

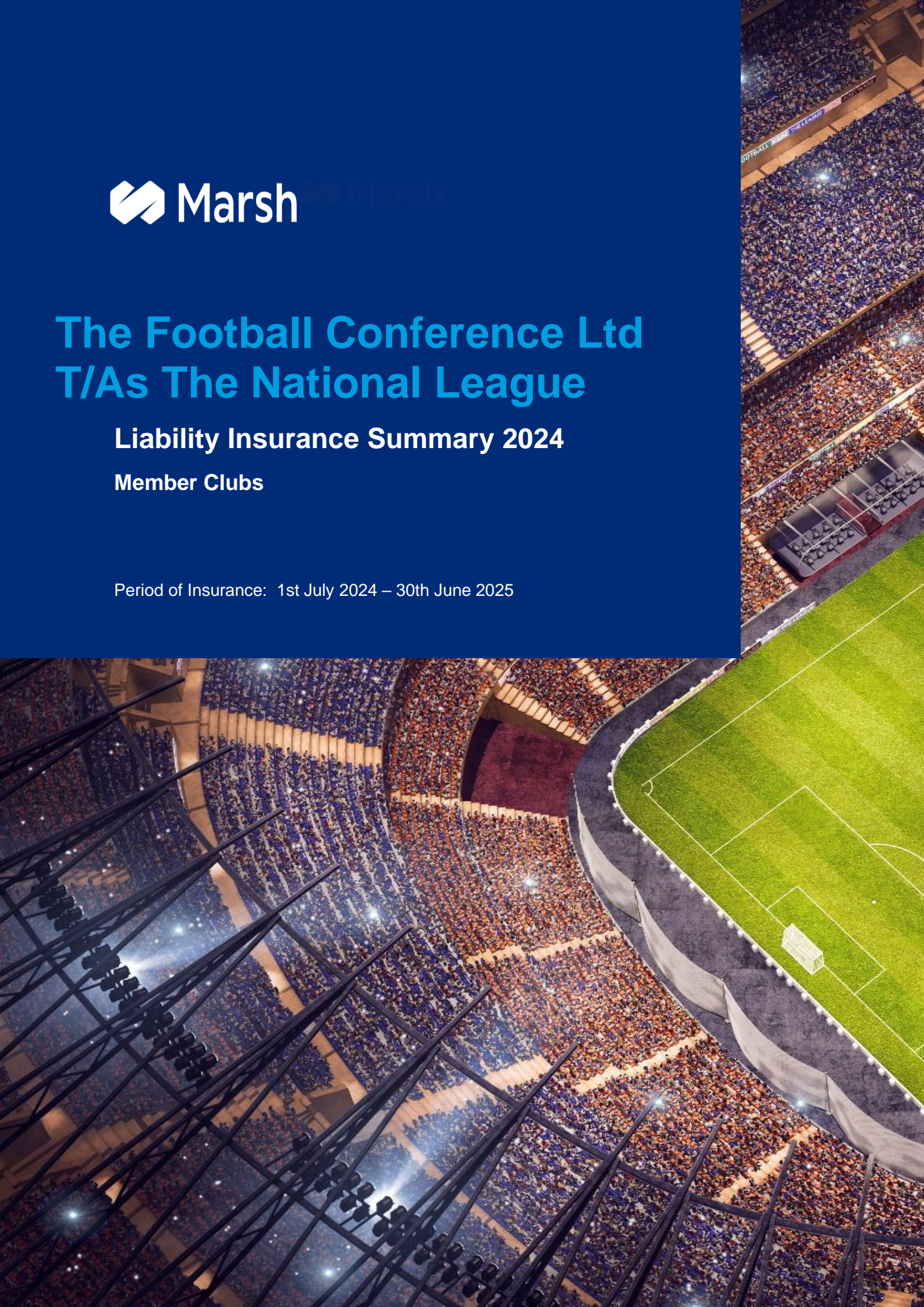


The Football Conference Ltd T/As The National League

Liability Insurance Summary 2024

Member Clubs

Period of Insurance: 1st July 2024 – 30th June 2025



Contents

Introduction.....	3
Claims Procedures.....	4
Summary of Policy Cover.....	6
Employers' Public and Products Liability	7

Introduction

This document contains information regarding the liability insurances arranged on behalf of the National League and Member Clubs, Community Trusts and Foundations. It is intended to be a summary of the principal features of the covers and does not provide full detail of all Terms and Conditions. If you should require more detailed information on any aspect of the cover or have specific questions regarding policy coverage we encourage you to contact the Marsh Sport Team highlighted below.

