



# POLICY — POLICY NUMBER 110-76739589-30011

## POLICYHOLDER / INSURED

**Insurance type** : Commercial and product liability insurance

**Policyholder** : DIF  
Brøndby Stadion 20  
2605 Brøndby  
and  
DGI  
Vingsted Skovvej 1  
7182 Bredsten

**Insured** : DGI and DIF as well as all members, volunteer labour, clubs, associations and federations including. •  
The managers, coaches, instructors, referees and other staff employed by the insured.  
Designated volunteer leaders, coaches and instructors in their work for secured people.  
Others who work for the insured. I.e. the individual member's liability for damage is not covered by the insurance when the member is an athlete as a private individual.

**Activities covered** : Operation of sports organisations, clubs and associations.

## INSURANCE PERIOD

**Period of insurance** : 01.01.2024 - 31.12.2024, both days incl.

**Retroactive date** : 01.01.1996



## TERMS AND CONDITIONS

<b>General terms and conditions</b>	:	PA 11-01 Commercial and product liability - HDI Denmark (claims made EaPa - DK) & 21-03 - Legal aid
<b>Geographical area</b>	:	Worldwide, including USA/Canada

## POLICY LIMITS AND COVERAGES

<b>Commercial and product liability</b>	:	DKK 40.000.000	per claim and in total per insurance year
---	---	----------------	---

*The sub-limits below form part of the maximum liability being the general cover sum stated above.*

<b>Ingredient &amp; component, damage</b>	:	DKK 2.000.000	per claim and in total per insurance year
<b>Loss prevention</b>	:	DKK 1.000.000	per claim and in total per insurance year
<b>Sudden &amp; accidental pollution</b>	:	DKK 2,000,000	per claim and in total per insurance year
<b>Damage to property in custody, including damage to borrowed and rented items</b>	:	DKK 1.000.000	per loss and in total per insurance year
<b>Liability for damage, cf. the Shooting Range Order*</b>	:	DKK 13.000.000	per claim
<b>Drone liability</b>	:	DKK 20.000.000	per loss and in total per insurance year
<b>First aid</b>	:	DKK 500.000	per loss and in total per insurance year
<b>Legal aid</b>	:	DKK 200.000	per loss and DKK 1,000,000 in total per insurance year.

\*For the cover "**Liability for damages, cf. the Shooting Range Order**", no aggregate limit applies.



## SELVRISI CI

<b>General</b>	:	DKK	2.000	per insured event
<b>Drone liability</b>	:	DKK	5.000	per insured event
<b>Legal aid</b>	:	DKK	5.000	per instance, however, a maximum of DKK 10,000 per insured event

## SPECIAL CONDITIONS

### Residual Employers Liability claims

The company recognises that claims reported to the statutory industrial injury insurance/ Industrial Injury Board during the insurance period are also and at all times deemed to have been reported to this liability insurance as a differential claim. This applies regardless of whether the industrial injury insurance is taken out with another company.

Difference claims shall be understood as claims for damages by injured workers in connection with an injury for which the insured is liable as an employer under applicable law.

### Transition clause

Claims made under this insurance, but which relate to the time before the policy was established, and where the work-related injury has been reported to the work injury insurance company and has not been reported to the professional and product liability insurance company, shall be treated as if the claim against the employer has been made in due time.

The claim will then be treated as if it had been raised during the insurance period and against this policy. However, subject to the general statute of limitations under Danish law.

In this context, it should be clarified that the above extension only applies in situations where the insured company did not have, or should not have had, knowledge of circumstances/circumstances that would in all likelihood give rise to claims covered by the above.

### Extended reporting period

Section 9(3) of the insurance conditions is deleted and replaced with the following: Claims for compensation raised against the insured during the insurance period, but which are reported to the company more than 2 years after the termination of the insurance, are not covered.

