

Commercial Select Amended Schedule

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

Policy Number: 07/SZ/29213815/01

Agreement Number: Not Applicable

Account Number: 07/90473

Insurance Adviser: Kerry London Limited

The Insured: ECB OPERATING AS THE ECB COACHES ASSOCIATION AND THE MEMBERS FOR THE TIME BEING.

Postal Address: C/O WARWICKSHIRE CCC
EDGBASTON CRICKET GROUND
BIRMINGHAM
B5 7QX

Effective Date: 01/01/2021

Renewal Date: 01/02/2022 at 12.00 hrs

Business Description: CRICKET COACHES ASSOCIATION

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

Z/1725/1 General Exclusions - Cyber Event

Z/1761/1 Contagious Disease Policy Exclusion Clause

Employers` Liability Section

Limit of Indemnity: £10,000,000

Item Description	Wageroll
1. Clerical	NIL
2. All other employees	£8,100

Public and Products Liability Section

Limit of Indemnity: £5,000,000

Number of Premises: NIL

Third Party Property Damage Excess £250

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

S/5/1 Cover Exclusion Restated

Z/1707/1 Exclusions - Cyber Event - Public/Products Liability

Z/1708/1 Extensions - Data Protection Act Amendment

Z/1773/1 Communicable Disease Exclusion

Commercial Legal Expenses Section

Type of Cover: Standard Cover and Optional Extension 1

Operative Events

1 Employment

2 Taxation Proceedings

3 Criminal Prosecution Defence

4 Damage to Premises

5 Data Protection

6 Commercial Tenancy Agreement

7 Licence Protection

8 Personal Injury

9 Jury Service Allowance

Master Policy Ref : 36536

Limit Of Indemnity

1 £100,000 Any One Claim relating to Events 1,2,3,4,5,6,7 and 8

2 £5,000 Any One Claim relating to Event 9

and £500,000 for all Claims which first occurred during the Period of Insurance.

Allianz Legal Online Registration Code: ALPD69DBA874

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

Turnover

£8,100

Personal Accident

Insured Persons Categories

A

See Clause

Operative Time

Occupational including Commuting

Part 1. Accident Cover Scale of Compensation

Item Description	Sum Insured
1. Death (Fixed)	£20,000
2. Loss of Sight One Eye/One Limb/Hearing One Ear/Speech (Fixed)	£20,000
3. Loss of Sight Both Eyes/Limbs/Hearing Both Ears(Fixed)	£20,000
4. Permanent Total Disablement (Fixed)	£20,000
5. Temporary Total Disablement (per week) - Fixed	£100
6. Temporary Partial Disablement (per week)	
Deferment Period for Items 5 and 6 (days)	14
Maximum Benefit Period for Items 5 and 6 (Weeks)	104

Maximum Benefit anyone Insured Person

Max Benefit Items 1-4 (per person)	£20,000
Max Benefit Items 5-6 (per week)	£100

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

Clause Details

S/1/1 Insured Persons

The INSURED PERSONS for Category A is altered to read All Members of the ECB Coaches Association providing they have paid their annual subscription.

S/2/1 Operative Time of Cover

The OPERATIVE TIME OF COVER for Category A is altered to read All INSURED PERSONS whilst engaging in cricket coaching and related activities including commuting thereto and/or therefrom.

S/6/1 PERMANENT TOTAL DISABLEMENT (BENEFITS)

Compensation under Item 7 of the SCALE OF COMPENSATION is extended to include the following additional BENEFITS:- Permanent Loss of Use of: Elbow / Wrist £2,000 Hip / Knee / Ankle £2,000 Finger £3,000 Great Toe £1,000 Other Toe £200 which the INSURED PERSON has survived for at least one month from the date of occurrence.

S/7/1 SPECTACLES & DENTURES

This Section extends to cover the reasonable costs of replacing and / or repairing spectacles (not contact lenses) and / or dentures which are broken whilst an INSURED PERSON is taking part in cricket coaching activity: The Maximum limit of indemnity under this Extension shall not exceed the following amounts in respect of any Insured person for any one incident: Spectacles - £500 Dentures/Dental Treatment - £750

S/8/1 Increased Age Limitation

Condition 12. Age Limitation is restated as follows: The insurance in respect of any INSURED PERSON will terminate at the end of the Period of Insurance during which such INSURED PERSON attains the age of 80 years.

S/9/1 Members 66 to 80 years of age

In respect of any INSURED PERSON 66 to 80 Years of Age: Item 8 of the Scale of Compensation is restricted to £50 per week unless the INSURED PERSON is gainfully employed. Permanent Total Disablement shall mean permanently, completely and continuously prevent the INSURED PERSON from engaging in or giving attention to Any and Every Occupation for the remainder of his or her life.