Key Points of Contact

Marsh Sport, Castlemead, 13th Floor, Lower Castle Street, Bristol, BS1 3AG

Name	Responsibility	Direct Line
<i>Elliott Mounsey</i>	Head of Football Marsh Sport E-mail: elliott.mounsey@marsh.com	07884 738387
<i>Jacqui Mitchell</i>	Senior Client Adviser day-to-day service contact E-mail: jacqui.mitchell@marsh.com	0121 623 1158 07585 813817
<i>Jenny Holmes</i>	Senior Claims Handler E-mail: jenny.holmes@marsh.com	0113 394 2287 07385 403946
<i>Daniel Thompson</i>	Head of Sport Marsh Sport E-mail: daniel.thompson@marsh.com	07469 350254

Claims Procedures

The key reason for buying insurance is to ensure that your club is protected in the event of an incident occurring for which you may be held liable. It is therefore important to be aware of the principal policy terms shown in this summary.

The following guidelines apply to the liability insurances we place for you and if more detailed advice is required, please consult Marsh Sport.

To notify a claim / incident / potential claim please contact Marsh Sport without delay on **0345 872 5060** or at marshsport@marsh.com.

You should not admit liability under any circumstances as the insurers will respond to all allegations on your behalf.

Employers' and Public Liability Claims (including Player v Player)

Notification

The policies advise that you should notify Marsh Sport (see page 3 for contact details) as soon as possible and where possible in writing with full particulars of any:

- all incidents that occur that might lead to claims being made against your club or organisation
- actual claims or proceedings issued against your club, organisation or personnel

Examples of legal liability incidents will include but not be limited to those which involve or result in:

- fatality or serious injury including on-field incidents
- summoning an ambulance; hospital treatment or other medical attention
- an employee being absent from work for a period of more than three days following an incident.
- damage to third party property

Timetable

The Ministry of Justice stipulates an Insurer in respect of legal liability matters only has:

- 21 days to reply to a solicitor's initial Letter of Claim
- thereafter 90 days in which to complete their investigations and come to a conclusion on liability.

Failure to comply with these deadlines could result in proceedings being issued (which significantly increases the cost of a claim) or penalties becoming payable, so it is vital that notification happens as soon as possible.

Do not:

- admit liability
- or enter into correspondence with the claimant or their representative / insurer

In order that the requirements of the Ministry of Justice are met, it is essential that any incident involving injury of a Third Party is notified to your insurers immediately. Any correspondence received, making a formal injury claim against you, must be emailed to Marsh Sport, immediately upon receipt.

Do

- Record all incidents of injury in a GDPR approved accident book
- Retain copies of incident reports / correspondence etc.
- Notify Marsh Sport as soon as practicably possible of all incidents

Always:

- Forward any correspondence you have received to Marsh Sport unanswered and without delay. All forms and correspondence can be sent to Marsh Sport as follows:

Day to Day Claims Administration:

Jenny Holmes National League Account Claims Manager 0113 394 2287
and day-to-day claims contact 07385 403946

E-mail: jenny.holmes@marsh.com

Please note that failure to report a claim or a potential claim immediately could result in indemnity under this policy being withdrawn by the insurers.

