

Legal Liability Insurance 2023/24

The Football Association of Wales
policy summary and evidence of
cover

Valid from 1 July 2023

Introduction

We have worked in conjunction with The Football Association of Wales (FAW) to create this liability insurance product for clubs, area associations, leagues, and match officials.

This leaflet provides a brief summary of the features, benefits and limitations of the FAW liability scheme, arranged by Marsh Sport and underwritten by AXA XL Insurance Company UK Limited.

As this is a summary of cover it does not include all the policy benefits, limits, and exclusions. Full terms, conditions and exclusions are shown in the policy document, a copy of which is available from the FAW, online at marshsport.co.uk/faw or upon request

Contents:

- What is the FAW liability scheme?
- Is the policy adequate for my club?
- Are there any excesses?
- The period of insurance
- Are club tournaments and fund raising events covered?
- The insurer
- Summary of the covers and significant exclusions (e.g. 'player to player')



What is the FAW liability scheme?

This liability insurance scheme is designed to indemnify the Directly Affiliated Leagues (DAL) and their clubs (with the exception of the Welsh Premier League teams), Area Associations and their affiliated member clubs (adult and youth), leagues, match officials, and registered referee associations/societies.

For 2023/24 cover extends to include Disability, Sunday League, Vets and Walking Football clubs and leagues

Important note:

Cover is not provided under this scheme for Welsh Premier League teams.

Cover automatically extends to include both a club and leagues commercial activities however in respect of the operation of a licenced premises, cover does not extend for operation outside of club activities and/or to the general public (i.e. non-members or guests).

If the licenced bar is only open when sport is being played, meetings are taking place or for official club events, additional liability insurance is not required.

For any clubs that operate a licenced bar as a commercial enterprise, i.e. outside of club activities and/or to the general public, please contact Marsh Sport to arrange additional cover.

Five elements of cover

Our exclusive policy consists of:



Public and products liability

Provides protection against legal liability for bodily injury to third parties and damage to third party property. Includes 'Player to Player' legal defence costs (See 'Player to Player' liability cover heading).



Cyber liability

Provides cover for your liability that can arise from collecting and storing personal data electronically or from operating on the internet.



Professional indemnity

Liability cover for claims made against the club for negligent acts, errors or omissions, libel, slander and defamation. Includes cover for coaching activities that may be given in return for a fee.



Employers liability

Provides cover in respect of claims made against the club for injuries caused to an employee of the club arising out of and in the course of such employment.



Officers and committee liability

Provides cover for claims made directly against individuals at the club e.g. officer, committee member, director and/or trustee for alleged wrongful acts.

Is the policy cover adequate for my club/league?

The scheme is designed to cater for:

- The Area Associations.
- Directly affiliated clubs and leagues.
- Grass roots clubs and leagues.
- Affiliated referees including stand-in referees (other than European games).

Require Assistance

This document is a summary of the cover provided by the insurance policy which is available as part of your affiliation to the Football Association of Wales.

The purpose of this summary is to provide information on the scope of cover.

If however, you have any questions please contact Marsh Sport and we will be happy to discuss your requirements.

Your demands and needs

This product is designed to meet the demands and needs of the majority of amateur and semi professional clubs/leagues that wish to protect themselves against third party liability.

Cover includes property owners' liability for clubs/leagues that own a clubhouse, changing facility or stands. Cover does not extend for the operation of a licenced premises outside of club activities and/ or to the general public (i.e. non-members or guests). If the licenced bar is only open when sport is being played, meetings are taking place or for official club events, additional liability insurance is not required.

The above statements do not constitute advice or a personal recommendation for our FAW product. Should you require advice please contact Marsh Sport.

'Player to Player' liability cover

Player to Player refers to a situation where a bodily injury claim could arise from an incident alleged to have been caused by one player to another

This scheme provides an element of protection for 'Player to Player' incidents. It automatically includes 'Player to Player' legal defence costs of up to £200,000 but excludes any damages that may be awarded to the claimant.

The period of insurance

The FAW liability scheme provides cover with effect from 1 July 2023 up to and including 31st May 2024.

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Are there any excesses?

