



Trident League Liability Insurance

Evidence of Cover 2024/25

The Isthmian Football League Ltd

Important Information

As Insurance Brokers to The Isthmian Football League Ltd it is hereby noted and agreed that cover is operative on the following basis for the League and registered member clubs for their respective rights and interests. It is a condition precedent to the underwriters' liability the member club has paid the league membership fees and is in possession of said document.

This document should be read in conjunction with the policy wording and summary of cover which provide details of the features and benefits of the policy along with the full terms, conditions and exclusions applicable. A copy of which is available from your Football League or upon request from Marsh Sport.

Cover will start 1 July 2024 (or date of league registration if later). Regardless of the start date cover will be operative up to and including 30 June 2025 and is renewable annually.

Claims Notification Process

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 a Liability Report Form should be completed and sent to Marsh Sport without delay. This form is available upon request from Marsh Sport 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.

Time Frames

Please note that your policy obliges you to notify the insurer of a claim, as well as circumstances which may give rise to a claim. The policy sets out your obligations in terms of what must be notified to the insurer and when that notification should be made.

Please note that there are strict timescales in place which must be adhered to following formal notification of a Public Liability or Employers' Liability claim.

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

- 21 days to reply to an 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

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Subject to the aforementioned, the affiliated league/club/referee shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

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In order that the requirements of the Ministry of Justice are met, it is essential that any incident involving injury of a Third Party or an employee is notified to your insurers immediately.

Any correspondence received, making a formal injury claim against you, must be sent 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 by e-mail at: marshsport@marsh.com

Alternatively, hard copies can be sent to: Marsh Sport, Castlemead, 13th Floor, Lower Castle Street, Bristol, BS1 3AG

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.

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Evidence of Liability Insurance 2024/25

POLICY NUMBER:	8618046/8618048
INSURED:	The Isthmian Football League Ltd and their affiliated member clubs, as declared
PERIOD OF INSURANCE:	1 July 2024 or date of League registration, whichever is later, to 30th June 2025 - both dates inclusive
INSURER:	Hiscox Insurance Company Limited (HICL)
UNDERWRITTEN BY:	Hiscox Underwriting Limited (HUL)
TERRITORIAL LIMITS:	Worldwide Excluding USA and Canada

PUBLIC & PRODUCTS LIABILITY	
Limit of Indemnity	£10,000,000 any one occurrence in respect of Public Liability £10,000,000 any one claim and in the aggregate in respect of Products Liability
Cover Extensions	Limited to: £150,000 Player v Player Defence Costs and Damages £1,000,000 Abuse extension in the aggregate and claims made basis £2,000,000 Concussion and Neurodegenerative disease on an aggregate annual basis and claims made basis, limited per League
Excess	£100 each and every claim for damage to Third Party Property, £25 in respect of each and every claim for damage to glass/windows £1,000 for each and every claim for Abuse
EMPLOYERS LIABILITY	
Limit of Indemnity	£10,000,000 any one occurrence £5,000,000 terrorism and asbestos
Excess	£Nil
MANAGEMENT LIABILITY – trustees and individual liability	
Limit of Indemnity	£500,000 any one occurrence and in the aggregate
Excess	£250 each and every claim
PROFESSIONAL INDEMNITY	
Limit of Indemnity	£5,000,000 any one occurrence and in the aggregate
Excess	£100 each and every claim
CRISIS CONTAINMENT	
Limit of Indemnity	£25,000
Excess	Nil Excess

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Complimentary Benefit: The Hiscox Risk Academy

The Hiscox Risk Academy (HRA) is a free online risk management platform for commercial insurance policyholders. Access to the HRA is automatically offered to policyholders and once you have signed up, you will be able to set up and roll out the service to your employees/volunteers.

The Hiscox Risk Academy provides an interactive learning and information management system and assessment centre for you and your employees to help you better manage risks and minimise disruption to your business.

The Academy allows you to manage, track and deliver training and assessments in a simple online environment. The interactive training is tailored to the needs of your business and covers topics including fire safety, cyber security, slips, trips and falls, mental health awareness and many more. The editable documents and templates allow you to identify and monitor risks in your own workplace. This feature is provided as a complimentary part of your policy with Hiscox and can be accessed by registering at riskacademy.hiscox.co.uk

How do policyholders sign up? To gain access onto the HRA, you will need to follow the link below and create your main company access: riskacademy.hiscox.co.uk/signup

Whats included?