Even if a claim for compensation which, in accordance with paragraph 2, point b, has been raised against the Insured during the insurance period, has been reported to the Company no later than 2 years after the termination of the insurance, it is not covered if the Insured does not receive a written claim for compensation as stated in paragraph 2, point a, in connection with the reported circumstances and reports this to the Company no later than 5 years after the termination of the policy.

### Public authority regulations

It is a condition for the company's liability that products are designed in accordance with the regulations of public authorities and have been approved by them in cases where such regulations exist and approval is required at the time the product is placed on the market.



### **Builder's Liability**

Notwithstanding section 2(2)(G) of the insurance conditions, the insurance has been extended to cover the Insured's liability as builder. However, it is a condition that the value of the contract does not exceed DKK 15,000,000.

If the insured is the client for a project that exceeds this value, individual authorisation must be obtained from HDI.

### **Neighbours and tenants liability**

The insurance is extended to cover the liability that the Insured may incur as a trader, tenant, landlord or neighbour for damage to buildings and movable property, regardless of whether liability is incurred as a result of a loss event spreading from the Insured's premises to neighbours' and/or third parties' buildings and movable property or as a result of structural faults and defects or lack of maintenance of the rented/leased property where the duty of maintenance is not incumbent on the tenant. Where the insured is a tenant, it is a condition for cover that the insured has taken out customary fire insurance for his/her own tenancy, where this is the tenant's responsibility.

This extension only applies to the liability that the insured may incur in countries with a legal system based on the "Civil Law" legal tradition.

This insurance shall be considered primary insurance except in cases where specific insurance is taken out for one or more events. In that case, this insurance shall be considered excess insurance for such specific insurance and under no circumstances shall this insurance contribute to such more specific insurance.

### **Drone Liability**

As an extension of the general insurance terms and conditions for combined professional and product liability, this liability insurance has been extended to cover the Insured's liability for personal injury and/or property damage that the Insured may incur under the Danish Aviation Act when flying commercially with registered drones with a take-off weight of no more than 25 kg.

This extension only covers registered drones with a take-off weight of no more than 25kg, which are owned by the policyholder or for which the policyholder has the right of use.

#### 1. The insured:

The policyholder, drone operators in the service of the policyholder and any co-insured parties listed in the insurance contract.

#### 2. Exclusions:

This insurance does not cover liability for:

- damage to the registered drone itself or to other property belonging to the policyholder,
- personal injury to the drone operator,
- invasion of privacy,
- wealth loss,
- situations where insurance has been taken out for a risk that is also covered by this drone liability insurance.



### 3. Subrogation:

HDI Denmark has the right of subrogation at any time:

- for damage caused by the drone operator without the drone license/sign required by law
- for damage caused by the drone operator without the special authorisation from the authorities required by law,
- for damage caused by the drone operator when acting with intent, gross negligence or under the influence of alcohol or drugs,
- for damage that is a consequence of the drone being used for defense and/or military purposes.

### **Working machines etc.**

The insurance is extended to cover the insured's liability for damage caused by the owner and user of working machinery, etc.

It is a condition of cover that such machinery or equipment:

- is less than 20 HP, and
- used for/by the operation of the club, facility or course.

Golf carts, club cars, etc. that are rented and/or used for/by members or guests are therefore not covered by this cover.

The insurance covers the insured's liability for damage in connection with working with lifts, cranes, hoists and the like. However, damage to the objects being lifted is not covered.

### **Excavation, digging etc.**

Notwithstanding the general provisions of the terms and conditions, the insurance is extended to cover liability for damage as a result of excavation, soil drilling and soil compaction, excluding damage to buildings.

It is a prerequisite that the insured can document that prior to the commencement of any such work:

1. authorisation has been obtained from the authorities where required,
2. map material has been obtained from the authorities and utility owners and the location of wires, cables and sewers has been analysed.