Summary of Policy Cover

Employers' Public and Products Liability

RISKS INSURED

Employers' Liability, Public Liability and Products Liability

PERIOD

1st July 2024 to 30th June 2025 both days inclusive

COVER

Employers' Liability

Liability to all Employees, including volunteers (e.g. stewards, safety officers & match day personnel)

Indemnity £25,000,000 any one occurrence including costs and expenses but £5,000,000 any one event in respect of injury occurring Offshore

Public Liability

Liability to Third Parties for bodily injury or loss of or damage to their property

Indemnity £10,000,000 any one occurrence or series of occurrences due to or arising out of one originating cause irrespective of the number of Persons Insured claiming to be indemnified

Products Liability

Liability to Third Parties in respect of goods sold or supplied

Indemnity £10,000,000 any one occurrence or series of occurrences due to or arising out of one origination cause irrespective of the number of Persons Insured claiming to be indemnified but the Limit of Indemnity shall apply in the aggregate to all occurrences in the Policy of Insurance

Pollution Liability

Indemnity £10,000,000 any one occurrence or series of occurrences due to or arising out of one originating cause irrespective of the number of Persons Insured claiming to be indemnified

In respect of Seepage Pollution and Contamination the limit of liability shall apply in the aggregate to all occurrences in the Period of Insurance

Player to Player Liability

Indemnity £250,000 any one occurrence

The policy automatically covers all Subsidiary Companies and their football related activities and, in addition, in respect of activities described to Insurers, will provide an indemnity to Member Clubs and to whichever of the Clubs' legal entities is carrying out the activities concerned.

GEOGRAPHICAL LIMITS

Worldwide

COURTS OF JURISDICTION

England & Wales

POLICY EXCESSES

Employers' Liability	Nil
Public, Products & Pollution Liabilities	£2,500 each and every claim £500 each and every claim in respect of The National League Trust and Member Clubs Charitable Foundations, Community Trusts & C.I.C's
Policy Excess payments capped at £15,000 any one club in the aggregate	

PRINCIPAL EXTENSIONS

Cover includes:

- Health & Safety at Work Act 1974 / Defective Premises Act 1972
- Contingent Motor Liability
- Employees' Unsatisfied Court Judgements
- Libel & Slander subject to a limit of £250,000 in the aggregate during the Period of Insurance including all Defence Costs.
- Employees' Personal Liability (whilst on Club business overseas)
- Other sports / activities / events, as declared to Insurers, carried out at a Member Clubs' premises. NB. Cover is restricted to liability as Property Owners, Sports Facility Owners, Operators or Providers only
- Corporate Manslaughter and Corporate Homicide Act 2007
- Terrorism

Charitable and Community Trusts and C.I.C.'s

Includes the Member Clubs' liability arising out of participation in these activities

Medical Malpractice

It is noted and agreed that the Member Clubs retain the services of various medical staff including but not limited to Club Doctors and Physiotherapists. The indemnity provided by this policy will respond in the event that separate Professional Indemnity / Medical Malpractice insurance is not already in force.

Subject to:

- Limit of Indemnity £1,000,000 inclusive of costs and expenses in the aggregate
- Excess £1,000 each and every loss
- Retroactive date: 1st July 2023

Important Note

The Chartered Society of Physiotherapy insurance arrangements for its Members' does not provide indemnity for physiotherapists treating players from the top two tiers of English Football i.e. The Premier League and Football League Championship and equivalent Leagues Worldwide. Therefore, if a National League club has a player on loan from a club at such a level then this cascades.

Drones

Cover includes liability arising from the ownership, possession, or use by or on behalf of the Insured or an Employee of the Insured of any Small Unmanned Aircraft (Drone).

Provided always that:

