glasnevin
Dublin 11

Business: Martial Arts Club
Period of Insurance: 07/01/2020 – 06/12/2020
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**

Public Liability

Limit of indemnity: € 6,500,000 Any one Occurrence
Extension: Pollution Liability €250,000.00
Trigger: Incidents Occurring During The Period of Insurance
Excess: €500.00
Applicable to **Injury** and **Damage**
Applicable to **Defence costs**
Defence Costs: Inclusive
Business Premises: The business is carried on from premises in the following territories and no others for the purposes of this section:
Republic of Ireland.
Cover jurisdictions: Republic of Ireland.

Professional Liability

Limit of Liability: €1,300,000 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: €250,000 any one Occurrence and in the aggregate
Breach of Copyright: €250,000 any one Occurrence and in the aggregate
Libel and Slander: €250,000 any one Occurrence and in the aggregate
Trigger: Claims Made and Notified During The Period of Insurance – Reporting Period 60 Days
Occurrence Limit: Protected
Defence Costs: Inclusive

Retroactive Date: 07/01/2020
Excess: €500.00

Cover jurisdictions: Republic of Ireland.

Premium:	€1,173.85
Insurance Levy at 5%	€61.78
Total Premium including levy excluding Agent/Admin fee:	€1,235.63

Notifications of claims and circumstances to:

Please note that all claims should be notified within 14 days of the incident.

XL Catlin Claims Department
XL Insurance Company SE.
20 Gracechurch Street
London
EC3V OBG

E-mail:

James.Good@xcatlin.com
Jonathan.Kelly@xcatlin.com

**All enquires (other than claims) should be addressed to the Coverholder with details as below.
Please note that the Coverholder acts as the agent of the Underwriters XL Insurance Company SE.**

O'Driscoll O'Neil DAC
17 Herbert Place
Dublin 2
Ireland
DO2FP52

E-mail:

info@odon.com

Signed by:



As authorised by:

Paul Jardine
Director
XL Insurance Company SE.



DATE:06/01/2020

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Schedule

Endorsements

Minimum & Deposit

It is hereby noted and agreed that this premium is minimum and deposit adjustable at year end on the rates charged on the projected figures provided.

10 Sports Instructors

Additional Conditions

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

- (a) all activities including those on a subcontracted basis must be disclosed to **Us**;
- (b) any new activities including those provided on a sub contracted basis are referred to **Us** for prior approval;
- (c) anyone who is visibly intoxicated and/or taken any drugs shall not be permitted to participate;
- (d) all instructors and leaders hold the correct National Governing Bodies (NGB) qualification or have had an appropriately NGB-qualified technical advisor assess them. Where there is no relevant NGB qualification, all instructors and leaders have received appropriate training and assessment for, or are appropriately experienced to undertake instruction in the activities concerned;
- (e) all activities are supervised by trained and experienced instructors;
- (f) all equipment is checked for damage prior to hire and/or use;
- (g) the Insured shall only use subcontractors who have adequate Public Liability Insurance, which must include an "Indemnity to Principal" extension (which extends cover to **You**), with a limit of liability of no less than the **Insured's**, and the **Insured** shall obtain written proof of such;
- (h) all activities must be Risk Assessed and documentary evidence of such must be permanently kept by the **Insured**;
- (i) the **Insured** shall obtain a signed 'suitability to participate' form from all participants declaring their fitness, existing Injuries and/or any medical conditions. A copy of said declaration must be retained by the **Insured** and made available for **Insurers** upon request. In respect of persons under sixteen (16) years, a counter signature by the parent or guardian is mandatory. A copy of said declaration must be retained by the **Insured** and made available for **Insurers** upon request;
- (j) all participants must complete and sign a declaration to confirm that: a) they have been given a safety briefing / briefed on the risks involved; b) that they accept that these activities are dangerous and can result in death and/or injury; and c) that they accept the risks involved and are responsible for their own actions and/or involvement. In respect of persons under sixteen (16) years, a counter signature by the parent or guardian is mandatory. A copy of said declaration must be retained by the **Insured** and made available to **Us** upon request;
- (k) all equipment must be operated in accordance with manufacturers' recommendations;
- (l) first aid facilities must be made available while instruction is being provided by the **Insured**;
- (m) emergency procedures must in place including one for missing children if instruction is provided to children by the **Insured**;
- (n) the maximum ratio allowed of coaches:participants is 1:20, except for water-sports where a maximum ratio of 1:8 only is allowed, or for children aged 4 to 6 where the maximum ratio is 1:6;
- (o) All participants must be over the age of 4 years old;

(p) all participants of any water activity must wear appropriate buoyancy aid(s);

Additional Exclusions

Cover under the Liability section is subject to the following additional exclusions:

- (a) the carriage of passengers;
- (b) use of pyrotechnics, explosives, fireworks and/or similar;
- (c) any **Injury** or **Damage** suffered by one participant or **Member** caused by another participant or **Member** in any sport or activity under the direction of the **Insured** where physical contact between participants or **Members** is an accepted part of play (including but not limited to, for example association football/soccer, Australian rules football, American football, camogie, floorball, Gaelic football, handball, hockey, hurling, ice hockey, lacrosse, martial arts, rugby league, rugby union and water polo).

27 Participant vs Participant - Contact Sports

This policy does not apply to or include cover for or arising out of any liability of the **Insured** or any person insured in respect of **Injury** and/or **Damage** suffered by one **Participant** and caused by another **Participant** whilst engaged in **Contact Sports**.

For the purpose of this exclusion:

- i. '**Participant**' means any person engaged in an activity under the direction of the **Insured** or any person insured or any person using the **Insured's** facilities;
- ii. '**Contact Sports**' means any sport or activity in which physical contact between players or participants is an accepted part of play including but not limited to association football/soccer, Australian rules football, American football, basketball, camogie, floorball, Gaelic football, handball, hockey, hurling, ice hockey, lacrosse, martial arts, rugby league, rugby union and water polo.

32 Martial Arts

This policy does not apply to or include cover for or arising out of any disciplines which do not consist of the following activities. For clarification this policy does not provide cover for Mixed Martial Arts, Cage Fighting or any similar activities which consist of combinations of the below disciplines:

- i. Aikido
- ii. Budo/Bujitsu
- iii. Capoeira
- iv. Chinese Arts
- v. Choi Kwang Do
- vi. Escrima
- vii. Full Contact/Kickboxing
- viii. Hapkido
- ix. Ju Jitsu
- x. Judo
- xi. Karate
- xii. Kendo/Iaido
- xiii. Kobudo
- xiv. Krav Maga
- xv. Kung Fu
- xvi. Ninjitsu
- xvii. Sooyang Do
- xviii. Taekwondo

- xix. Tang Soo Do
- xx. Thai Boxing