However, to the extent that the insured carries out minor excavation work, such as digging down posts or similar for the installation of e.g. fences, flagpoles in connection with short-term events, such excavation work is covered by the insurance without the insured having obtained permission from authorities, see points 1) and 2) above.

### **Custody**

Notwithstanding the terms and conditions of the insurance, this insurance covers the Insured's liability for loss of or damage to property for which the Insured is responsible because it is in his custody or otherwise entrusted to the Insured as part of the Insured's business.

### **Harbour operations**

The insured's liability for damage in connection with harbour operations (marina) is covered to the extent that the harbour area is linked to a sports association/sports club.

The responsibility for the harbour's other activities is thus not covered by this extension.



### **Passenger liability**

The liability insurance has been extended to cover the assured's liability for damages in the event of accidents during maritime transport of passengers in ships carrying no more than 12 passengers in accordance with section 403a(1) and (2) of the Danish Maritime Act, cf. Act no. 249 of 21 March 2012 (Act amending the Danish Maritime Act) or future provisions that may replace the current applicable provisions. This extension of cover does not include liability in connection with the carriage of passengers in national traffic by class C and/or D passenger ships.

The extension of the liability insurance covers the Insured's liability for personal injury and damage to hand luggage caused by commercial passenger transport and with the sums insured pursuant to Act no. 249 of 21 March 2012, cf. the reference to the provisions of Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (the Athens Regulation).

### **Leasing of kiosk, cafeteria and restaurant operations**

It is clarified that the insurance covers the liability that the insured may incur in connection with leased activities, e.g. cafeteria.

The insurance does not cover the lessee's independent liability.

### **Regulatory approval and own safety rules**

It is a prerequisite for insurance coverage that the individual co-insured organisations' safety regulations are known to all, both users and instructors, and that the necessary and relevant instruction in the use of the equipment is included in the rental/loan of equipment.

Police authorisation must be obtained to the extent that this is a legal requirement, and the rules laid down by the authorities must be complied with at all times.

### **The shooting range order**

The insurance is extended to cover the insured's liability for damages that fall under the Danish Shooting Range Order.

For shooting on a range, the range/facility must be approved by the authorities.

### **Cross liability**

The insurance is extended to cover the insureds cross liability liability for personal injury and property damage. However, note that this does not apply to the Legal Aid Insurance, cf. its separate terms and conditions.

### **Sailing**

The insurance covers the insured's liability for damage in connection with

- a) rowing boats, including canoes and kayaks
- b) boats with an outboard engine of no more than 6 HP
- c) Sailing dinghies under 5.5 metres.

The insurance is also extended to cover the assured's liability for damage to persons being towed behind the boat (e.g. water skiers), and this applies regardless of whether the seagoing vessel exceeds the limitations in points a. and b. of this clause. The cover for this is subsidiary to the seagoing vessel's own liability insurance, which is taken into account in the premium calculation.



### Co-insured's

- Specialised federations under DIF
- Regional organisations under DGI, based in Denmark
- Local associations that are domiciled in Denmark and that are member of DIF (through a specialised association) or DGI (through a regional association) and which fulfils the following condition:
  - The organisation must be entitled to count members in DIF or
- DGI through the sports organisations' joint member registration system, CFR
- The following local organisations that are members of DIF or DGI are co-insured even if they do not fulfil the condition to calculate members in CFR:
  - The main association in multi-tiered associations, whose branches settle
- CFR members
- Shooting range associations that are organised under DGI
- The following members of DIF or DGI are not covered by the insurance, even if they are members of CFR:
  - Continuation schools, folk high schools, private primary schools and other schools

Entities that are not members of DIF or DGI, e.g. support organisations and clubs in corporate form are not covered by insurance.

The insured group of persons is thus:

- The managers, coaches, instructors, referees and other staff employed by the insured.
- Designated volunteer leaders, coaches and instructors in their work for secured people.
- Others who work for the insured. I.e. the individual member's liability for damage is not covered by the insurance when the member is an athlete as a private individual.