Z/1089/1 Personal Accident - Additional Cover Extension

Solely for the purposes of this extension;

- A. Coma shall mean a continuous unconscious state of the Insured Person
- B. Dependent Adult shall mean any person other than a Dependent Child who is dependent on the Insured Person and where either the Insured Person or the dependent adult was in receipt of a carer's or attendance allowance from the government
- C. Dependent Child shall mean the unmarried children, stepchildren and legally adopted children who are either under 18 years of age or under 23 years of age if studying in full time education at the time of Death of the Insured Person and for whom the Insured Person was the parent or legal guardian.
- D. Paraplegia shall mean the permanent and total paralysis of the two lower limbs, bladder and rectum
- E. Personal Belongings shall mean clothing and other personal articles the property of the Insured Person
- F. Quadriplegia shall mean the permanent and total paralysis of the two upper limbs and the two lower limbs.

Additional Cover

If an Insured Person suffers Accidental Bodily Injury

1. Enhanced Permanent Total Disablement Benefit

resulting in Paraplegia or Quadriplegia and the Benefit for Permanent Total Disablement becomes payable, the Insurer will in addition pay the Insured one of the following benefits

Paraplegia £50,000 or the Benefit for Permanent Total Disablement whichever is lower or
Quadriplegia £125,000 or the Benefit for Permanent Total Disablement whichever is the lower.

2. Life Enhancement Expenses Benefit

resulting in the Benefit for Permanent Total Disablement being paid and the Insured Person becomes incapable of performing a business profession or occupation of each and every kind the Insurer will in addition pay the reasonable costs incurred to engage professional advice to improve the quality of life of the Insured Person.

The maximum amount payable for such costs for any one Insured Person is £15,000.

3. Modification Expenses Benefit

resulting in the Benefit for Loss of Sight, Loss of Limb or Permanent Total Disablement being paid, the Insurer will in addition pay the reasonable costs incurred with the Insurer's prior written consent of alterations that need to be made to adapt the usual residence, usual vehicle or (for Loss of Sight or Loss of Limb only) usual place of employment of the Insured Person to cater for that Loss of Sight, Loss of Limb or Permanent Total Disablement.

The maximum amount payable for such costs for any one Insured Person is £25,000.

4. Travel To Work Benefit

which results in a Benefit being paid in respect of Loss of Sight, Loss of Limb, Loss of Internal Organ or Temporary Partial Disablement and the Insured Person is unable to travel to their usual place of employment using the method of transport they normally used prior to the Accidental Bodily Injury the Insurer will pay for the reasonable costs of a chauffeur or taxi service to convey the Insured Person to and from that usual place of employment once per day provided that

- a. the maximum amount payable for such costs for any one Insured Person due to all Accidental Bodily Injury arising from any one event shall not exceed
 - i. £100 per day
 - ii. £10,000 in total
 - b. this benefit shall cease
 - i. at the time the Insured Person becomes capable of resuming the use of their usual mode of transport or
 - ii. at the same time as the Insured Person ceases to be entitled to any Benefit in respect of Temporary Partial Disablement or
 - iii. 365 days after the date of the Accidental Bodily Injury
- whichever is the earlier.

5. Coma Benefit

resulting in a Coma the Insurer will pay to the Insured an additional sum of £50 for each full day of the Coma.

The maximum amount payable for such sums for any one Insured Person is £36,500.

6. Dependent Adult and Child Benefit

resulting in Death and the Insurer pays a Death Benefit for that Insured Person, the Insurer will in addition pay

- a. £25,000 for each Dependent Adult
- b. £5,000 for each Dependent Child

The maximum amount payable for all such dependents for any one Insured Person is £50,000. Any Dependent Adult or Dependent Child shall only receive one payment irrespective of the number of Insured Persons killed in the same Loss.

7. Simultaneous Death of the Insured Person and Spouse

resulting in Death and in the same event the Death of the Spouse and they leave bereaved a Dependent Adult or Dependent Child then the Insurer will double the Benefit payable for Death of the other party.

If the Insured Person and the Spouse are both Insured Persons then only the highest value Benefit payable for Death shall be doubled and not the Benefit payable for Death of the other party.

8. Funeral Expenses and Urgent Estate Expenses

resulting in death and the Insurer pays Benefit for Death of that Insured Person, the Insurer will in addition pay

- a. the reasonable costs incurred with the Insurer's prior written consent for the funeral expenses of that Insured Person.

The maximum amount payable for such costs for any one Insured Person is £10,000.

If a claim is paid under Part 2 Cover c) iii) of the Business Travel Section of the Policy in respect of the Death of the same Insured Person then no further expenses will be payable under this extension.

- b. any urgent expenses related to the estate of that Insured Person whilst administration of that estate is being prepared.

The maximum amount payable for such expenses for any one Insured Person is £2,000.

9. Damage to Personal Belongings

as the result of an unprovoked physical assault and that assault also causes damage to or loss of any Personal Belongings of the Insured Person the Insurer will pay to the Insured Person the cost of replacement of or reasonable costs of repair to the Personal Belongings.

