

Sport & Leisure Schedule of Insurance

Insured Details

Insured	Basketball Ireland
Address	National Basketball Arena Tymon Park Dublin 24
Eircode	D24 N449
Business	NGB for basketball in Ireland. Responsible for development of the game in Ireland incl running international teams, leagues & camps Includes all clubs in Ireland for their basketball activities only
Policy Type	SL
Insurer	Aviva Sports & Hospitality
Broker Name	CAZ1
Policy Number	UT602215658
Period of Cover	31/08/2026 to 30/08/2027

Section No.	Description	In Force
1	Material Damage	Yes
2	Business Interruption	Yes
3	Liabilities	Yes
4	Legal Protection	Yes
5	Trustees Liability	No
6	Professional Indemnity	Yes

Premium

Section 3 - Liabilities	
Occurrence 1: Employers Liability - Limit of Indemnity any one event	€13,000,000
Occurrence 1: Excess (each & every event)	€ 500
Occurrence 2: Public Liability – Limit of Indemnity any one event	€6,500,000
Occurrence 2: Excess (each & every event)	€1,000
Occurrence 3: Products Liability – Limit any one period of indemnity	€6,500,000
Occurrence 3: Excess (each & every event)	€1,000
SECTION 3 – Professional Indemnity	
Professional Indemnity - Limit of indemnity any one period	€1,300,000
Excess (each & every Claim)	€1,000
Retroactive Date:	01/10/2010
Trustees Liability	N/A
Excess:	N/A
Endorsements Applicable to the policy	

RISK SPECIFIC ENDORSEMENTS APPLICABLE

Endorsement(s) attaching to and forming part of Policy No. UT602215658

4 Equipment Maintenance and BFSC

So far as concerns Section 3 – Liabilities it is a condition precedent to liability that

- (b) the equipment will at all times be maintained and operated in accordance with the manufacturer's recommendations
- (c) the Insured shall only use subcontractors who have adequate Public Liability Insurance which must include an "Indemnity to Principal" extension (which extends indemnity to the Insured) with a limit of indemnity of no less than provided by this policy and the Insured shall obtain written proof of such.

27 Participant vs Participant - Contact Sports

Section 3 – Liabilities shall not apply to liability in respect of death bodily injury shock illness disease loss or damage suffered by one Participant and caused by another Participant whilst engaged in Contact Sports

For the purpose of this exclusion:

- (a) 'Participant' means any person engaged in an activity under the direction of the Insured or any person using the Insured's facilities
- (b) 'Contact Sports' means any sport or activity in which physical contact between players or participants is an accepted part of play including but not limited to association football/soccer Australian rules football American football basketball, camogie floorball Gaelic football handball hockey hurling ice hockey lacrosse martial arts rugby league rugby union and water polo.

35 Manual Handling

So far as concerns Occurrence 1 Employers Liability of Section 3 – Liabilities it is a condition precedent to liability that the Insured must ensure that all employees are provided with documented manual handling training with such documentation to be retained by the Insured.

36 CCTV Retention

So far as concerns Section 3 – Liabilities it is a condition precedent to liability that the Insured must have in place a CCTV system with the recording period of such CCTV system set to a minimum of thirty days and subsequently ensure thereafter that recordings are stored in a safe and accessible place for a minimum of thirty days unless an incident has occurred that may give rise to a claim where such recordings should be forwarded immediately to the Company.

40 Toilet Cleaning Condition

So far as concerns Occurrence 2 Public Liability of Section 3 – Liabilities it is a condition precedent to liability that the Insured must ensure that there is in place a written and documented system recording the times and dates of the cleaning of toilets on the premises Such checks must occur at least once an hour during the opening hours of the Insured unless specifically agreed in writing with Insurers. Records showing such must be retained by the Insured for a period of no less than 24 months for inspection by the Insurers at their discretion.

50 Saunas & Steam-rooms

So far as concerns Section 3 – Liabilities it is a condition precedent to liability that with regard to the operation of sauna or steam rooms the Insured shall ensure that the following notice is either handed to users before each session or prominently displayed in or adjacent to the sauna or steam room - "You must not use the sauna or steam room if you suffer from heart or circulatory problems, high or low blood pressure epilepsy diabetes or if you are prone to fainting spells or dizziness".

61 Safety Statement Required

So far as concerns Section 3 – Liabilities it is a condition precedent to liability that that the Insured must have a written safety statement in place in accordance with Section 20 of the Safety Health and Welfare at Work Act 2005 The Insured must ensure all employees read and acknowledge that they understand

and will adhere to any requirements and instruction contained within this safety statement and documentary evidence of such acknowledgement must be retained.

