

## Commercial Select Renewal Schedule

Your insurance policy is renewed from 1st July 2023.

Please note that the premium, terms and conditions of your policy have been based on the details you have given us. If there have been any alterations to those details it is important that you tell us about them so that your cover remains operative. If you have any doubts about what you should tell us, please contact your insurance adviser.

Policy Number: 14/SZ/29216723/07

Agreement Number: Not Applicable

Account Number: 14/11199

Insurance Adviser: Towergate (Henley) IBA 281

The Insured: BRITISH TAEKWONDO COUNCIL LTD (BRITISH TAEKWONDO COUNCIL)

Postal Address: THE UNIT  
35 VICTORIA LANE  
HARLINGTON  
HAYES  
UB3 5EW

Effective Date: 01/07/2023

Renewal Date: 01/07/2024 at 12.00 hrs

Business Description: PARTICIPATION & INSTRUCTION OF TAE KWON DO

Clauses applicable to the whole policy (please refer to the Clause Details for full wordings)

S/1/1 Insured Persons

S/3/1 Cover Amendments

S/7/1 Personal Effects Extension

Z/1818/1 War Exclusion

Z/1822/1 Cyber and Data Events Exclusion

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### Public Liability Section

Limit of Indemnity: £10,000,000

Number of Premises: 1

Third Party Property Damage Excess NIL

**Clauses applicable to this Section (please refer to the Clause Details for full wordings)**

S/2/1 Emergency Instructor cover

S/4/1 Clause specific to Clubs

S/8/1 Abuse and Molestation

Z/1774/1 Communicable Disease Exclusion

Z/1841/1 Extensions - Data Protection Act Amendment

## Personal Accident

### Insured Persons Categories

A

See Clause

Operative Time

Business Travel outside or within the United Kingdom

### Part 1. Accident Cover Scale of Compensation

| Item Description                                                 | Sum Insured |
|------------------------------------------------------------------|-------------|
| 1. Death (Fixed)                                                 | £50,000     |
| 2. Loss of Sight One Eye/One Limb/Hearing One Ear/Speech (Fixed) | £50,000     |
| 3. Loss of Sight Both Eyes/Limbs/Hearing Both Ears(Fixed)        | £50,000     |
| 4. Permanent Total Disablement (Fixed)                           | £50,000     |
| 5. Temporary Total Disablement (per week) - Fixed                | £200        |
| 6. Temporary Partial Disablement (per week)                      |             |
| Deferment Period for Items 5 and 6 (days)                        | 14          |
| Maximum Benefit Period for Items 5 and 6 (Weeks)                 | 52          |

**Maximum Benefit anyone Insured Person**

|                                    |         |
|------------------------------------|---------|
| Max Benefit Items 1-4 (per person) | £50,000 |
| Max Benefit Items 5-6 (per week)   | £1,000  |

**Accumulation Limits**

|                                               |             |
|-----------------------------------------------|-------------|
| Aircraft Accumulation Limit                   | £10,000,000 |
| Event Accumulation Limit                      | £10,000,000 |
| Non-Scheduled Air Accumulation Limit          | £2,000,000  |
| Contamination by Terrorism Accumulation Limit | £5,000,000  |

**Clauses applicable to this Section (please refer to the Clause Details for full wordings)**

S/5/1 Personal Accident - Cover Extensions

S/6/1 TTD Cover Restriction

SZ/836/2 OPERATIVE TIME

**Clause Details****S/1/1 Insured Persons**

The definition of Insured Persons included in category A is amended to read as follows:-

Instructors of the Insured and Associated Clubs

**S/3/1 Cover Amendments**

The following amendments are made to the General Exclusions and Policy Sections shown:-

General Exclusions:-

The following exclusions are added:

5. Professional Sportspersons.

Professional Sportspersons other than coaching, teaching or in an official capacity

6. Weapons

Loss, injury, accident directly or indirectly out of or in connection with the use of weapons, unless specified in the schedule

Section Condition The following Condition is added:

4. Certificate of Public Liability If this Policy or Section is cancelled any Certificate of Instructors Public Liability Insurance issued hereunder is similarly cancelled from the same date and must be removed from display.

#### **S/7/1 Personal Effects Extension**

It is hereby stated that cover under this Section extends to include the replacement of clothing or personal items inclusive of Members training equipment up to a sum insured any one loss of £250 if stolen whilst the Member is training at a British Taekwondo registered venue and in the absence of the Member having alternative insurance in place.

#### **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)

#### **S/2/1 Emergency Instructor cover**

It is hereby stated that the Public Liability Section of the Policy is extended to indemnify Emergency Instructors providing such instructors are of a level of competence and experience agreed by the Insured.

The maximum Limit of Indemnity under this extension of cover is £1,000,000.

#### **S/4/1 Clause specific to Clubs**

The following amendments are made to the Policy Section shown:

Public Liability Section

Cover

The following paragraphs are added:

L. Cloakroom Liability. Exclusion 7 shall not apply to members visitors or guests property deposited in the cloakroom at the Insured's premises. Provided that:

- a. either
  - i. an attendant engaged by the Insured shall be continuously on duty in such cloakroom when it is in use, or
  - ii. such property is kept in an enclosed locked room when unattended
- b. The Insurers liability for all compensation payable in respect of
  - i. all loss of and damage to property deposited by any one person is limited to £150
  - ii. all loss of and damage to property occurring during any one Period of Insurance is limited to £1,000

#### **M. Member to Member Liability**

The Insurer will indemnify any officer or committee member or member of the club or the association or its officials including coaches referees and safety officials in their respective capacities as such as though each 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 the Section in so far as they can apply
- b. The Insurers liabilities to the Insured and all parties indemnified shall not exceed in the aggregate the Limit of Indemnity specified in the Schedule

#### **N. Car Park Liability**

Exclusion 7 shall not apply to vehicles belonging, loaned or hired to members or visitors whilst in the car park situate at the club or association Premises. Provided that

- a. this Section does not cover liability in respect of loss of



accessories or contents of any vehicle unless lost with such vehicle

b. the Insurers liability for all compensation payable in respect of

i. all loss of and damage to any one vehicle is limited to £2,500

ii. all loss of and damage to vehicles occurring during any one Period of Insurance is limited to £10,000

#### Exclusions

The following Exclusions are added:

14. Abuse This Section does not cover liability in respect of injury arising directly or indirectly out of or in connection with

#### **S/8/1 Abuse and Molestation**

This Policy does not cover legal liability arising out of Abuse

For the purpose of this exclusion Abuse means:

A. any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind

B. any other act of ill treatment, maltreatment, restraint, violence, neglect, bullying, mental and/or physical cruelty, confinement, restriction of liberty, constraint, humiliation or discrimination, coercion, harassment or pressure of any kind.

#### **Z/1774/1 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:

##### **F. 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.

#### **S/5/1 Personal Accident - Cover Extensions**

It is hereby stated that cover under this Section extends to cover reasonable travel expenses for relatives, following medical treatment to Junior Members, up to a maximum of £250 per injury requiring medical attention.

**S/6/1 TTD Cover Restriction**

It is hereby stated that Benefit Item 8 in respect of Temporary Total Disablement (TTD) following an accident is restricted to persons aged 18 years and over engaged in full time employment contrary to anything otherwise stated herein

**SZ/836/2 OPERATIVE TIME**

The OPERATIVE TIME for INSURED PERSONS in category A s amended to read as follows:

While an Insured person is taking part in organised Taekwondo training, grading, assessments or competitions organised by the Insured.

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