

insure  *sport*[®]

Clubhouse Sports Liability
Insurance Booklet

Thank you for choosing **Insure4Sport**.

Insure4Sport is a trading name of Ripe Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in 'Definitions'. From now on wherever a word with a definition is used it will be printed in **bold** type.

The next few pages give **You** a summary of the main **Policy** benefits and terms and conditions, known as the **Policy** Summary (KeyFacts®) therefore does not contain the full terms which can be found further in this insurance booklet.



INSURE4SPORT FACILITIES LIABILITY SUMMARY

NAME OF THE UNDERWRITER

Accelerate Underwriting Ltd on behalf of Royal & Sun Alliance Insurance PLC.

TYPE OF INSURANCE AND COVER

This insurance can provide cover for the following. Please refer to **Your Insurance Schedule** for details of the cover applicable to **You** as the **Insured Person**:

- Section 1. Public Liability (optional)
- Section 2. Professional Indemnity (optional)
- Section 3. Employers' Liability (only available if section 1 – Public liability is selected)

STANDARD FEATURES AND BENEFITS

- Cover shall apply as defined under **Territorial Limits** in **Your Insurance Schedule**, but only in respect of claims brought against **You** in the **United Kingdom**.
- Cover is only available to non-professional Sports persons, Teams or entities who are resident or domiciled in the **United Kingdom**.

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 1 Public Liability	<ul style="list-style-type: none"> • Indemnity for third party Bodily Injury and Third Party Property Damage up to the limit defined in Your Insurance Schedule. • Legal advisors fees and court costs involved in defending any claims against the Insured • Legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 • Legal liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Personal Injury or damage • Legal costs and expenses incurred with in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the Policy wording. • Bodily Injury to Your employees • Liability arising out of the rendering or failure to render professional advice or service by the Insured • Any Personal Injury caused, or contributed to, by any participant to any other participant whilst participating in a match or practice of any high impact sports including Rugby Union, Rugby League, Association Football, Gaelic Football, Gridiron, Australian Rules Football, Boxing, Martial Arts and all other contact Sports where the rules permit physical contact by undertaking tackles, scrums, mauls or throws between players or participants. • The limit of indemnity shall be inclusive of defence costs. • Any Excess detailed in the Insurance Schedule
Section 2 Professional Indemnity	<ul style="list-style-type: none"> • Indemnity for Compensation sought following negligent act, error or omission in respect of advice or services provided for which You have received a fee in consideration up to the limit defined in Your Insurance Schedule • Libel, slander & / or defamation • Legal costs 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the Policy wording. • Bodily Injury to Your employees • Any Excess detailed in the Insurance Schedule
Section 3 Employers' Liability	<ul style="list-style-type: none"> • Provides indemnity to meet all sums including costs and expenses You become legally liable to pay as damages in the event of Bodily Injury sustained by any Employee which arises out of and in the course of their employment. 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the Policy wording. • The sum Insured shall be inclusive of defence costs. • Bodily Injury to an Employee in circumstances where compulsory insurance or security is required by Road Traffic Act legislation

PERIOD OF INSURANCE

The period of insurance as stated in **Your Insurance Schedule**.

YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Insure4Sport within 14 days of issue. On condition that no claims have been made or are pending, a full refund will be available.

There after **You** may cancel the **Policy** at any time by informing Insure4Sport however no refund of Premium will be payable.

OUR RIGHT TO CANCEL

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to **Your** last known address. Provided the Premium has been paid in full **You** shall be entitled to a proportionate rebate of Premium in respect of the unexpired period showing on the insurance.

MAKING OR REPORTING A CLAIM

Should **You** need to make a claim or report an incident that could give rise to a claim under this insurance please contact:

Telephone: +44 (0)800 668 1117

Post: Insure4Sport Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN

Email: newclaim.insure4sport@davies-group.com

OUR COMPLAINTS PROCEDURE

We are proud of the service that **We** provide and of **Our** careful selection of intermediaries **We** trust to service the **Policy**. Occasionally, things may go wrong and if this happens **We** have a procedure in place to fully investigate **Your** complaint and where appropriate, to make changes to prevent a recurrence.

- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Insure4Sport.
- If **You** still have cause for complaint then contact The Managing Director, Accelerate Underwriting Limited, 3rd Floor, News Building, 3 London Bridge Street, London, SE1 9SG.
- If In the unlikely event that **Your** concerns have not been resolved, **Your** complaint will be referred to **Our** customer relations team who will arrange for an investigation on behalf of **Our** Chief Executive. Their contact details are as follows: RSA Customer Relations Team, P O Box 255, Wymondham, NR18 8DP or email crt.halifax@uk.rsagroup.com
- Complaints that still cannot be resolved may be referred to the Financial Ombudsmen Service: Financial Ombudsmen Service, Exchange Tower, Harbour, Exchange Square, London, E14 9SR.

YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

COMPENSATION

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to **Compensation** from the scheme, depending on the type of insurance and the circumstances of the claim.

For this type of insurance 90% of **Your** claim is covered, without any upper limit. Further information about **Compensation** scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

INSURE4SPORT FACILITIES LIABILITY POLICY WORDING

Effected with Accelerate Underwriting Limited on behalf Royal and Sun and Alliance Insurance PLC by Ripe Insurance Services Limited , The Royals, Altrincham Road, Manchester M22 4BJ.

In witness whereof this insurance has been signed at the place stated and on the date specified in the **Insurance Schedule** by Ripe Insurance Services Limited .



.....
Authorised Signatory
Ripe Insurance Services Limited

Ripe Insurance Services Limited is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. This part of the document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The **Policy** wording and schedule make one document and must be read together. Please keep them together.

INTRODUCTION

This part of the document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The **Policy** wording and schedule make one document and must be read together. Please keep them together.

The contract is based on the information **You** gave **Us** when **You** applied for the insurance.

Your Policy is in two parts – this **Policy** wording and the schedule

Policy	Schedule
<ul style="list-style-type: none">• Exactly what is covered and what isn't• How to make a claim and how We will settle that claim• Our obligations to You• The terms and conditions you must comply with	<ul style="list-style-type: none">• The sections of the Policy that apply to you and the dates from which cover is in force• The various limits and sums insured that apply to Your cover• Any special terms that apply to Your Policy• Your Premium• Your Policy number

Our part of the contract is that **We** will provide the cover set out in this **Policy** wording:

- for those sections which are shown on **Your Insurance Schedule**;
- for the insurance period set out on the same **Insurance Schedule**.

Your part of the contract is:

- **You** must pay the Premium as shown on **Your Insurance Schedule** for each insurance period;
- **You** must comply with all the terms and conditions set out in this **Policy**.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, increase the Premium or **You** may find that **You** do not have any cover.

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IMPORTANT FEATURES:

Insurance Booklet: **You** should read this document carefully in conjunction with the **Insurance Schedule**. It gives details of what is and is not covered by the Insurance and the Conditions and Exclusions of the cover.

Conditions and Exclusions: Conditions and exclusions will apply to individual sections of the Insurance while general exclusions and conditions will apply to the whole Insurance.

Limits: All sections have limits on the amount **We** will pay under that section. Some sections also include inner limits.

Excesses: Claims under certain sections may be subject to an **Excess**. Where there is an **Excess, You** will be responsible for paying the first part of a claim.

Complaints: This insurance includes a complaints procedure which tells **You** what steps **You** can take if **You** wish to make a complaint.

'Cooling Off' Period: This Insurance Booklet contains a 'cooling off' period, which allows **You** to return it if **You** have justifiable reason to be dissatisfied with the cover provided.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.

If the insurance does not meet **Your** requirements please return it.

Please note that this Insurance is only available to individuals who are non-professional Sports persons, groups or Teams and are resident in the **United Kingdom**.

DEFINITIONS

Act of Terrorism

An act, including but not limited to the use of force or violence and/or 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) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Aircraft

Any vessel, craft, **Vehicle**, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes.

Bodily Injury

Identifiable physical injury or death.

Compensation

Includes interest which may be awarded upon damages or incurred upon a judgment debt and plaintiffs costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated or exemplary damages.

Claims Made

Claims made during the actual policy period unless renewal terms have been negotiated and agreed in advance.