64 Sports Clubs

So far as concerns Section 3 – Liabilities it is a condition precedent to liability that

- (a) all activities including those on a subcontracted basis must be disclosed to the Company
- (b) any new activities including those provided on a subcontracted basis are referred to the Company for the Company's prior approval
- (c) any person who is visibly intoxicated and/or taken any drugs shall not be permitted to participate
- (d) all instructors and leaders hold the correct National Governing Bodies (NGB) qualification or have had an appropriately NGB-qualified technical advisor assess them Where there is no relevant NGB qualification all instructors and leaders have received appropriate training and assessment for or are appropriately experienced to undertake instruction in the activities concerned
- (e) all activities are supervised by trained and experienced instructors
- (f) all equipment is checked for damage prior to hire and/or use
- (g) all equipment must be operated in accordance with manufacturers' recommendations
- (h) first aid facilities must be made available while instruction is being provided by the Insured
- (i) emergency procedures must in place including one for missing children if instruction is provided to children by the Insured
- (j) the maximum ratio allowed of coaches to participants is 1 to 20 except for water-sports where a maximum ratio of 1 to 8 only is allowed or for children aged four to six where the maximum ratio is 1 to 6
- (k) all participants must be over the age of four years of age
- (l) all participants of any water activity must wear appropriate buoyancy aid(s)
- (m) this policy shall include liability for organising and hosting events as long as:
 - (i) Maximum attendance is 250 people
 - (ii) No alcohol is served

Furthermore this Section shall not apply to liability arising from the

- (i) carriage of passengers
- (ii) use of pyrotechnics explosives fireworks and/or similar
- (iii) any death bodily injury shock illness disease loss or damage suffered by one participant or member caused by another participant or member in any sport or activity

under the direction of the Insured where physical contact between participants or members is an accepted part of play (including but not limited to for example association football/soccer Australian rules football American football camogie floorball Gaelic football handball hockey hurling ice hockey lacrosse martial arts rugby league rugby union and water polo

70 Aerial and height activities

So far as concerns Section 3 – Liabilities it is a condition precedent to liability that

- (a) participants in any aerial or height activities must be appropriately harnessed and secured at all times
- (b) all participants in any aerial or height activities must complete an induction process
- (c) a suitably qualified or experienced instructor must supervise all aerial or height activities at all times.

79 Professional Indemnity Endorsement

Claims Conditions - Professional Indemnity

The following is added to “Claims Conditions – all sections”; “Actions by Insured:

3. In regard to Professional Indemnity, please refer to Section 12 of this policy.

Control of Claims – Professional Indemnity

The following is added to “Company’s rights; Control of Claims”:

(g) In regard to Professional Indemnity, please refer to Section 12 of this policy.

Fraud and Misrepresentation - Professional Indemnity

The following is added to “General Conditions – all sections”; Fraud and Misrepresentation; 10

(ii) In regard to Professional Indemnity, please refer to Section 12 of this policy

80 Abuse Exclusion

Section 3 (Liabilities) shall not apply to liability in respect of any occurrence which arises out of

- (a) the actual or threatened abuse of any person
 - (b) the failure to prevent or report such actual or threatened abuse
- For the purposes of this endorsement abuse shall include, but not be limited to

to :

- (a) physical mental and/or emotional abuse or molestation
- (b) corporal punishment
- (c) sexual abuse, sexual molestation, or sexual misconduct by the Insured or anyone acting on behalf of the Insured.

81 Participant to Participant Exclusion

Section 3 (Liabilities) shall not apply to liability in respect of any occurrence which arises out of

Any injury and/or Damage suffered by one Participant and cause by another Participant whilst engaged in Contact Sports.

For the purpose of this exclusion:

- i. 'Participant' means any person engaged in an activity under the direction of the Insured or any person insured or any person using the Insured's facilities;
- ii. 'Contact Sports' means any sport or activity in which physical contact between players or participants is an accepted part of play including but not limited to association football/soccer, Australian rules football, American football, basketball, camogie, floorball, Gaelic football, handball, hockey, hurling, ice hockey, lacrosse, martial arts, rugby league, rugby union and water polo.

82 Liabilities – Section 3, Occurrence 2, Public Liability and Occurrence 3 Products Liability Excess

So far as concerns Occurrence 2 Public Liability and Occurrence 3 Products Liability of Section 3 – Liabilities the Company shall not be liable for the first amount shown in the schedule as "Excess" or any lesser amount of each and every claim (including costs and fees associated with handling the claim) The Insured shall as a condition precedent to liability under the Policy pay to the Company this amount when so requested Such sum shall not be requested until such time as the Company is satisfied that a claim against the Policy in respect of which cover is provided is inevitable

This excess shall apply after the application of all other terms and conditions of the policy

This endorsement shall not affect any requirement outlined in the Claims Conditions and the Insured shall comply with all such requirements even if a claim is likely to be settled within the amount of the excess .

83 Liabilities – Section 3, Occurrence 1, Employer’s Liability Excess

So far as concerns Occurrence 1 Employers Liability of Section 3 – Liabilities the Company shall not be liable for the first amount shown in the schedule under “excess” or any lesser amount of each and every claim (including costs and fees associated with handling the claim) The Insured shall as a condition precedent to liability under the Policy pay to the Company this amount when so requested Such sum shall not be requested until such time as the Company is satisfied that a claim against the Policy in respect of which cover is provided is inevitable

This excess shall apply after the application of all other terms and conditions of the policy

This endorsement shall not affect any requirement outlined in the Claims Conditions and the Insured shall comply with all such requirements even if a claim is likely to be settled within the amount of the excess.

85 CTE Exclusion

Section 3 (Liabilities) shall not apply to liability in respect of any occurrence which arises out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C, Cancer or Chronic Traumatic Encephalopathy (CTE) in any form, howsoever these illnesses may have been acquired or may be named.

90. Full Business Description

NGB for basketball in Ireland. Responsible for development of the game in Ireland incl running international teams, leagues & camps. Includes all clubs and members in Ireland (whole island) for their basketball and associated activities