



FOOTBALL AGENTS INSURANCE (FAI)

FOR

LICENSED PLAYERS' AGENTS

PROFESSIONAL INDEMNITY INSURANCE WORDING.

Whereas **the Insured**, as defined herein, has made to **Insurers** a proposal containing particulars and statements which it is hereby agreed are the basis of this Certificate and are to be considered as incorporated herein, and has paid the **Premium** stated in the Schedule.

Now We, the **Insurers**, to the extent and in the manner hereinafter provided, hereby agree to indemnify **the Insured** up to the limit of indemnity stated in the Schedule against all sums which **the Insured** shall become legally liable to pay and shall pay as **Damages** as a result of a **Claim** made against **the Insured** during the period of insurance stated in the Schedule directly arising out of **the Insured Activities** of **the Insured**.

Insurers agree to pay all legal costs and expenses incurred with **Insurers'** written consent in connection with the defence of any **Claim** which falls to be dealt with under this Certificate provided that **Insurers'** total liability under this Certificate for all **Damages** and/or costs and/or expenses shall not exceed in all the limit of indemnity stated in the Schedule, notwithstanding the number of **Claims** made. However, if an excess is stated in the Schedule, this amount shall be borne by **the Insured** at their own risk and **Insurers'** liability shall only be in excess of this amount.

DEFINITIONS

- (i) "**Circumstance**" shall mean a **Circumstance** that is likely to give rise to a **Claim**. This includes but is not limited to the following:
- a. an intimation of an intention to made a **Claim**; and/or
 - b. any known direct or indirect criticism (whether justified or not) or dispute whether expressed or implied relating to **the Insured's** conduct; and/or
 - c. any awareness by **the Insured** of a failing or real doubt of the efficacy of **the Insured's** conduct.
- (ii) "**Claim**" means:
- a. a written or oral **Claim** or demand made against **the Insured** for monetary compensation or other non-pecuniary relief in respect of the cover provided under this Certificate of Insurance; or
 - b. A civil or arbitration proceeding issued against **the Insured**; or
 - c. A formal regulatory professional or administrative proceeding, investigation or inquiry;
- arising out of any negligent act, error or omission of **the Insured** in respect of **the Insured's** Activities
- (iii) "**Damages**" means a sum that **the Insured** is legally liable to pay pursuant to a monetary judgment, award or settlement. **Damages** shall not include:
- a. future profits, restitution, disgorgement of unjust enrichment or profits, or the costs of complying with orders granting injunctive or equitable relief; or
 - b. any **Damages** which are a multiple of compensatory **Damages**, fines, taxes or loss of tax benefits, sanctions or penalties; or
 - c. punitive or exemplary **Damages**, unless insurable by law; or
 - d. any amounts for which **the Insured** is not liable, or for which there is no legal recourse against **the Insured**.
- (iv) "**Employee**" shall be deemed to mean any person engaged or previously engaged under a contract of employment with **the Insured**.
- (v) "**Insurers**" shall be deemed to mean those parties subscribing to this Certificate of insurance.
- (vi) "**the Insured**" shall be deemed to mean:-
- a. The natural person named in the Schedule, being a **Licensed Players' Agent**;
 - b. in the event of the death, incapacity, insolvency or bankruptcy of a **Licensed Players' Agent** the estates, heirs and/or legal and/or personal representatives and/or trustees or assignees in bankruptcy as the case may be of a **Licensed Players' Agent**.
- (vii) "**Insured Activities**" shall mean only the following services performed by **the Insured** as a **Licensed Players' Agent** pursuant to Article 1 of the FIFA Players' Agents Regulations (2008);
- a. for a fee the introduction of players to clubs with a view to negotiating or renegotiating an employment contract; or
 - b. for a fee the introduction of two clubs to one another with a view to concluding a transfer agreement within one association or from one association to another.
- (viii) "**Licensed Players' Agent**" shall mean a natural person who at inception of the Certificate of Insurance holds a valid and subsisting official licence issued by the relevant football association, which allows that natural person to act as a Players' Agent pursuant to the FIFA Players' Agents Regulations (2008).
- (ix) "**Premium**" shall be deemed to mean the agreed amount stated in the Certificate plus all applicable taxes at the rates from time to time in force. It is understood by both **Insurers** and **Insured** that the **Premium** is on a fixed rate basis and non-refundable.