Coach(es)/Referee(s)

A **Member** of the club, association, league or entity who is accredited and **Qualified** in accordance with the requirements of **The Sport** or activity nominated in the **Insurance Schedule** and/or a person with a minimum of coaching or refereeing experience in the nominated sport or activity, indicated in the **Insurance Schedule**.

Compensation

Includes interest which may be awarded upon damages or incurred upon a judgment debt and plaintiffs costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated or exemplary damages.

Excess

The first amount of any claim payable by the **Insured**.

Fungus, Mildew and Mould

Includes but is not limited to any form or type of mould, mildew, mushroom yeast or biocontaminant. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any Fungus/fungi.

General Liability

Means any liability of the **Insured** indemnifiable under Insuring Agreement (1) other than **Products Liability**.

Insurance Schedule

Sets out the specific terms applicable to the cover and should be read together with the **Policy**. In addition to the **Policy** a schedule will be provided.

Insured/Insured Person

- Club, association, league or entity named in the **Insurance Schedule**;
- Any Director, Executive Officer, Committee **Member**, Office-holder, **Employee**, **Coach** or **Referee** of the club, association, league or entity but only whilst acting within the scope of their duties in such capacity;
- A **Qualified** person appointed by the club, league or association to act as a **Coach**/official but only whilst acting in the scope of their duties in such capacity.
- Any registered **Member** of the club, association, league or entity or voluntary worker but only whilst acting in connection with club, association, league or entity activities and whilst conforming to the rules and by-laws. Such **Member** shall only be entitled to indemnity hereunder to the extent that said **Member** is not entitled to indemnity under any other policy of insurance;
- Any owner of plant in respect of the hire of said plant to the club, association, league or entity but only to the extent required under written contract or agreement.

Known Circumstance

Any circumstance or circumstances of which the **Insured** had become aware prior to the **Policy** inception and which the **Insured** or a reasonable person of the **Insured**'s profession would at any time prior to the **Policy** inception have considered may give rise to a claim or claims against the **Insured**, as specified in the **Insurance Schedule**.

Landing Area

Any part of earth's surface including water or any structure or property used for embarkation or disembarkation of people or loading or unloading of goods or where **Aircraft** kept, housed maintained or operated and where **Aircraft** may take off and land.

Medical Persons

Medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.

Member

Any member, temporary player or other person actively engaged in and appropriately registered for the purpose of playing **The Sport** or activity named in the **Insurance Schedule**.

Occurrence

An event, including continuous, repeated exposure to substantially the same general condition, which results in **Personal Injury** or **Property Damage** neither expected nor intended from the stand point of The **Insured**.

Policy

The policy wording (along with the **Insurance Schedule**) which forms part of the legal contract between **You** and **Us**.

Personal Injury

Death, bodily injury, illness or disease of or to any person.

Product

Any property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured** for the purpose of **The Sport** or activity noted in the **Insurance Schedule**.

Products Liability

Any liability of the **Insured** indemnifiable under Insuring Agreement (1) which arises directly or indirectly out of a **Product** or any defect or failure thereof.

Property Damage

Accidental loss of or damage to property and includes loss of use of property.

Qualified

That person has appropriate qualifications or registration or accreditation or authorisation from The **Insured** body.

Territorial Limits

- Great Britain Northern Ireland the Isle of Man or the Channel Islands
- elsewhere in the world excluding the United States of America and Canada in respect of
 - (a) any act or omission occurring within the territories specified in above
 - (b) the acts or omissions of persons normally resident in the territories specified in above but temporarily engaged in **The Business** outside such territories
 - (c) **Personal Injury** or **Property Damage** caused by Products

The Business

That of a sporting club and/or **Member** of The Sporting association, league or entity designated in the **Insurance Schedule**. The said business includes all activities connected with **The Sport** or activity including responsibilities as landlord, tenants, property owners and organisers of social and fund-raising activities.

The Sport

Being physically engaged in **The Sport(s)** specified in the **Insurance Schedule** and includes all official activities connected therewith.

United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Vehicle(s)

Any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal power.

Watercraft

Any vessel, craft, **Vehicle** or appliance made or intended to float on or in or travel on or through or under water.

We/Us/Our

Royal & Sun Alliance Insurance PLC, St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL

You/Your

The person(s) named in the **Insurance Schedule**.