Public liability	£250 for each and every claim in respect of damage to property only. This is reduced to £25 in respect of claims for damage to glass/windows.
Employers liability	No excess.
Officers and committee liability	£250 each and every claim.
Professional indemnity	£250 each and every claim.
Cyber liability	£250 each and every claim.

Cover for club tournaments and fund raising events

Cover applies to legal liability arising from club fund raising and tournament events up to 5,000 attendees per day but excluding any hazardous activity, as detailed within the policy wording. However, the policy can usually be extended to cover hazardous activities subject to an additional premium, and will be reviewed on an individual basis depending on the information provided. Tournaments need to be sanctioned by your Area Association.

Please note: Cover includes bonfires and fireworks displays but this will be subject to agreed event plan criteria (see glossary).

The policy does not include cover for event cancellation, abandonment or curtailment or event property.

The insurer

The policy is underwritten by AXA XL Insurance Company UK Ltd. AXA XL are recognised as a market leader with significant industry experience, sector knowledge and embedded product expertise. To learn more, visit:

<https://axaxl.com/insurance/products/sports-and-leisure-insurance>

Who is covered by this policy?

FAW Tier Structure

The FAW Liability Package is a bespoke package for member clubs registered at Tier 2 and below:

- Female Tier 1: Genero Adran Premier
- Female Tier 2: Genero Adran North and South
- Male Tier 2: Cymru North and South
- Male Tier 3: Adran, Northeast, Northwest and Southeast, Southwest
- Female Tier 3 & Male Tier 4 and below (grassroots)

Cover extends for:

- Clubs registered to Leagues within the Male Adult football pyramid as determined by the FAW
- Clubs registered to Leagues within the Female Adult football pyramid as determined by the FAW
- FAW Development League (North & South)
- FAW Reserve Leagues (Central, Northeast, Northwest, South Central, Southeast, Southwest)
- FAW Youth Leagues (North & South)
- Adran U19s Female League, (North & South)
- Youth Clubs registered to the following leagues:
 - Cymru Development North & South
 - FAW Youth Southeast, Southwest
 - Gwent, Flintshire, South Wales, West Wales

Cover extends for the following Area Associations:

- CWFA – Central Wales FA
- GCFA – Gwent County FA
- NEWFA – North East Wales FA
- NWCFA – North Wales Coast FA
- SWFA – South Wales FA
- WWFA – West Wales FA

Reserve Leagues

- Christian Church League
- NEWFA – North East Wales Reserve League
- NWCFA – North Wales Coast Reserve League
- WWFA – Swansea Senior Reserve League
- WWFA – Carmathenshire Reserve League
- WWFA - Standalone League

Junior Leagues

- FAW Academy Leagues
- SWFA
 - Aberystwth
 - Mid & North Powys
 - South Ceredigion
 - South Powys
- GCFA
 - Gwent County Girls
 - Islwyn
 - Monmouthshire
 - Newport & District
 - Torfaen
- NEWFA
 - Flintshire
 - North East Wales Girls
 - Wrexham & District
- NWCFA
 - Anglesey
 - Colwyn & Aberconwy
 - Gwyrfai
 - Llyn & Eifionydd
 - North Wales Girls
 - Rhyl & District
- SWFA
 - Aberdare Minis
 - Bridgend & Port Talbot
 - Cardiff & District
 - Cynon Rhondda Merthyr
 - Merthyr Minis
 - Rhondda Minis
 - South Wales Girls
 - TERV
 - Value of Glamorgan

New For 2023/24

Following the growth of football within Wales, the FAW policy has been extended for the following activities:

- **Disability Football**

4 league divisions
(Northeast/Northwest/Southeast/Southwest)

- **Sunday League**

4 league organisations (Cardiff/Bridgend/Newport/Rhyl & District)

- **Vets Football**

2 league Organisations (North and South),

- **Walking Football**

2 league Organisations (North and South)

All Qualifying member Clubs are insured for the following activities:

- Adult Football
- Disability Football
- FAW sanctioned cross-border friendlies or tournaments which take place in England
- Futsal
- Huddle Football*
- Soccer Tots
- Vets Football
- Walking Football
- Youth Football

*Huddle Football sessions are covered under the FAW liability policy on the basis they are being delivered by clubs and on the proviso they are firstly sanctioned by the FAW. Secondly each participant must be made a temporary member of the club. The sessions must adhere to the coaching and safeguarding requirements of the FAW.

