



## POLICY SCHEDULE

Renewal

Please note that you must advise your insurance adviser of any changes to the risk and items to be covered.

Policy Number	SZ/24802904/ 72867		
The Insured	The Committee for the time being of Modernian Swimming Club trading as Modernians Swimming Lessons		
Postal Address	[REDACTED]	Date Issued	09/04/2024
Postcode	[REDACTED]		
Period of Insurance	13/04/2024	Renewal Date	13/04/2025 at 12.00 hrs
Premium	£684.00		
Insurance Premium Tax	£82.08		
Total Payable	£766.08		
Business Description			Swim School
Clauses applicable to the whole policy			None Applicable

## GENERAL LIABILITY SECTION

**Public and Products Liability**

Limit of Indemnity	£5,000,000
Turnover	£65,000
Third Party Property Damage Excess	£500
Clauses applicable to this Section	General Liability Retroactive Cover Abuse Discovery Period Member to Member Liability

**Employers Liability**

Limit of Indemnity	£10,000,000
Clauses applicable to this Section	None applicable

**Professional Indemnity**

Limit of Liability	£1,000,000
Clauses applicable to this Section	Absolute Bodily Injury Exclusion General Liability Retroactive Cover Discovery Period EU Sanctions

**Directors & Officers**

Limit of Liability	£50,000
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Swimsure is a trading name of J Sydney Ault Limited. J Sydney Ault Limited is authorised and regulated by the Financial Conduct Authority (FCN:311469)

Allianz Insurance plc. Registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.

Clauses applicable to this Section

Absolute Bodily Injury and Property Damage Exclusion  
 Insolvency Exclusion  
 Closely Held Exclusion  
 Professional Services Exclusion  
 Deductible Clause

**Commercial Legal Expenses**

The maximum amount the Insurer is liable to pay under this Section is:

1 Any One Claim other than a Claim relating to a Business Aspect Enquiry, Jury Service Allowance and Witness Attendance Allowance	£250,000
2 Any Once Claim relating to a Business Aspect Enquiry	£2,000
3 Any Once Claim relating to Jury Service Allowance	£5,000
4 Any One Claim relating to Witness Attendance Allowance	£5,000
5 For all Claims in the aggregate first notified to the Insurer during the Period of Insurance (collectively "the Limit of Indemnity")	£1,000,000

Master Policy Reference 36810

Allianz Legal Online Registration Code: ALPD69DBA874

Access to Allianz Legal Online website [www.allianzlegal.co.uk](http://www.allianzlegal.co.uk) providing support in producing legal paperwork. Click on the "register now" box and enter the above Registration Code.

**CLAUSES**

**General Liability Retroactive Cover**

It is hereby noted and agreed that the Insurer shall not be liable for Injury loss or damage occurring or that is alleged to have occurred prior to 01/01/1985

**Abuse**

**Exclusion 14. Abuse** under the Public and Products Liability Section is deleted

The maximum we will pay for liability in respect of **Abuse** is; £2,500,000

**PI Absolute Bodily Injury Exclusion**

**AGCSPIENDT002**

The ***Bodily Injury/Property Damage*** Exclusion is deleted from the policy and replaced with the following:

***Absolute Bodily Injury/Property Damage***

This policy shall not cover *Loss* in connection with any *Claim* arising out of, based upon or attributable to:

- (i) *Bodily Injury* to any person; or
- (ii) *Property Damage* unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing the Insured's Professional Services.

All other terms conditions and exclusions remain unchanged.

**Z/426 – Absolute Bodily Injury and Property Damage Exclusion**

It is hereby noted and agreed that this Section does not apply to Loss in connection with any Claim directly or indirectly arising out of, based upon or attributable to or in any way involving any actual or alleged bodily injury or property damage.

It is further noted and agreed that Exclusion 4 is cancelled and replaced by the following:

"Claims directly or indirectly arising out of, based upon or in any way involving any actual or alleged

- a. damage to or destruction of any tangible property or loss of use thereof
- b. bodily injury, sickness, disease or mental injury or anguish, or the death of any person"

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It is further noted and agreed that the Insurer shall not be liable for Loss in connection with any Claim in respect of Employment Practice Wrongful Act and that all reference to Employment Practice Wrongful Act is hereby deleted and of no effect.

Except as otherwise provided in this exclusion, all terms, provisions and conditions of this Section shall have full force and effect.

#### **Z/429 – Insolvency Exclusion**

The Insurer shall not be liable for payment of Loss in connection with any Claim based upon, arising out of, relating to or involving, directly or indirectly, the financial failure, liquidation, bankruptcy, insolvency, receivership or administration of the Company or any Subsidiary of the Company seeking protection under any bankruptcy laws or regulations, or any plan of reorganisation or liquidation (voluntary or otherwise), scheme of arrangement (voluntary or otherwise), or form of composition with third party creditors of such Company or such Subsidiary.

Except as otherwise provided in this exclusion, all terms, provisions and conditions of this Section shall have full force and effect.

#### **Z/430 – Closely Held Exclusion**

It is agreed that this Section does not apply to Claims arising from or attributable to suits, actions or proceedings brought by any shareholders owning more than or equal to 22.5% of the voting share capital of the Company, provided that this exclusion shall only apply to Claims where such shareholder or shareholder's representative directly or indirectly has participated in or ratified the alleged Wrongful Act being subject to the Claim.

Except as otherwise provided in this exclusion, all terms, provisions and conditions of this Section shall have full force and effect.

#### **Z/437 – Professional Services Exclusion (Absolute)**

It is hereby noted and agreed that the Insurer shall not be liable to make any payment for Loss in connection with any Claim alleging, arising out of, based upon or attributable to the Company's or an Insured Person's performance of or failure to perform professional services.

Except as otherwise provided in this exclusion, all terms, provisions and conditions of this Section shall have full force and effect.

#### **Z/462 – Deductible Clause**

The following Deductible Clause applies in respect of the Directors & Officers Liability Section

Deductible Clause - Company Reimbursement Cover

The following deductible(s) apply in respect of Cover B. Company Reimbursement Cover

- a. in respect of any Claim brought or maintained outside of the jurisdiction of or under any laws of the United States of America £NIL
- b. in respect of any Claim brought or maintained within the jurisdiction of or under any laws of the United States of America £5,000

#### **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

#### **Discovery Period**

In the event that the Applicable Sections are neither renewed nor replaced then the Policyholder shall have the right to a Discovery Period of:

- a) 30 days automatically and at no additional premium; or
- b) 12 months at an additional premium of 100% of the full annual premium applicable to the General Liability Section at the expiry date of the Section, provided that the Policyholder gives the Insurer written notice of the election of the Discovery Period and pays the additional premium required to the Insurer within 30 days of the expiry date of the Period of insurance

There shall be no right to a Discovery Period where the Insurer has declined to renew this Section due to non-payment of premium.

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**EU Sanctions**

This Section does not provide any cover or benefit for any business or activity to the extent that

- (i) such cover or benefit and / or
- (ii) such business or activity

would violate any applicable economic or trade sanction law or regulations of the UN and / or the EU / EEA and / or any other applicable national economic or trade sanction law or regulations.

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