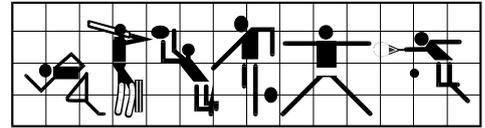


Policy Schedule



SPORTSCOVER
Registered in England and Wales No. 37266780

You will only be entitled to insurance cover under the section or sections which you have selected and for which you have paid the required premium.

Policy Number **PLON99/0082146**

The Insured	SNOWSPORT SCOTLAND LTD
Address	Caledonia House, South Gyle Edinburgh eh12 9dq UNITED KINGDOM
Broker	BLUEFIN INSURANCE SERVICES LTD (BRISTOL)
Brokers Address	THE PARAGON, 32-36 VICTORIA STREET BRISTOL BS1 6BX UNITED KINGDOM
Sport / Activities	Governing body for Snowsport in Scotland, involving the administration thereof and participation/representation in activities including Tournaments, Competitions, Events, Workshops, Qualification provider and running courses, Training Camps and Training.
Teams / Members	6,600 MEMBERS 40 CLUBS £576,580 TURNOVER £370,089 WAGEROLL
Period of Insurance	From 5/09/2020 to 4/09/2021. Both days inclusive and any subsequent period for which the insured shall have paid and The Underwriter(s) shall have accepted the new premium

UNDERWRITTEN BY Sportscover Europe Ltd on behalf of Allianz Global Corporate & Specialty SE under contract number GBT00020020

Section	Limit of Indemnity	Excess
PUBLIC & PRODUCTS LIABILITY:	£10,000,000 any one Occurrence, but limited to £10,000,000 in the aggregate in respect of Products Liability	£250
EMPLOYERS LIABILITY:	£10,000,000 any one Occurrence	£NIL
PROFESSIONAL INDEMNITY:	£10,000,000 any one Claim, limited to £10,000,000 in the aggregate	£NIL
Retroactive Date:	5/09/1985	

ABUSE EXTENSION

Retroactive Date :	Limit of indemnity:
A. 05/09/2011	A. £2,500,000 any one claim and in the aggregate
B. 05/09/2003	B. £500,000 any one claim and in the aggregate
C. 05/09/1985	C. £100,000 any one claim and in the aggregate in respect of Insuring Agreement 2 only

Excess: £1,000 each and every claim

This Extension is on a "claims made" basis. It only covers claims made **You** and notified to the **Insurer** during the **Period of Insurance**.

Operative Clause

Subject to the terms, conditions, definitions and exclusions of this **Policy** (other than as amended by this Extension), despite "Exclusions (what is not covered): 8.2", the **Insurer** agrees to **Indemnify You** against:

- all sums which **You** become legally liable to pay as damages and claimant's costs and expenses arising out of **Claims** first made against **You** and notified in writing to the **Insurer** during the **Period of Insurance**;
- all costs, fees and expenses incurred by **You**, with the **Insurer's** written consent, in the defence or settlement of **Claims** first made against **You** under paragraph a) above; resulting from **Abuse** or attempted **Abuse** committed or alleged to have been committed after the applicable **Retroactive Date**, provided that the **Insurer's** liability will not exceed:
 - the applicable Limit of indemnity stated in this Extension in respect of the applicable **Retroactive Date**; but not
 - "Limit of indemnity A" stated in this Extension in respect of the aggregate of all claims first made against **You** and notified in writing to the **Insurer** during the **Period of Insurance** irrespective of **Retroactive Dates**.

Limitation

In respect of **Abuse** or attempted **Abuse** committed or alleged to have been committed after "Retroactive Date C" which is not proven

to have continued beyond "Retroactive Date B" the **Insurer** will **Indemnify You** against all costs, fees and expenses incurred by **You**, with the **Insurer's** written consent, in the defence or settlement of **Claims** first made against **You** and notified in writing to the **Insurer** during the **Period of Insurance**, but the **Insurer** will not **Indemnify You** against damages and claimant's costs and expenses.

Definitions

Abuse means circumstances where:

a) **You** had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental, and/or spiritual) of the victim and were in breach of this duty to protect those **You** care either through negligence or vicariously for the acts and/or omissions of **Your Employees, Members**, volunteers, etc.

b) Abuse may be physical, sexual or psychological in nature.

Abuse includes:

- i. behaviour which sexualises the victim and uses the victim for sexual gratification.
- ii. the sexual interaction between two minors if there is a perceived difference in power between the victim and the **Abuser**.
- iii. the imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, but this would not include a single incidence of physical assault.
- iv. the deliberate pre-meditated maltreatment of the victim by an individual in a position of responsibility.

Abuse does not include:

- i. schoolyard and workplace bullying
- ii. medical and/or physiotherapy and/or nursing malpractice or any error or omission in the provision medical and/or physiotherapy and/or nursing care or treatment.

Abuse which commenced or is alleged to have commenced after:

c) "Retroactive Date C" and which is proven to have continued beyond:

i. "Retroactive Date B", but ceased before "Retroactive Date A" will be treated as having commenced after "Retroactive Date B" and will be subject to "Limit of indemnity B";

ii. "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A";

d) "Retroactive Date B" and which is proven to have continued beyond "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A".

Abuser means the individual who committed or is alleged to have committed any **Abuse** or attempt at **Abuse**.