Referees / Match Officials

Referees are covered for all forms of football that is appropriately sanctioned and affiliated by a Directly Affiliated League, Area Association or The Football Association of Wales.

The policy extends for stand-in referees. The club should record contact details of the stand-in referee and they should be appropriately qualified.

In the event of a claim, insurers may require information from the referee (including stand-in referees) and copies of the official referees report are to be required. If a booking is given by a referee (or stand-in referee), the club is expected to submit the referees report and complete an accident book entry in the normal way.

Other Insured Persons

- Match officials, including registered referee associations/societies
- Coaches are covered whilst providing sessions for and on behalf of the club only.
- Trial Players / Temporary Members

Who is Not Covered?

- Welsh Premier League
- Welsh Schools.
- Welsh College Football Association.
- FAW Trust.
- Welsh National Teams.
- Coaches providing independent sessions or sessions under their own trading name are not covered and they are required to have their own insurance in their own right.



Require assistance?

If you are uncertain as to whether cover is appropriate for you please do not hesitate to contact us and we would be happy to discuss your requirements in more detail.

0345 872 5060

marshsport@marsh.com

Exclusions and limitations apply.

For full terms and conditions please refer to the policy wording. A copy is available online on the FAW members portal or upon request from Marsh Sport.

FAQs

Q: Does the policy cover third party injuries sustained inside a clubhouse?

A: Yes. this policy will indemnify you for claims made by a third party such as slips, trips and falls as a result of your negligence.

Q: Can we have a “Lads v Dads” match?

A: No. The FAW does not sanction these types of activities. We have received claims in the past following serious injuries in these types of games.

Q: Does the policy cover injury to players?

A: This is a liability policy only so is designed to provide protection for claims made against you if you are found to be at fault or negligent in some way. For players to be protected for injury, regardless of blame, clubs should consider buying personal accident insurance. Visit marshsport.co.uk/faw for further information.

Q: Are soccer tots covered?

A: Yes. There are no age restrictions to the liability policies however, it is recommended that for children under 5 years of age their parent or guardian remains with their child.

Q: Are coaches covered?

A: Coaches are covered whilst working solely for the club but not independently.

Q: We are having a bonfire and firework display. Are we covered?

A: Yes, but cover is subject to your compliance with the agreed event plan criteria. Please refer to the glossary (page 11)

Q: My kit/phone was stolen having been left in the changing rooms whilst I played – can I make a claim

A: In the first instance this type of claim needs to be referred to your own insurance provider i.e. mobile phone insurance or household cover. Your own club may have a contents policy which potentially could cover items away from the club. A liability claim will only be successful if the club have acted in a negligent fashion.

Important Notes

This document provides a brief summary of the features, benefits, and limitations of the cover purchased by the FAW on behalf of registered members and arranged by Marsh Sport and underwritten by AXA XL Insurance Company UK Ltd.

This insurance provides cover in respect of all FAW recognised and sanctioned forms of football; Adult, Youth, Disability, Sunday League, Vets and Walking Football clubs and leagues.

Match officials

The cover applies in respect of a match official whilst officiating in a football match which is sanctioned by a Directly Affiliated League, Area Association and/or The Football Association of Wales, at Tier 2 and below (men's) or Tier 1 and below (women's).

Licensed activities

For clubs or leagues that operate a licensed premises, cover automatically extends to includes both a club and leagues commercial activities however in respect of the operation of a licensed premises, cover does not extend for operation outside of club activities and/ or to the general public (i.e. non-members or guests).

If the licenced bar is only open when sport is being played, meetings are taking place or for official club events, additional liability insurance is not required.

For any clubs that operate a licenced bar as a commercial enterprise, i.e outside of club activities and/ or to the general public, please contact Marsh Sport to arrange additional cover.

Fun Days and Inflatables

The liability policy extends to indemnify the club if you are organising fundraising events, such as; tournaments, family fun days, barbeques, family disco and stalls.

The policy allows for the hosting of the types of events detailed above providing the attendance does not exceed 5,000 attendees per day.