Training

A library of IPSH approved eLearning, including Health and Safety, wellbeing/neurodiverse, Martyn's Law, Cyber and HR training

Documents

A portfolio of document templates, including health and safety policies, risk assessments and guidance documents

Assessments

Access to online risk assessment tools for the workforce for risk areas such as displace screen equipment, driving, homeworking, new and expectant mothers.

Ask the Expert

Access to free bespoke guidance and advice from our professional experts, as required.

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Policy Endorsements

Endorsements – applicable to the whole policy

Amendment of cover: members

The following is added to **General terms and conditions, General definitions**:

Member

1. Any affiliated football club, players, temporary player or other person actively engaged in and appropriately registered for the purpose of playing the sport or activity specified in the schedule;

General terms and conditions, General definitions, You/your is amended to read as follows:

You/your

1. For the purposes of the **Professional Indemnity, Public and Products Liability** and **General conditions** sections, other than **General conditions** for 5., 11. and 12., the insured named in the schedule; or
2. for all purposes:
 - a. **members** of the Football League as stated in the schedule, provided they adhere to the rules and by-laws of the Football League stated in the schedule; and
 - b. any director, executive officer, committee member, officeholder or employee of the Football League stated in the schedule and its currently affiliated clubs under the definition of **member**, whilst acting within the scope of their duties in that capacity.

General conditions 9. is amended to read as follows:

9. Where a section of this **policy** specifies an aggregate limit, this means **our** maximum payment per **member** for all relevant claims or losses covered under that section of **your policy**.

8253.0 Repositioned definitions and Amendment of cover: Cyber definitions & General exclusions

A. Repositioned definitions: Cyber and personal data

We have repositioned the following cyber and personal data related definitions, moving them from the **Special definitions** of each applicable policy section to now sit within the **General definitions** in the General terms and conditions. **We** have also updated some of these definitions.

Depending on the cover(s) that you have selected and whilst we update the layout across all our policy wordings, some of these definitions may still be present in the **Special definitions for this section** of **your** policy wordings. Where this is the case, this **endorsement** shall apply:

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Subject to the aforementioned, the affiliated league/club/referee shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

A copy of the policy summary and policy wording is available from your Football Association or Marsh Sport

Changes to **Special definitions**:

The following definitions are deleted from the **Special definitions for this section**:

Computer or digital technology
Computer or digital technology error
Cyber attack
Hacker
Personal data
Social engineering communication

Definitions of each of these terms are now set out in the **General definitions** in the General terms and conditions including, where applicable, updated definitions.

B. Amendment of cover: General exclusions

The following is added as a new introductory sentence to the start of the **What is not covered** section of each policy wording:

In addition to the **General exclusions** set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**

Endorsements – applicable to the Professional indemnity section

Amendment of cover: neurodegenerative disease or concussion

The following is added to Special definitions for this section:

Concussion or neurodegenerative disease retroactive date

01 July 2008

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to concussion, neurodegenerative disease, disorder or condition arising from **your activities** performed before the **concussion or neurodegenerative disease retroactive date**. This includes any such claim against any **employee** when they are acting on **your** behalf in whatever capacity.

The following is added to **What is covered, additional cover** for this section:

Concussion or neurodegenerative disease

If, as a result of **your activities**, any party brings a claim against **you** during the **period of insurance** for concussion, neurodegenerative disease, disorder or condition after the **concussion or neurodegenerative disease retroactive date**, **we** will indemnify **you** against the sums **you** have to pay as compensation. This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

The following is added to **How much we will pay, Special limits**:

Concussion or neurodegenerative disease

For claims arising from concussion or neurodegenerative disease, disorder or condition the most we will pay is £2,000,000 for the total of all such claims, including **defence costs**.

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Subject to the aforementioned, the affiliated league/club/referee shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

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Endorsements – applicable to the Public and products liability section

Removal of cover: participant to participant

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to **bodily injury** caused or contributed to by any participant to any other participant whilst participating in a match, practice or training, arising from or caused by:

- a. an assault, battery or any intentional, pre-meditated, malicious or deliberate violence, criminal act or act, intent to cause harm or gross negligence committed or alleged to have been committed; or
- b. an act or acts committed by a member whilst under club, league or associations suspension or disputes between participants.