EXCLUSIONS

Insurers shall not be liable for:

- (i) any **Claim** made upon **the Insured** for work carried out by **the Insured** for and in the name of any association formed of which **the Insured** form part for the purpose of undertaking any joint venture or joint ventures unless **Insurers'** agreement has been first obtained and an endorsement made upon this Certificate;
- (ii) any **Claim**
 - (a) by any person for bodily injury, sickness, disease, mental illness or death, incurred contracted or occurring whilst under a contract of service or apprenticeship with **the Insured**, or
 - 1. for any breach of any obligation owed by **the Insured** as an employer or prospective employer to any **Employee, or**
 - 2. for any breach arising out of or resulting from any employer-**Employee** relations, policies, practices, acts, or omissions, any actual or alleged refusal to employ any person, or misconduct with respect to **Employees**
- (iii) any **Claim** for fines penalties or punitive or exemplary **Damages**;
- (iv) any **Claims** arising out of any defect in or use of any buildings, premises or land owned or occupied by **the Insured** including injury to or destruction of any tangible property, including the loss of use thereof;
- (v) any **Claim** directly or indirectly caused, or contributed to or in any way arising from or alleging any dishonest, fraudulent or criminal act, error or omission;
- (vi) any **Claim** in respect of which **the Insured** are entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been payable under such insurance had this Certificate not been effected;
- (vii) any **Claim** arising out of or resulting from any act, error or omission committed prior to the inception date of this Insurance:
 - (a) if **the Insured** on or before the inception date knew or could have reasonably foreseen that such act, error, or omission might be expected to be the basis of a **Claim**; or
 - (b) in respect of which **the Insured** has given notice of a **Circumstance** which might lead to a **Claim** to the **Insurer** of any other policy in force prior to the inception date of this Certificate.
- (viii) any **Claim** made against **the Insured** by reason of any negligent act, error or omission, as defined, committed or alleged to have been committed by **the Insured** (or as a result of Documents having been destroyed, damaged, lost or mislaid,) prior to any Retroactive Date specified in the Schedule;
- (ix) any **Claim** directly or indirectly caused , or contributed to, by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or from war invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by, or under the order of, any government or public or local authority;
- (x) any **Claim** directly or indirectly caused by financial or tax advice to any party. Advice relating to commercial practices is also excluded hereon, except for where such advice is provided in accordance with Article 1 of the FIFA Players' Agents Regulations (2008)

- (xi) any **Claim** arising out of, based upon or attributable to any fact, **Circumstance**, **Claim** or act, error or omission or any matter substantially the same as that in respect of which notice has been given under any other certificate or policy existing or expired before or on inception dated of this policy, or that **the Insured** knew or ought reasonably to have known about before inception of this Policy.
- (xii) any **Claim** where **the Insured** would be entitled to be paid under any other insurance policy.
- (xiii) any **Claim** directly or indirectly arising from **the Insured's** participation in any contract, other than the contracts referred to in Article 1 of the FIFA Regulations Players Agents (2008) covered by this Policy.
- (xiv) any **Claim** directly or indirectly arising from services that are provided by **the Insured** to other parties such as managers or coaches.
- (xv) any **Claim** directly or indirectly arising from **the Insured's** participation in any contracts where **the Insured** represents the interests of more than one party per transaction covered by this contract.
- (xvi) any **Claim** arising from a failure to arrange, buy or maintain any form of insurance, suretyship or bond.
- (xvii) any **Claim** for or arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret and copyright.
- (xviii) For or arising out of libel, slander, or any other form of defamation, disparagement or harm to the reputation or character of any person or organization, or for or arising out of invasion of or interference with a person's right to privacy.
- (xix) For or arising out of or resulting from actual or alleged discrimination of any kind including but not limited to age, colour, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy.
- (xx) For or arising out of any actual or alleged commingling of or inability or failure to pay, collect, or safeguard funds.
- (xxi) Any **Claim** for liability in respect of any action for **Damages** brought against **the Insured** in a Court of Law in the United States of America.

GENERAL CONDITIONS

1. **The Insured**, as a condition precedent to their right to be indemnified under this Certificate, shall notify the **Insurers** in writing as soon as practicable and in any event not later than 14 days, of any **Claim** or **Circumstance** made or threatened against **the Insured**. In each case you must provide full particulars including relevant dates, events, **Circumstances** and persons/or entities involved, including the amount of the alleged or potential **Claim**.

If, during the period of this Certificate **the Insured** gives written notification of a **Circumstance** and **Insurers** accept such notification, any subsequent **Claim** that arises out of the **Circumstance** will be deemed to have been made in the period of insurance set out in the Schedule to this Certificate.