Any hazardous activity such as the operation of inflatables, bouncy castles, table football, zorbing and any rides are excluded.

It is possible to extend cover to include the operation of inflatables hired in. The hiring company are typically responsible for the operation and therefore it is also their responsibility to have insurance in place. In the event of a claim made against you, your insurers could redirect the claim to the hiring companies insurers.

We require you take a copy of the hiring companies public liability insurance documentation including the policy number and Insurer name.

If the hiring company will not take responsibility for the insurance of their equipment, and you are responsible please contact Marsh Sport for further information.

Please note: in all circumstances a full event risk assessment must be made and recorded by the club in plenty of time prior to the event taking place.

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Tournaments

Cover allows for the organisation of a tournament, providing it has been sanctioned by the Football Association of Wales or your local Area Association.

All participating teams are required to be affiliated to the Football Association of Wales and have their own insurance in place covering their participation in your tournament.

You are obliged to check this before authorising their participation.

The policy does not include cover for event cancellation, abandonment, curtailment or event property. Contact Marsh Sport if you wish to arrange this.

Cover for Under 6's

This policy will extend for activities organised by clubs for all age groups including under 6 years of age.

It is understood teams of this age are able to play exhibition football in line with FAW guidance, however this liability policy would extend to protect clubs as a whole, and this includes 'soccer tot' style training sessions.

It is understood that the parents or guardians of the children will supervise their children.

A full health and safety check should be completed and recorded by the club, along with a signed declaration for each child confirming the parents/guardian accept responsibility for their child during these sessions. It is a requirement that coaches will be fully qualified and be DBS (Disclosure and Barring Service) checked.

Football Tours

If the tour is being organised by another UK based, affiliated football club the Public Liability policy will protect the club and players in the same manner. The liability policy for the club cover is operative Worldwide, excluding the United States of America and Canada.

It is recommended that additional travel insurance is taken out for the tour, as this type of policy will usually include cover such as emergency medical expenses, 24/7 assistance, repatriation, lost luggage and cancellation costs etc.

If the club wish to arrange a group policy, Marsh Sport has an on-line facility in association with Jackson Lee Underwriting (JLU) where cover can be purchased online at:

<http://marshsport.co.uk/sportstravel>

The policy cover summary

1. Public & products liability | £10,000,000

Protection against legal liability for bodily injury to third parties and/or damage to their property including nuisance, trespass or interference up to a limit of indemnity of £10,000,000.

Cover, features and benefits

Cover includes:

- The organised activities of the Directly Affiliated Leagues and clubs, area association leagues and grass roots clubs/leagues, Area Associations and referees associations/societies.
- Club social and fundraising events up to 5,000 attendees per day but excluding driving events, bouncy castles, water sports or any activity above 3 metres off the ground. Cover for bonfires and fireworks displays is subject to agreed event plan criteria (see glossary).
- Property owner's liability, including liability for spectator stands, temporary or permanent.
- Legal defence costs in the event of 'Player to Player' (participant to participant) up to £200,000. This does not
- Cover any legal damages that may be awarded to a claimant. Liability for loss of or damage to premises hired, leased or rented to the insured club/league.
- Member to member liability for any member of an insured club whilst engaged in club activities but excluding any active participation in the sport. This cover applies in the event of one individual member of the club making a claim against the club or another member.
- Referees/match officials whilst refereeing sanctioned competitions, including any stand-in referees. Covers all levels of football in Wales but excludes European fixtures.
- Volunteers of the insured club/league whilst acting on behalf of the club/league.
- Products liability – sale or supply of club memorabilia, replica kit, programmes, food and drink.
- No fault property damage up to £1000.