The following is added to **How much we will pay, Special limits:**

Participant to participant

For claims arising from **bodily injury** to any participant by any other participant whilst participating in a match, practice or training, the most **we** will pay is £2,000,000 each and every claim, not including **defence costs**.

Amendment of cover: neurodegenerative disease or concussion

The following is added to Special definitions for this section:

Concussion or neurodegenerative disease retroactive date

01 July 2008

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to concussion, neurodegenerative disease, disorder or condition arising from **your activities** performed before the **concussion or neurodegenerative disease retroactive date**. This includes any such claim against any **employee** when they are acting on **your** behalf in whatever capacity.

What is covered, Claims against you is amended to read as follows:

If, as a result of **your business**, any party brings a claim against **you** for:

- a. **bodily injury**, other than **abuse or molestation**, concussion, neurodegenerative disease, disorder or condition, or **property damage** occurring during the **period of insurance**; or
- b. **personal injury** or **denial of access** committed during the **period of insurance**;

we will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any employee or volunteer worker of **yours** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

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Subject to the aforementioned, the affiliated league/club/referee shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

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The following is added to **What is covered** for this section:

Concussion or neurodegenerative disease

If, as a result of **your activities**, any party brings a claim against **you** during the **period of insurance** for concussion, neurodegenerative disease, disorder or condition after the **concussion or neurodegenerative disease retroactive date**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any **employee** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section

The following is added to **How much we will pay, Special limits**:

Concussion or neurodegenerative disease, disorder or condition

For claims arising from concussion or neurodegenerative disease, disorder or condition the most we will pay is £2,000,000 for the total of all such claims, including **defence costs**.

Additional cover: property damage in car parks

The following is added to **How much we will pay, Special limits**:

Property damage in car parks

For claims arising from **property damage** to visitor's motor vehicles in car parks owned or operated by **you**, the most **we** will pay is the amount stated in the schedule for each and every claim, <including/ excluding> **defence costs**.

The following is added to **Your obligations**:

Property damage in car parks

In respect of car parks owned or operated by **you** and used for visitor's motor vehicles, **you** must ensure that a disclaimer of liability for loss or damage in the car park is prominently displayed.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.

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Subject to the aforementioned, the affiliated league/club/referee shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

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Designated changing facilities

The following is added to **How much we will pay, Special limits:**

Property damage in designated changing facilities

For claims arising from **property damage** to visitor's effects stored in any designated changing facility owned or operated by **you**, the most **we** will pay is the amount stated in the schedule for each and every claim, <including/ excluding> **defence costs**.

The following is added to **Your obligations:**

Designated changing facilities

In respect of any designated changing facilities owned or operated by **you** that store visitor's effects, **you** must ensure that

1. a disclaimer of liability for loss or damage to visitor's effects is prominently displayed in or adjacent to the designated changing facilities;
2. an attendant is on duty throughout the entire period that a changing facility is in use; and
3. the changing facility is securely locked when left unattended.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.

Additional cover: indemnity to landowner

The following is added to **What is covered:**

Indemnity to landowner

If, as a result of the use of a landowner's land for **your activities**, any party brings a claim against that landowner for:

- a. **bodily injury**, other than **abuse or molestation**, or **property damage** occurring during the **period of insurance**; or
- b. **personal injury** or **denial of access** committed during the **period of insurance**,

we will indemnify the landowner against the sums they have to pay as compensation, at **your** request, provided that the landowner:

- i. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- ii. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- iii. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it; and
- iv. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

We will also pay defence costs but **we** will not pay costs for any part of a claim not covered by this section.

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Policy Endorsement: 6080.1 Addition of cover: firework and bonfires

The following is deleted from **What is not covered**, 18. Hazardous activities:

iii. fireworks, bonfires, pyrotechnics, sparklers, airborne lanterns, sky candles or wish lanterns;

The following is added to **How much we will pay, Special limits**:

Bonfires, fireworks or pyrotechnics

For claims arising from bonfires, fireworks, or pyrotechnics the most we will pay is £1,000,000 for the total of all claims, excluding **defence costs**.