SECTION 1 - SPORTS LIABILITY POLICY

Provides indemnity for Third Party **Bodily Injury** and Third Party **Property Damage** up to the limit defined in your **Insurance Schedule**.

WHAT IS COVERED:

1. Indemnify the **Insured** for **Claims Made** against the **Insured** up to but not exceeding the respective Indemnity Limits for **General Liability**, **Products Liability** stated in the **Insurance Schedule**, and happening in respect of any civil liability to pay **Compensation** by reason of **Personal Injury** or **Property Damage** caused by an **Occurrence** in connection with **The Business** during the period of insurance noted in the **Insurance Schedule** in the **Territorial Limits**. The total aggregate liability for **Products Liability** during any one period of insurance will not exceed the limit of indemnity.
2. Indemnify the **Insured** against the legal advisors fees and court costs involved in defending any claims against the **Insured** to the extent that such claims fall within the terms and Indemnity Limits provided for in (1) above. **We** shall have the right but not the obligation to appoint legal representatives and conduct the defence of any such claim, investigation, negotiation and settlement thereof as it considers expedient.
3. Reimburse the **Insured** for all reasonable expenses, other than wages, loss of earnings or profits, incurred with the consent of **We** in connection with (2) above.
Indemnity or reimbursement provided in Insuring Agreements (2) and (3) shall be payable in addition to the applicable Indemnity Limits stated in the **Insurance Schedule**.
4. Health & Safety At Work Act
We will indemnify the **Insured** against legal costs and expenses incurred in the defence of any criminal Proceedings brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the period of insurance including costs of prosecution awarded against the **Insured** and legal costs and expenses incurred with the consent of **We** in an appeal against conviction arising from such proceedings.
Provided that **We** shall not be liable for the payment of fines or penalties.
5. Defective Premises Act
We will indemnify the **Insured** in the terms of this **Policy** against legal liability incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **Personal Injury** or Damage occurring within a period of seven years from the expiry or cancellation of this **Policy**.
Provided that **We** shall not be liable under this extension if the **Insured** is entitled to Indemnity under any other insurance.
6. Consumer Protection Act
We will indemnify the **Insured** against legal costs and expenses incurred with **We's** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the period of insurance including costs of prosecution awarded against the **Insured** and legal costs and expenses incurred with the consent of **We** in an appeal against conviction arising from such proceedings.
Provided that **We** shall not be liable for the payment of fines or penalties.
7. Third Party Hirers
We will indemnify the **Insured** for any liability arising from their responsibilities as landlord, tenants or property owners in respect of any third party hiring the **Insured's** premises for social and fund-raising activities, subject to the Exclusions and Conditions of this Insurance.
8. Fireworks/Bonfires
We will indemnify the **Insured** for firework displays that are arranged and conducted by a professional firework display company having in its own name a policy of insurance providing cover against **General Liability** for a limit of indemnity of not less than £5,000,000.
The following precautions must be taken in connection with any bonfire:
 - the bonfire shall be at least 10 metres from any building, tree, haystack, hedge, fence, growing crops or other property.
 - adequate fire extinguishing apparatus will be kept ready for immediate use at the site of the bonfire.
 - all moveable combustible materials (including fireworks) shall be removed from the immediate vicinity of the bonfire
 - the bonfire shall not be left unattended at any one time
 - the bonfire shall be completely extinguished prior to being left unattended and a careful examination carried out to ensure that there are no smouldering remains.
9. Notwithstanding Exclusion 6. and provided the **Insured** is not more specifically **Insured** under any other policy The Company will indemnify the **Insured** in the terms of this **Policy** in respect of **Personal Injury** or **Property Damage** caused by any motor **Vehicle** owned by or in the possession of or being used by or on behalf of the **Insured** which is:
 - not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation;
 - designed or adapted primarily for use as a tool but this indemnity shall not apply to liability in respect of which any road traffic legislation requires insurance or security.
 - arising during the act of loading or unloading a motor **Vehicle** or the bringing to or taking away of a load from such **Vehicle**.
10. Notwithstanding Exclusion 6. **We** will indemnify the **Insured** and no other person in the terms of this **Policy** in respect of **Personal Injury** or **Property Damage** arising out of the use of any motor **Vehicle** not the property of or provided by the **Insured** and being used in the course of **The Business**.
We shall not be liable in respect of:
 - Damage to any such **Vehicle**;
 - **Personal Injury** or **Property Damage** arising while such **Vehicle** is being driven by the **Insured**.Provided that **We** shall not be liable if the **Insured** is entitled to indemnity under any other insurance.