- Special third party property damage extension for windows/windcreens. Excess is reduced to £25 for claims up to £2,000.
- First aid. Administering of first aid at an organised club/league activity is included for club members other than when such persons are indemnified under a medical malpractice or other insurance.
- Coaching activities provided by the club only (but not if provided in return for a fee – (see professional indemnity extension).
- Abuse cover is only available for all persons involved in an official capacity (e.g. managers, coaches, members and officials) who are involved with football activities for youth and/or vulnerable adults.
- Car parks for which you are responsible. It is a condition that you have a clearly displayed disclaimer of liability for any loss or damage to any motor vehicle. This disclaimer is to be situated in a prominent position in your car park.
- Designated changing facilities owned or operated by you. It is a condition that you have a disclaimer of liability for any loss or damage within the cloakroom. The notice must be prominently displayed in or adjacent to the cloakroom. An attendant must be on duty therein throughout the whole of the time the cloakroom is in use or it must be adequately locked if unattended.
- Health and Safety at Work Act prosecution defence costs.
- Court attendance compensation.
- Motor vehicles used for club activities which are not licensed for road use e.g. 'sit-on' mowers.

Main exceptions:

- The first part of any claim (your excess).
- Player to Player damages that may be awarded to a claimant
- Assault, battery or any intentional or pre-meditated or malicious or deliberate violence, criminal act or acts or intent to cause harm or gross negligence.
- Actions of a player whilst under club, league or association suspension.
- Hazardous activities.
- Fireworks or bonfire displays that do not meet agreed event plan criteria.

- Loss or damage to property in your custody or control (other than damage to property comprising premises leased or rented by you).
- Fines, liquidated damages or penalties.
- Advice, design or specification given by or on behalf of the insured club or league for a fee. Professional services rendered by or on behalf of the insured.
- Gradual pollution or contamination.
- Contractual liability.
- Asbestos.
- Products manufactured.
- Geographical limit - excludes the United States of America and Canada.
- Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARSCoV-2), or any mutation or variation thereof. This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:
 - a. any fear or threat (whether actual or perceived) of; or
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of; coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARSCoV-2), or any mutation or variation thereof.

Limitations:

- Clubs that operate a licenced bar as a commercial enterprise, i.e. outside of club activities and/or to the general public,
- Car parks cover limited to £50,000 per vehicle.
- Designated changing facilities cover limited to £10,000 in respect of visitors effects.
- Court attendance compensation limited to £250 for any director or partner of the insured club/league, £250 for any employee.
- 'Player to Player' legal defence costs limited to £200,000.
- Abuse cover is limited to £1,000,000 and excludes any liability arising from an act of any person who has not been checked by the Disclosure & Barring Service (DBS) and does not hold evidence of current clear DBS status.
- Special third party property damage excess reduction for windows/windcreens only applies if total cost of damage in the year is less than £2,000.

2. Cyber liability | £25,000

Cover includes:

- The content of the club website, email, intranet or extranet, including alterations or additions made by a hacker, for actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page; or defamation, including libel, slander or malicious falsehood.
- The negligent transmission of a computer virus to anyone with whom the Insured does business or to anyone who uses the Insured's website in the course of their business.
- A breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data.
- The unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which the Insured obtained through the internet or extranet or website and holds electronically.

Main exceptions:

- The first part of any claim (your excess).
- Deliberate or dishonest acts.
- Prior claims, investigations and circumstances.
- Breach of contract.

Important conditions:

You must:

- take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to the insured's computer system, network, electronic link or website.
- make back-up copies of any data, file or program at reasonably frequent intervals.
- cancel any username, password or other security protection after the insured became aware or had reasonable grounds to suspect that it had been made available to any unauthorised person.
- make reasonable steps to ensure that all personal data held by the Insured is encrypted.

3. Professional indemnity | £5,000,000 5. Employers Liability, £10,000,000

Cover includes:

- Defence costs and awards for claims made against the club/ league for negligent acts, errors or omissions, libel, slander and defamation.
- Football coaching and associated advice given by persons appropriately qualified, in connection with the sport, involving a fee for and on behalf of the club.

Main exceptions:

- The first part of any claim (your excess).
- Deliberate or dishonest acts.
- Prior claims, investigations and circumstances.
- Breach of contract.
- Cover includes:

This section of the policy is written on a 'claims made' basis - please refer to the glossary.

4. Officers and Committee Liability

Cover includes:

Claims brought against officers, committee members, directors and trustees for wrongful acts.

- Legal costs for allegations of breach of health and safety legislation including corporate manslaughter.
- Legal costs of representation at an investigation, e.g. health and safety or employment.
- Legal costs for allegations of fraud or dishonesty (until judgement .or admission).
- Direct financial loss following dishonesty of employees or volunteers (£1,000 limit).