### Liability for events

In addition to pure sporting events, such as competitions and matches that can be attributed to the sporting activity, the insurance is, in accordance with the terms and conditions of the insurance, extended to include the insured's organiser liability, including preparation and organisation of, and clean-up after the event.

It is clarified that this extension does not include the following:

- 1) Liability in connection to motorsport, training and motor races, including driving on closed tracks, roads or areas in accordance with the Executive Order on the organisation of motor races on tracks and the circular on the organisation of motor races on roads
- 2) the participants' personal liability for damage caused in connection with the event's activities
- 3) the independent liability of entertainers and stand and/or tent tenants.

Co-insurance of international sports and sports federations (additional insured):

It is agreed that international sports and sports federations with which the insured has entered into contact or entered into a contract are co-insured under this insurance within the other terms and conditions of the insurance.

However, it is a prerequisite that such a claim would be eligible for coverage if the claim was made directly against the insured.



When required by such contract or agreement with the co-insured organisation, this insurance will act as primary insurance on behalf of the co-insured organisation.

Under no circumstances does the insurance cover the co-insured organisation's independent liability for its own acts or omissions. It is agreed that HDI is authorised to handle the claims handling, and the co-insured association cannot in any way obligate HDI.

### **Re-instatement**

Should the insurance limit be fully or partially exhausted by one or more claims, the insured has the right to request that the limit be fully restored, but only so that the maximum restoration per insurance year does not exceed the amount corresponding to the sum insured on the policy.

Upon restoration, an additional premium is charged, calculated pro rata and pro rata temporis as specified below:

#### Amount of cover consumed:

0-25%: 25% of annual premium

26-50%: 50% of annual premium

51-75%: 75% of annual premium

76-100%: 100% of annual premium

#### Time of reinstatement:

0-3 months: 100% premium

3-6 months: 75% premium

6-9 months: 50% premium

9-12 months: 25% premium

### **Agility and other dog activities**

The insurance covers liability for damage caused by dogs to dog trainers, instructors, extras and competition judges Personal injury to these persons and damage to animals or property belonging to these persons in connection with the performance of their duties at club and association events, e.g. obedience training, training of extras, agility, puppy motivation, exhibitions and competitions. In other words, it is disregarded that the persons mentioned have contributed to the injury during the performance of their duties.

Coverage is subject to the condition that the statutory (private) dog liability insurance has not been extended with extra coverage in the event of a documented error/omission.

### **First aid etc.**

The insurance is extended to cover the insured's liability for personal injury caused during the performance of first aid and/or first aid.

However, the insurance does not cover liability for damage that is covered by the "Act on Access to Complaints and Compensation in the Healthcare Sector" (KEL). However, damage that falls below the de minimis limit as described in the law is covered.





### **Shooting clubs - hunting rifle shooting**

The insurance has been extended to cover the insured's liability for damage in connection with the rental of shooting ranges to hunting organisations that need to deposit hunting rifles.

It is a condition of insurance coverage that:

- The shooting range is authorised for shooting hunting rifles. Documentation of this must be available before the shooting range is rented out
- The shooting club (landlord) must see/receive documentation that the hunting club has the necessary extension of the hunting insurance in relation to shooting on such a range.

### **Reloading with smokeless/black powder for non-commercial use**

It is a condition of insurance cover that the "Conditions for storage of smokeless gunpowder and caps for use in reloading cartridges" and "Conditions for reloading cartridges with smokeless gunpowder" for personal or private use are complied with, and that persons carrying out such reloads have the necessary authorisation to do so.

## EXCEPTIONS

### **Asbestos/asbestosis**

This insurance does not cover claims for property damage and/or personal injury and/or property loss directly or indirectly caused by, resulting from or otherwise caused by asbestos or materials containing asbestos in any form or quantity.