The Insured must co-operate fully with **Insurers** at all times and must provide any information or assistance that they may reasonably require at **Insured's** own cost.

2. After notice to **Insurers** has been given of a **Claim** or a **Circumstance**, it is a condition precedent to liability that **the Insured** shall not disclose to any person without **Insurers'** written consent the nature or terms of this Certificate and no liability shall be admitted or costs or expenses incurred and no admission, arrangement, offer, promise or payment shall be made by **the Insured** without the written consent of the **Insurers**.
3. **Insurers** shall be entitled at their own choice to take control of the defence of any **Claim** or to prosecute in the name of **the Insured** for their own benefit any **Claim** for indemnity or damage or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings in the settlement of any **Claim**. Notwithstanding anything contained within this clause, any arbitration proceedings in respect of claims made under the terms and condition of this Policy will be in accordance with Rule 'K' - Arbitration, of The Rules of the Football Association Limited unless otherwise specifically required by the appropriate regulatory body.

If **Insurers** and **the Insured** cannot agree upon a single arbitrator, both parties may agree to the decision to appoint two arbitrators; one to be appointed in writing by each party and in case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference.

4. Nevertheless, the **Insurers** shall not exercise their subrogated rights of recovery against any person who has been or may be under a contract of service or apprenticeship with **the Insured** unless the payment giving rise to such right has been brought about or contributed to by the dishonest fraudulent criminal or malicious act of such person.
5. If **the Insured** shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the **Claimant** and elects to contest the **Claim**, Underwriters' liability for any **Damages** and legal costs and expenses shall not exceed the amount for which the **Claim** could have been settled, less the remaining deductible, plus the legal costs and expense incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the further defence thereof by tendering control of said defence to **the Insured**.
6. **The Insured** shall not affect insurance for any sum in excess of the indemnity provided by this Certificate without the prior consent of **Insurers** hereon.
7. **The Insured** shall maintain such records as will enable them to supply at any time when requested the total amount of the Gross Fees received by them and that such records may be inspected at any time by **Insurers** or their duly authorised representatives, should they so require.
8. If **the Insured** shall submit any **Claim**, knowing the same to be false or fraudulent as regards the amount or otherwise, this **Insurers** reserve the right to void this Certificate and any **Claim** hereunder.

9. Unless specifically agreed to the contrary it is understood by both **Insurers** and **the Insured** that this Insurance Contract shall be governed by and construed in accordance with the laws and jurisdiction of the courts of England and Wales unless more specifically stated in the Policy Schedule.
10. Unless specifically agreed to the contrary it is understood by both insurers and the Insured that any dispute arising from this Insurance Contract shall be referred by either party for arbitration in accordance with the laws and jurisdiction of the courts of England and Wales unless more specifically stated in the Policy Schedule.
11. If any provision of this Certificate is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Certificate which shall remain in full force and effect.

COMPLAINTS PROCEDURE

If you have any questions or concerns about your policy or the handling of a **Claim** you should, in the first instance, contact:

Duncan Fraser
JLT Specialty Limited
6 Crutched Friars
London EC3N 2PH

E-mail - duncan_fraser@jltgroup.com

Tel 020 7528 4885
Fax 020 7528 4280

If you have a problem concerning any aspect of your insurance please contact:

The Head of Compliance
JLT Specialty Limited
6 Crutched Friars
London EC3N 2PH

Tel: 020 7528 4400
Fax: 020 7528 4500

If you are unable to resolve the situation and wish to make a complaint you can refer it to the Complaints Department at Lloyd's, who may, in certain **Circumstances**, be able to review the matter.

Their address is:

Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 7HA

Tel No. : 020 7327 5693
Fax No.: 020 7327 5225
E-mail: Complaints@Lloyds.com

In the event that the Policyholder & Market Assistance Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service (or the local equivalent in the Insured's domiciled territory as detailed in the policy schedule) at South Quay Plaza, 183 Marsh Wall, London E14 9SR, United Kingdom.

You can find further information about the Financial Ombudsman Service or the Financial Services Compensation Scheme on their websites at www.financial-ombudsman.org and www.fscs.org.uk. Alternatively, please contact our Business Risk & Regulatory Compliance Department at our registered office address.

Further details will be provided at the appropriate stage of the complaints process.

Lloyd's is regulated by the Financial Services Authority ('the FSA') whose address is:

Financial Services Authority
25 The North Colonnade
Canary Wharf
London E14 5HS.