Main exceptions:

- Dishonesty and fraud.
- Breach of professional duty.
- Bodily injury, property damage, pollution, nuclear risks and war.
- Prior claims and circumstances – made or intimated before the inception date, or arising from any circumstance of which any officer, trustee, director or committee member was aware prior to the inception date.
- Geographical limit – UK & Ireland

Cover includes:

- Protection against legal liability in respect of claims made for injuries caused to any volunteer or employee of the club/league arising out of and in the course of such employment.
- A £10,000,000 limit of indemnity (£5,000,000 in respect of terrorism and asbestos).

Main exceptions:

- Geographical limit – UK & Ireland

At a glance glossary

Claims made

(please note this only applies to Section 2, 3 and 4 on the policy schedule)

The term used to describe the type of policy that will only respond to a loss or claim that is reported to the insurer during the period of the cover. This is in contrast to policies that respond to a loss or claim that occurred during the period of cover. Incidents reported after a policy has expired would not be covered.

Commercial activities

Means activities arranged by you and within the geographical limits which are not directly related to the operation of a team or club and the sole purpose of which is to gain a commercial advantage.

DBS

The Criminal Records Bureau (CRB) is now called the Disclosure and Barring Service (DBS) - CRB checks are now called DBS checks. A DBS check may be needed for certain jobs or voluntary work - like working with children.

Employers Liability

Compulsory insurance for all employers. This insurance is required in case any employees pursue their employer for compensation in the event that they suffer injury or disease due to your negligence in the course of their employment.

Event Plan Criteria (Fireworks and Bonfires)

Firework/Bonfire Warranty

- all fireworks are discharged by designated adults only
- all fireworks are stored in fire resistant containers
- all spectators are kept at least 15 metres from the bonfire and firework discharge points
- no accelerants are used on the bonfire

You must fully comply with HSE guidance which can be found at

<http://www.hse.gov.uk/explosives/fireworks/using.htm>

Excess

This is the amount the policyholder must pay in the event of a claim being made. The amount may differ for each type of insurance.

Insured

A person or business covered by an insurance policy.

Legal defence costs

The provision of legal defence cover is designed to protect the accused party.

Licensed premises

A premises that supplies or sells alcohol and/or that provides public entertainment.

Officers and Committee Liability

Provides cover for claims made directly against individuals at the club/ league, e.g. officer, committee member, director and/or trustee

'Player to Player'

A term used to define a situation where a claim arises from one insured injuring another whilst participating in a game or training. (NB: policy wording refers to this cover as 'Insured v Insured').

Professional indemnity insurance

Cover provides protection if you provide negligent advice or a negligent service. It is designed to safeguard you against claims made by members of the public for any resulting financial loss or damage to their reputation.

Public liability insurance

Cover against damages awarded to members of the public because of an injury or damage to their property through negligence.

Territorial limits

Means the United Kingdom. You are also covered for travel outside of the United Kingdom (but not if You travel to the USA or Canada) for up to 30 days during any one trip

Claims Notification Process

Please note that all incidents that could give rise to a claim must be **immediately** reported to Marsh Sport, with any writ or summons forwarded on immediately following receipt.

You should not admit liability under any circumstances as the insurers will respond to all allegations on your behalf.

The insurer 'AXA XL Insurance Company UK Limited' have 40 days from the date you are notified of the incident, to respond to all allegations made against your Club or League.

Please note that failure to report a claim or a potential claim immediately could result in indemnity under this policy being withdrawn by the insurers.

Please note that there are strict timescales in place which must be adhered to following formal notification of a Public Liability or Employers' Liability claim.