### **Employers Liability**

The insurance does not cover bodily injury suffered by a person under contract, in service or apprenticeship as a consequence of his/her employment with the Insured, to the extent that such bodily injury is insured under a compulsory or statutory industrial injury insurance or employers' liability insurance. However, this insurance covers any recourse claims from such insurances.

### **EMF**

The policy does not cover claims that are directly or indirectly caused by electromagnetic radiation.

Electromagnetic radiation is defined as:

- any electric field, magnetic field, electromagnetic field
- radiation caused by any electrical current, regardless of how it is generated
- radio frequency or microwave radiation

### **Aircraft, airports and off-shore**

The insurance does not cover liability for damage in connection with installation or assembly in aircraft, airports (airside) and off-shore installations and for products included in these.

In addition to the above, it is clarified that all work around and in connection with drilling, extraction, seismic surveys and works, geological surveys and works, submarine cables and similar works are exempt, regardless of water depth.

### **Terror/war**

This insurance does not cover damage and/or loss directly or indirectly related to war, warlike situations, revolution, riots, civil commotion, civil commotion, terrorism or similar serious disturbances of the peace.

Terrorism is defined as unlawful acts directed against the public - such as a violent act or the dangerous dissemination of biological or chemical agents - that are carried out with the intent to influence political, religious or other ideological bodies or to spread fear.

Under no circumstances does the insurance cover damage or loss attributable to countries or jurisdictions where sanctions, prohibitions or restrictions apply in accordance with UN resolutions or trade regulations.

### **Cyber loss / damage**

1. Coverage for any damage or loss arising out of/related to Cyber Damage is excluded.

2. Cyber Damage means any loss, property damage, personal injury, liability, expense, fine, penalty or similar and any other payment that is directly or indirectly caused by: 1) Unauthorised and/or intentional malicious use or application of any computer or computer network;

2) reduced ability or loss of ability to access or use any computer system, computer network or data as a result of unauthorised access thereto;

3) unauthorised access to the processing, transmission, storage and use of any data;



4) inability to access, process, transmit and store any data as a result of unauthorised access to the Insured's computer systems, computer networks or data;

5) any threat or fraud that may relate to 2.1 - 2.4 above;

6) any error or omission or any accident in relation to any computer systems, computer networks or data resulting from unauthorised access thereto;

3. computer system means any computer, hardware, software, application, process, code, programme, information technology, communications system, or other electronic device owned or used by the insured or anyone else. This includes any similar system or related input, output, data storage system/device, network equipment or back up facility.

4. computer network means computer systems and other electronic devices or network facilities connected by any form of communication technology, including the internet, intranets and virtual private networks (VPNs) that allow networked computers to share data.

5. Data means information used, accessed, processed, handled, transmitted or stored by a Computer System.

Cyber loss extension (buy-back cover)

(1) Notwithstanding the above exclusion of cyber loss and damage, the Company indemnifies the Insured against liability incurred by the Insured for bodily injury or property damage and loss of ingredients and components resulting from cyber damage.

or economic sanctions, laws or regulations of the European Union, one of its Member States or the United States.

#### **Abuse, molestation, etc.**

The insurance does not cover liability for damage or loss related to abuse, neglect, exploitation or any other form of violation.

#### **Package Travel Directive**

The insurance does not cover liability under the Package Travel Directive.

#### **Special activities**

The insurance does not cover liability for personal injury arising in connection with:

- 1) professional practice of sport
- 2) practicing martial arts, other than in connection with regular training
- 3) motorsport
- 4) skydiving, bungee jumping and other adventure activities
- 5) damage caused by horses. However, the insurance covers, on a subsidiary basis, liability for damage caused by horses if such liability is not covered by the statutory horse insurance.
- 6) transmission of infectious diseases that are considered epidemic/pandemic.

***This document is an English translation of the original policy document which is scripted in Danish. In case of discrepancy or mis-translation, the Danish version shall apply and prevail at all times***