The maximum amount payable for such costs for any one Insured Person is £1,000.

If a claim is paid under Part 4 of the Business Travel Section of the Policy then no further expenses will be payable under this extension.

Conditions applicable to this Additional Cover Extension

- A. The Additional Cover described in paragraphs 1. to 9. above shall only apply if cover under Part 1 of the Accident Section of the Policy is in force at the time of the Accidental Bodily Injury.
- B. The maximum amount payable as any combination of any Benefit otherwise payable under this Policy and any benefit payable under this Additional Cover Extension shall not exceed £2,000,000.
- C. The Additional Cover as described under this extension is subject otherwise to the Accident Section, Business Travel Section and Policy Definitions, Exclusions and Conditions applicable to this Policy.

Z/1716/1 Exclusions - Cyber Event - Personal Accident Section

This Section does not cover claims in any way caused or contributed to by a Cyber Event or Denial of Service.

Definitions

Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

Cyber Event means an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

Denial of Service means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Write-back

Where coverage is provided, this exclusion does not apply to

1. The Personal Accident Section
2. Sickness

Subject otherwise to the terms, conditions and exclusion of this Policy.

Z/1725/1 General Exclusions - Cyber Event

General Exclusions 4. E.Risks is replaced by the following

4. Cyber Event (Not applicable to Terrorism, Employers' Liability, Public Liability, Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Engineering Machinery Damage, Engineering - Business Interruption, Directors and Officers, Accident, Business Travel or Commercial Legal Expenses or Cyber Sections).

- A. Damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic and digital data from any cause whatsoever (including, but not limited, to Computer attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- B. However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in A. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Policy period to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purposes of this Exclusion

Electronic and digital data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and digital data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.

Z/1761/1 Contagious Disease Policy Exclusion Clause

General Exclusion 5. Contagious and Infectious Disease

5.Contagious and Infectious Disease (Not applicable to Employers Liability, Public / Products Liability, Liability Excess of Loss, Directors and Officers, Professional Indemnity, Cyber Liability, Personal Accident, Business Travel, Computer, Breakdown, Legal Expenses, Fidelity, Aviation Liability and Terrorism Sections)

Loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a.a Contagious or Infectious Disease;
- b.the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;

c. the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or

d. any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this exclusion will not apply to Physical Damage to property insured under the Policy and any business interruption directly resulting from such Physical Damage, where such Physical Damage itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal or theft.

For the purposes of this exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties. Cost or expense includes, but is not limited to any cost to:

i. clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease

ii. monitor or test for Pathogens or a Contagious or Infectious Disease; or

iii. provide medical treatment for persons affected by a Contagious or Infectious Disease

Physical Damage means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage;

Malicious persons do not include persons who maliciously, deliberately or recklessly:

i. cause Pathogens to come into contact with the premises or property of any person or entity; or

ii. cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Contagious or Infectious Disease means

Any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where 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 (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food)

Pathogen means

Any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease

S/5/1 Cover Exclusion Restated

It is hereby stated that Exclusion 10 Advice and Design under the Public/Products Liability Section wording is restated as follows:- Exclusion 10 - Design Liability for injury, loss or damage arising out of or in connection with design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured other than where provided or performed in connection with any Product.

Z/1707/1 Exclusions - Cyber Event - Public/Products Liability

This Section does not cover any loss, damage, expense or liability howsoever arising out of a Cyber Event.

Definitions

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

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalized 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.

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, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of Data. Any Damage to Data of a Third Party by the Insured is not deemed to be a Cyber Event if there is not any Network Security Failure involved.

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 the 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 unauthorized access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

Write-back

This exclusion does not apply to

1. Bodily injury, death or disease to any person
2. Loss of or damage to material property including any consequential financial losses caused by the operation of the Insured's Business
3. Nuisance, trespass, obstruction or interference with any right of way, light, air or water
4. Pollution or Contamination occurring other than in the United States of America or Canada, and caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of insurance

Subject otherwise to the terms, conditions and exclusion of this Policy.

Z/1708/1 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 for damage or distress occurring as a result of an offence under Section 168 of the Data Protection Act 2018 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 damage or 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. the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data or Personal Data
- D. any damage or distress caused by any act of fraud or dishonesty
- E. liability arising from the recording, processing or provision of Data or Personal 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 formalized 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.

The liability of the Insurer under this Extension shall not exceed the Limit of Indemnity shown in the Schedule or £2,000,000 (whichever is the lesser) and such Limit of Indemnity shall be 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.

Subject otherwise to the terms, conditions and exclusion of this Policy.

Z/1773/1 Communicable Disease Exclusion

Communicable Disease Exclusion

The Public and Products 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:

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- 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:

Liability includes liability for compensation, interest and claimants' costs and expenses.

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 there of, 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.