You should follow the steps outlined below following receipt of a formal notification of a claim by a legal representative acting on behalf of the claimant :-

1. If you receive a Claims Notification Form (CNF) relating to either a claim against your club or a player you should **immediately** (and no later than one working day) send an electronic acknowledgment of receipt of the CNF to the claimant's legal representatives. We suggest a wording of: "We acknowledge receipt of the CNF dated xx/xx/xx which is being passed onto our insurer, AXA XL Insurance Company UK Limited, under policy number SL8000764090
2. You should then **immediately** send the CNF and associated correspondence to Marsh Sport to enable formal acknowledgement by the insurer to the claimant's legal representatives
3. A Liability Report Form should also be completed and sent to Marsh Sport. This form can be downloaded via the [FAW members online portal](#), via marshsport.co.uk/faw or you can request a form directly from Marsh Sport on **0345 872 5060** or at marshsport@marsh.com.

All forms and correspondence can be sent to Marsh Sport :-

Post Marsh Sport, Castlemead, 13th Floor, Lower Castle Street, Bristol, BS1 3AG

E-mail marshsport@marsh.com

Evidence of liability insurance for the 2023/24 season

As Insurance Brokers to the Football Association of Wales (FAW) it is hereby noted and agreed that cover is operative on the following basis for member leagues, clubs (excluding Welsh Premier League Teams) and referees affiliated to the FAW and their Area Associations for their respective rights and interests.

Please note that for this evidence of cover to be valid it must be accompanied by, and read in conjunction with the member leagues/clubs affiliation to FAW document.

It is a condition precedent to the underwriters' liability that the affiliated member league/club has paid their affiliation fee and is in possession of said document. The following cover is subject to the policy terms, conditions and exclusions and a valid affiliation number for the 2023 to 2024 football season.

Policy Number	SL8000764090
Insured	The Football Association of Wales, Area Associations, Member Clubs, Leagues, Referee Associations/Societies and Referees.
Period of cover	1 July 2023 or date of affiliation, whichever is the later, to 31 st May 2024 both dates inclusive
Insurers	AXA XL Insurance Company UK Limited

PUBLIC & PRODUCTS LIABILITY

Cover status	INSURED
Limit of Indemnity	£10,000,000 any one occurrence (Public Liability) and in the aggregate in respect of Products Liability Abuse extension limited to £1,000,000 General Extension 11.2: £200,000 Player to Player Defence Costs and Expenses
Territorial Limit	United Kingdom
Jurisdiction	United Kingdom
Retro Date	01 July 2008
Excess	£250 each and every claim for damage to Third Party Property, £25 each and every claim for damage to Windscreens/Windows.

CYBER LIABILITY

Cover status	INSURED
Limit of Indemnity	£25,000 any one occurrence and in the aggregate
Excess	£250 each and every claim

PROFESSIONAL INDEMNITY

Cover status	INSURED
Limit of Indemnity	£10,000,000 any one occurrence and in the aggregate
Excess	£250 each and every claim

OFFICERS AND COMMITTEE LIABILITY

Cover status	INSURED
Limit of Indemnity	£10,000,000 any one occurrence and in the aggregate
Excess	£250 each and every claim

EMPLOYERS LIABILITY

Cover status	INSURED
Limit of Indemnity	£10,000,000 (5,000,000 terrorism and asbestos)
Excess	£Nil

Subject to the aforementioned, the club shall observe fulfil and be subject to the terms, exclusions and conditions contained in the master policy wording. A copy is available online on the FAW members portal or upon request from Marsh Sport

Policy conditions

Car parks - For clubs that have car parks for which they are responsible it is a condition of the insurance that a disclaimer notice must be clearly displayed stating that no liability is accepted for any loss or damage to any motor vehicle. This disclaimer is to be situated in a prominent position in your car park.

Changing facilities - For clubs that have designated changing facilities, which they either own or operate, it is a condition of the insurance that a disclaimer notice is clearly displayed in a prominent position in or adjacent to the cloakroom stating that no liability is accepted for any loss or damage within the cloakroom. An attendant must also be on duty therein throughout the whole of the time the cloakroom is in use or it must be adequately locked if unattended

Important note:

This document is provided to you for information only. The issuance of this document does not make the person or organisation to whom it is issued an additional insured, nor does it modify in any manner the contract of insurance between the insured and the insurers. Any amendment, change or extension of such a contract can only be effected by specific endorsement attached thereto.

Should the above-mentioned contract of insurance be cancelled, assigned or changed during the above policy period in such manner as to affect this document, no obligation to inform the holder of this document is accepted by Marsh Sport or by the insurer.



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