- a) the Club or any person acting on their behalf complies with the operating and licensing provisions of the Civil Aviation, Air Navigation Order in respect of the use of a Drone in Great Britain and Northern Ireland.
This shall include but not be limited to ensuring that the Drone is never used near aircraft, helicopters, airports, airfields, and overhead power lines.
- b) permission has been obtained from the Civil Aviation Authority (CAA) to operate the Drone if being used for Aerial Work
- c) the operator has received appropriate training in the use of a Drone
- d) the operator must maintain direct, unaided visual line-of-sight contact with the Drone sufficient to monitor its flight path in relation to other aircraft, persons, vehicles, vessels and structures for the purpose of avoiding collisions
The Drone must not be flown:
 - i. further than 500 metres horizontally and 400 feet vertically of the operator's visual line of sight. Any operations beyond these distances must be approved by the CAA
 - ii. over, or within 150 metres of, any congested area
 - iii. over, or within 150 metres of, any organised open-air assembly of more than 1,000 persons
 - iv. within 50 metres of any vessel, vehicle or structure which is not under the control of the operator
 - v. within 50 metres of any person except during take-off or landing or within 30 metres of any person except for the operator of the aircraft.
- e) the use of the Drone must not invade privacy
- f) the Drone is used only in accordance with the manufacturers' instructions and safety guidelines
- g) the maximum mass of the Drone including any payload must not be more than 20 kilograms
- h) the Drone is not a military vehicle, does not carry weapons of any kind, and is not being used for, or in any way involving, military purposes
- i) the Drone is not being used for any illegal purposes, espionage, Terrorism, or surveillance
- j) the Drone is used only within the airspace of Great Britain and Northern Ireland.

For the purpose of this Extension;

- 1) Small Unmanned Aircraft (Drone) shall mean an aircraft piloted by remote control or on-board computer
- 2) Aerial Work shall mean use as defined in the Civil Aviation Authority Air Navigation: The Order and Regulations CAP393 and any amendments attached thereto.

Furthermore it is agreed that the War General Exclusion applicable shall not operate in respect of this Extension

PRINCIPAL EXCLUSIONS

All Sections

- Any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada
- War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, act of military or usurped power
- Asbestos

Public and Products Liability

- Damage to property owned or hired in by the Insured or in their care, custody or control, including property of any employee or visitor
- Ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, waterborne craft or offshore structure (other than Drones as defined by extension)
- Delay in completion of any contract, liquidated damages, penalty clauses or performance warranties

PRIMARY INSURER

Aspen Insurance UK Ltd
30 Fenchurch Street, London EC3M 3BD

Policy Number: B0460118182095 / IOAHPMU23A0S / IOAHPMU23B0S

Guide to Range of Activities within National League Member Clubs and Local Community Trust Football Club and Community Trust Ancillary Activities

The intention of the policy and declared activities shown below is to ensure that accurate cover is provided to each member club of The Vanarama National League and their Charitable & Community Trusts. The extensive list of insured activities below aligns to that of the EFL rather than grass roots football, covering the increased exposures at Steps 1 and 2 including having contracted and professional players.

Examples (*but not an exhaustive list*) of the ancillary activities at National League Member Clubs and their Charitable and Community Trusts and C.I.C.'s which are recognised in the Business Description are as follows:

Beam back of away games
Betting concessions
Car boot sales
Car parking
Catering (for both own premises and outsourced)
Charity events
Cheerleaders / mascots etc
Club lodgings (scholars)
Coaching and educational development
Coaching and educational development including HM Prisons
Concert / music / live entertainment festivals (Staging Only - non promotion)
Conference / banqueting / facility hire
Confetti cannons
Corporate entertaining
Creche
Cultural dance education and Arts
Cycle loan and higher facilities (cycle safety training)
Development centres
Disability sports coaching
Educational centres
Event management
External event management services
Financial services
Fireworks
Foodbanks
Football in the community / foundation
Groundsmen / ground maintenance (for both own premises and outsourced)
Health & fitness education and activity
Home and away games (all squads, all competitions) - worldwide
Hotels
Hospitality

Houseparents (scholars)
Inflatables (bouncy castles, goals etc)
Ladies football
Leisure clubs
Lotteries
Match day work experience (job shadowing)
Medical teams including sports injury clinics (cover is in respect of the club's vicarious liability)
Merchandise cannons
Merchandise / retail shops
National citizens service education & outward-bound residential experiences including community project and volunteering
Open days / fun days
Other sports (coaching and education)
Other sports (Staging Only)
Overseas coaching
Parachuting / abseiling
Princes Trust Sports Leaders courses
Publications / programmes
Religious meetings
Soccer schools
Stadium tours
Stewards / match day staff
Ticket / box sales
Training and training facilities

NB: Any activities not listed above should be declared to Marsh Sport for referral to insurers for confirmation that cover can be / is provided.