WHAT IS NOT COVERED:

1. Any applicable **Excess**
2. Any liability directly or indirectly arising out of **Personal Injury** to any employee of the **Insured** arising out of or in the course of employment in the **Insured's** business.
3. Damage to property owned, leased or hired by or under hire purchase or loaned to the **Insured** or otherwise in the **Insured's** care, custody or control, but this exclusion does not apply to:
 - a. Premises (including the contents thereof) and other property temporarily occupied by the **Insured** for the purpose of **The Sport** named in the **Insurance Schedule**;
 - b. **Employee's** and visitor's clothing and personal effects for an amount not exceeding £10,000. In respect of any such **Occurrence** the **Insured** shall bear the first £100 of each and every claim;
 - c. Premises occupied under a lease by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement. In respect of any payment for **Property Damage** caused by fire or explosion the **Insured** shall bear the first £100 of each and every claim
Malicious damage caused by any **Insured** or others for whom the **Insured** is responsible.
4. Damage to or the cost of repair, reconditioning, replacement, removal or recalling of any **Product** or component part.
5. Liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the **Insured** of:
 - a. any **Aircraft** or hovercraft, or
 - b. any property or structure used as a **Landing Area** for **Aircraft** provided such liability arises out of such use as a **Landing Area**, or
 - c. any **Watercraft** or vessel exceeding 8 metres in length; but this section (3.4.3) shall not apply with respect to operations by independent contractors.
6. Liability arising out of the ownership, maintenance, operation or use by or on behalf of the **Insured** of any **Vehicle**.
7. Liability assumed under a contract or agreement unless the **Insured** would have been liable in the absence of such contract or agreement.
8. Any liability arising out of the rendering or failure to render professional advice or service by the **Insured** or any error or omission connected therewith provided that this exclusion does not apply to the rendering of first aid or medical services on the **Insured's** premises by **Medical Persons** employed by the **Insured**.
9. Any liabilities arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of the **Insured** except an alteration or addition not exceeding in cost the sum of £25,000 and/or demolition of a building or structure exceeding 10 meters in height.
10. Any liabilities arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land, buildings or any other property.
11. Any liabilities arising directly or indirectly from explosion or collapse of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation thereunder.
12. Any **Personal Injury** caused, or contributed to, by any participant to any other participant whilst participating in a match or practice of any high impact sports including Rugby Union, Rugby League, Association Football, Gaelic Football, Gridiron, Australian Rules Football, Boxing, Martial Arts and all other contact Sports where the rules permit physical contact by undertaking tackles, scrums, mauls or throws between players or participants.
13. Any liability directly or indirectly arising from **Fungus, Mildew and Mould**. Such exclusion shall include but not be limited to:
 - a. **Personal Injury, Property Damage** or medical payments or any advertising injury arising out of, resulting from, caused by, contributed to or in any way related to the existence, inhalation or exposure to any Fungus/fungi and/or Spore(s);
 - b. Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any Fungus/fungi or Spore(s); or
 - c. Any obligation to share with or repay any person, organisation or entity related in any way to items (i) and (ii) above regardless of any other cause, event, material, **Product** and or building component that contributed concurrently or in any sequence to the **Personal Injury** or **Property Damage**.
14. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed by asbestos in whatever form or quantity including but not limited to mental injury or fear of suffering bodily injury, death, disease or illness
15. Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.
16. Any liability arising anywhere in the world in relation to, caused by, or contributed to, directly or indirectly, or howsoever arising from:
 - a. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment,
 - b. error in creating, amending, entering, directing, deleting or using Computer Equipment, or
 - c. total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.Computer Equipment shall mean and include data or part of data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, **Product** or service replacing existing Computer Equipment.
17. Any form of performance, surety, credit or financial guarantee.
18. