

Public & Products Liability Policy Schedule

Date: 6 July 2020 **Policy Form:** PL (Occ – CA) Gen 2017.01

Broker: JLT Ireland

Policy Number: IPL0002883

Insured: Softball Ireland & Registered Member Clubs, Committee & Members FTB

Address: C/O 27 Brookfield, Finnstown Abbey, Lucan
Dublin

Business: National Governing Body for Softball in Ireland and 34 individual clubs

Period of Insurance: 3 July 2020 to 2 July 2021

Renewal Date: 3 July 2021

Premium: €2,150.00

Government Levy: €107.50

Total Premium: €2,257.50

Description	Operative/Not Operative
Public Liability	Operative
Products Liability	Not Operative



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	Limit of Indemnity any one Occurrence	Limit of Indemnity any one Period of Insurance	Excess Each and Every Occurrence
Public Liability	€6,500,000	Unlimited	€500
Sudden pollution and contamination	€6,500,000	€6,500,000	€500
Products Liability			

Endorsements applicable to Public & Products Liability Insurance

Indemnity to Volunteers

Notwithstanding anything contained to the contrary in Public and Products Liability Employee Exclusion the Policy is extended, at the Insured's request, to indemnify the Insured in respect of legal liability arising out of or in connection with Bodily Injury sustained by any volunteers solely working with the permission and express authorisation of the Insured.

Member to Member Extension

The Policy is extended to indemnify the Insured in respect of any claim made upon any member of the Insured by any other member and the claim is such that if made upon the Insured, the Insured would be entitled to indemnity under the Policy. The Company will in the terms of and subject to the limitations of this Policy will indemnify the said Member of the Insured in respect of such claim provided that

- (a) such member is not entitled to indemnity under any other Policy.
- (b) if there be in existence any other insurance covering the same liability this extension shall be deemed to be invalid and the Insurer shall not indemnify the said member for any proportion of such claim.
- (c) such member shall as though they were the Insured observe fulfil and be subject to the Terms Conditions and Exclusion and Limits of this Policy so far as they can apply.

Excess

The €500 excess is in relation to Third Party Property Damage only.

Sexual Abuse Extension

Notwithstanding anything contained to the contrary elsewhere in the Policy, the Insurer will indemnify the Insured, in the manner described in the Insuring Agreement and up to the Limit of Liability stated below, for



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- (a) all sums which the Insured shall become legally liable to pay as damages in respect of Bodily Injury to any person (other than an Employee) arising from Sexual Abuse
- (b) all claimant's costs and expenses for which the Insured is legally liable and which may form the subject of a claim under (a) above
- (c) all defence costs and expenses incurred by the Insured, with the Insurer's prior written consent, which may form the subject of a claim under (a) above.

Limit of Liability any one Occurrence €1,300,000

Limit of Liability any one Period of Insurance €1,300,000

The Insurer will not be liable under this Extension for legal liability or defence costs and expenses:

1. in respect of indemnity to any person, otherwise indemnified under this Policy, who commits, participates in, condones, instigates or knowingly allows
 - a) any dishonest, fraudulent, criminal or malicious act or omission.
 - b) Sexual Abuse
 2. arising out of any act, omission, conduct or contact described in paragraph 1 a) and 1b) above committed by any person after
 - a) the Insured had actual knowledge that, or had reasonable grounds for believing that such person had been involved in any such act, omission, conduct or contact.
 - b) failure by the Insured to fully investigate and/or act upon any allegation that such person had been involved in any such act, omission, conduct or contact.
 - c) failure by the Insured to comply with any procedural guidelines adopted by the Insured and/or advised to the Insurer.
- Sexual Abuse shall mean any actual or attempted conduct or contact of a sexual nature, including but not limited to, conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind.

Limit of Liability shall mean the total amount payable for all damages and all costs and expenses.

Endorsements are subject to the Terms, Definitions, Conditions, and Exclusions of the Policy.