The following is added to **Your obligations**: Bonfires, fireworks or pyrotechnics

Whenever **you** are responsible for any fireworks or bonfire displays in connection with **your activities**, **you** must ensure that:

1. there is a written risk assessment in place for the proposed event;
2. all relevant authorities have been notified at least 7 days before the event;
3. the relevant local authorities have granted permission for the event;
4. that any requirements from the authorities or fireworks manufacturers are fully complied with;
5. all manufacturer's guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to;
6. all fireworks are purchased from a reputable supplier and are not modified in any way;
7. all fireworks at **your** event are category F2 or F3 only;
8. there is no use of any airborne lanterns, sky candles or wish lanterns;
9. all volunteers or staff have received appropriate training and are aware of the safety procedures for the event. **You must** retain a written record of the appropriate training completed by all volunteers or staff;
10. there is appropriate first aid presence on site, in line with the written risk assessment;
11. appropriate fire extinguishing equipment is available at the event and that all volunteers or staff have had the appropriate training for the use of such equipment;
12. all members of the public are kept at least 25 metres from both the display area and the bonfire itself behind appropriate safety fencing;
13. any bonfire is kept at least:
 - a. 25 metres away from the firework display area; and
 - b. 5 metres away from any trees, fencing or other combustible materials;
14. any bonfire is kept at least 100 metres away from any premises, car parks or other storage of any flammable or dangerous materials;
15. there is no use of accelerants or any flammable equipment on the bonfire;
16. **you** have conducted an appropriate check of all weather conditions prior to the event starting, and if appropriate a check is made with the relevant authorities as to whether the event can continue;
17. after the event has finished:
 - a. a written record is kept of all thorough checks of the area to ensure no potential fire hazards remain; and
 - b. the bonfire has been doused in water; and
18. any sub-contractor operating the display must have and maintain public liability insurance with a reputable insurer, with a minimum limit of indemnity no less than **your** limit of indemnity shown in the schedule. **You must** retain a written record of the sub-contractor's insurance details, including their policy number and a copy of their policy schedule.

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We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the liability occurring in the circumstances in which it occurred.

Amendment of cover: windows or windscreens

Special conditions for property damage to windows or windscreens

For claims arising from **property damage** to windows or windscreens:

1. **you** must pay an **excess** of £25 in respect of each such claim including **defence costs**;
2. **we** will cover such claim, subject to the terms of this section, in the absence of any evidence of legal liability provided that:
 - a. **you** can provide evidence that such **property damage** occurred;
 - b. **you** were responsible for such **property damage**; and
 - c. the amount of the **property damage** does not exceed £2,000; and
3. if 2. above does not apply, **we** will only cover such claim if it can be established that the **property damage** was caused by **your** negligence.

Addition of cover: non-negligent property damage

The following is added to **What is covered**:

Non-negligent property damage

We will cover claims against **you** for **property damage** occurring during the **period of insurance** arising directly from **your** participation in any sport linked to **your activities**, regardless of **your** legal liability. However, **we** will not make any payment where the cost of the **property damage** is less than £25. The most **we** will pay for each such claim is £5,000, including **defence costs**.

Endorsements – applicable to the Directors’ and officers’ liability section

6918.0 Removal of cover: professional services

We will not make any payment for any **claim** or **loss, investigation**, or any other liability under this section based upon, attributable to or arising out of any design, plan, specification, formula, direction or advice prepared or given by **you**, or any **wrongful act**, act, incident or occurrence performed, taking place, or alleged to have taken place solely as a result of **your** professional services.

6905.0 Removal of cover: partner and member disputes

The following are added to **Special definitions for this section**:

Member

A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any similar or successor legislation.

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Subject to the aforementioned, the affiliated league/club/referee shall observe fulfil and be subject to the terms, exclusions and conditions contained in the policy documents.

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Partner

1. Any principal or partner of any partnership.
2. Any **member**.
3. Any salaried partner or anyone held out to be a partner

Partnership

The relationship between **partners** carrying on a **business** in common.

We will not make any payment for any **claim, loss** or **investigation** based upon, attributable to or arising out of any:

- a. breach of any **partnership** deed or similar agreement;
- b. failure to appoint anyone as a **partner** of **yours**; or
- c. **claim** from any existing **partner** of **yours**

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A business of Marsh McLennan