Exclusions

The Insurer will not:

1. **Indemnify You** for any liability for which **You** are entitled to **indemnity** under any other insurance.
2. **Indemnify You** for any liability arising from **Abuse** or attempt at **Abuse** which occurred or is alleged to have occurred before the applicable **Retroactive Date** specified in this Extension.
3. **Indemnify You** for any liability arising from any facts and/or circumstances, of which **You** had become aware before the commencement of the **Period of Insurance**, which a reasonable person in **Your** position would have considered as facts and/or circumstances which may give rise to a **Claim** or **Claims** under this **Policy**.
4. **Indemnify** any **Abuser**.
5. **Indemnify You** against;
 - a) any fines or penalties or the costs of defending criminal proceedings
 - b) punitive, exemplary, aggravated and/or multiple damages.
6. **Indemnify You** for any liability arising out of any failure to comply with procedural guidelines established by **You** concerning **Abuse**.
7. **Indemnify** any person who has or has been alleged to have:
 - a) authorised or permitted **Abuse**;
 - b) disregarded knowledge of **Abuse**;
 - c) had actual or constructive knowledge of **Abuse** and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from **Abuse**;
 - d) aided or contributed to or supported **Abuse**; or
 - e) intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from **Abuse**.

Conditions

1. **You** must bear the Excess (inclusive of costs and expenses in the defence or settlement of each claim) stated in this Extension
2. For the purpose of determining the Excess applicable to any **Indemnity** provided under this Extension, it is expressly agreed that all acts of **Abuse** or attempt(s) at **Abuse** suffered by any individual bringing a claim against **You** will be deemed to have arisen out of one originating cause. If there is more than one victim of **Abuse** by the same **Abuser(s)**:
 - a) claims brought against **You** by each individual who suffered **Abuse** or attempt(s) at **Abuse** by the same **Abuser(s)** will be treated as separate claims and be deemed to have arisen out of separate original causes; but
 - b) all acts of **Abuse** or attempt(s) at **Abuse** by the same **Abuser(s)** suffered by any individual bringing a claim against **You** will be deemed to have arisen out of one originating cause.
3. You must give notice in writing to the **Insurer** as soon as is reasonably practicable after becoming aware of any circumstances that may give rise to a **Claim** or **Claims**. Please see "How to make a claim" on *page 23* of this **Policy**.
The following are conditions of this insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, the **Insurer** may reject a claim payment or a claim payment could be reduced. In some circumstances **Your** insurance may not be valid.
4. **You** must ensure that **You, Your Employees, Members** and anyone acting under **Your** control in the course of **Your Business** comply with all statutory legislation and requirements for dealing with children and vulnerable adults.
5. **You** must provide a written claims declaration to the **Insurer** upon each renewal negotiation of the **Policy**.

COACHING CONDITION

This policy will only include liability arising from the activities of any coach, leader or instructor where they:-

1. Hold a current membership of the NGB
2. Are either in training for, or hold a currently licensed and recognised qualification (awarded by the NGB or equivalent recognised body)
3. Are operating within the prescribed remit and environment of their qualification

SUB-CONTRACTORS CONDITION

It is a condition precedent to Our liability that all sub contractors engaged by You shall have in force and effect Public Liability Insurance for third party Bodily Injury or Damage to Property with a minimum limit of indemnity limit of £5,000,000 throughout the duration of their contract with You.

You shall undertake to obtain and retain documentary evidence of the said Insurances, prior to the commencement of any contract.

TERRITORIAL LIMITS

Definition 32.3 of the policy is amended to read:

Anywhere in the world excluding the United States of America or its Territories or Protectorates. However this exclusion shall not apply to temporary visits of not more than 90 days of non-residents of the United States of America.

LAW & JURISDICTION

It is hereby noted that the Law and Jurisdiction of this Policy shall read as anywhere in the world excluding the United States of America and Canada, their territories, possessions, dependencies or protectorates.

BASIS OF OFF-PISTE COVER

This policy excludes any liability arising directly or indirectly from any snowsport activities undertaken off-piste outside the UK.

Off-piste shall mean areas of snow that are not part of any marked or maintained ski runs both within and outside a resort boundary.

The policy will include liability arising from any snowsports activities undertaken off-piste within the UK, where the activity is led, managed or controlled by a qualified coach, instructor or leader holding license with a remit permitting operation in the specific off-piste environment detailed below.

Specifically:

1. The Snowsport Scotland (SSS) Sidecountry Leader will be covered to lead groups in line with their qualification remit, in off-piste terrain within the boundary of a UK ski resort.
2. The Snowsport Scotland (SSS) Backcountry Leader will be covered to lead groups in line with their qualification remit, in off-piste terrain outside the marked boundary of a UK ski resort where there is no planned use of ice axe crampons or rope.
3. The Snowsport Scotland (SSS) Mountain Leader will be covered to lead and instruct groups in line with their qualification remit, in off-piste terrain outside the marked boundary of a UK ski resort including terrain that may require planned use of ice axe crampons or rope

EXCLUSION

This Policy excludes Tour Operators' Liability.

EXTENSION

The coverage provided under the Employers' Liability Section extends to include the 35 member clubs as declared to Underwriters.

COMMUNICABLE DISEASE EXCLUSION

This exclusion is applicable to the Public & Products Liability Section only.

It is understood and agreed that this Policy does not cover any loss caused directly or indirectly, contributed to, by, or attributable to a Communicable Disease or fear or threat of a Communicable Disease.

Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

Issued subject to the terms of the attached Policy Wording and signed by the authorised Representative of Sportscover Europe on behalf of the Underwriter/s detailed above



SIGNATURE

23/09/2020
DATE

PL Premium	£ 8,736.01
EL Premium	£ 1,849.70
Combined Premium	£ 10,585.71
IPT	£ 1,270.29
Total	£ 11,856.00