Attaching to and forming part of the Certificate Number shown in the Schedule

This Certificate is subject to the following Clauses:

Claims by Associated Persons Exclusion Clause

War and Terrorism Exclusion Clause NMA 2918

Premium Payment Clause LSW 3000

Several Liability Notice LSW 1001

Notification of **Claim** Clause

12 Month Extended Reporting Period

Subject otherwise to the terms, conditions and exceptions of the Certificate.

SEVERAL LIABILITY NOTICE

The subscribing **Insurers'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations.

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CLAIMS BY ASSOCIATED PERSONS EXCLUSION CLAUSE

This Certificate shall not indemnify **the Insured** in respect of **Claims** made against them, by any person or entity having a financial or executive interest in the operation of **the Insured**, unless such **Claim** emanates from an independent third party.

Subject otherwise to the terms, conditions and exceptions of the Certificate.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the **Insurers** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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PREMIUM PAYMENT CLAUSE

The (Re)**Insured** undertakes that the **Premium** will be paid in full to **Insurers** within 60 days of inception of this policy (or, in respect of instalment **Premiums**, when due).

If the **Premium** due under this policy has not been so paid to **Insurers** by the 60th day from the inception of this policy (and, in respect of instalment **Premiums**, by the date they are due) **Insurers** shall have the right to cancel this policy by notifying the (Re)**Insured** via the broker in writing. In the event of cancellation, **Premium** is due to **Insurers** on a pro rata basis for the period that **Insurers** are on risk but the full policy **Premium** shall be payable to **Insurers** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid **Claim** under this policy.

It is agreed that **Insurers** shall give not less than 15 days prior notice of cancellation to the (Re)**Insured** via the broker. If **Premium** due is paid in full to **Insurers** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all **Insurers** participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the **Premium** is to be paid through a London Market Bureau, payment to **Insurers** will be deemed to occur on the day of delivery of a **Premium** advice note to the Bureau.

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**RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION
CLAUSE**

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature
- (c) any sum which **the Insured** becomes legally liable to pay or any loss or expense directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

SUBJECT OTHERWISE TO THE TERMS CONDITIONS LIMITATIONS AND EXCLUSIONS OF THE POLICY

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NOTIFICATION OF CLAIM CLAUSE

All notifications of **Claims, Circumstances** and losses under this policy must be in writing and properly addressed concurrently to both the [coverholder](#) and to Beazley Syndicate 2623 / 623 at the following addresses:

Stuart Corney
JLT Specialty Limited
6 Crutched Friars
London
EC3N 2PH
E-Mail - stuart_corney@jltgroup.com
Tel - 0207 558 3548

And

Stephen Crabb
Beazley Group plc
Plantation Place South
60 Great Tower Street
London
EC3R SAD
E-Mail - Stephen.crabb@beazley.com
Tel - 020 7674 7053

If posted the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

12 MONTHS EXTENDED REPORTING PERIOD

If this Certificate is not renewed, nor replaced or succeeded by any other policy with the purpose of providing Professional Agents Insurance, or **the Insured** ceases to perform **Insured Activities** as detailed herein and provided that in any case this clause shall only operate in respect of death, disablement or retirement, then **the Insured** shall have the right, upon payment of an additional **Premium** of 100% of the annual **Premium**, to an extended reporting period of 12 months for the coverage provided by this Certificate for any **Claim** first made against **the Insured** during the Extended Reporting Period, but only in respect of **Insured Activities** provided before the expiry of this Certificate. Furthermore there shall be no increase in the aggregate Limit of Liability, during the agreed extended reporting period.

Provided always that, should this Policy be replaced or succeeded by any other insurance with the purpose of providing Professional Agents Insurance within the Extended Reporting Period provided for herein, the Extended Reporting Period shall terminate immediately. In the event of termination, **Premium** shall be deemed fully earned.

A written request for this extension, together with both confirmation that the policy has not been replaced or succeeded and payment of the additional **Premium** in addition to written confirmation that there have been no claims or circumstances likely to give rise to a claim, must be received within 15 days after the expiry of the Policy Period.

Any **Claim** made during the Extended Reporting Period shall be considered made during the Certificate Period and all terms and conditions shall apply. Furthermore, should there be any claims or circumstances likely to give rise to a claim, this clause cannot be invoked automatically and would need authorisation from **Insurers**.

Should **the Insured** wish to extend their Extended Reporting Period beyond the agreed 12 months, the extension will be at **Insurers** discretion.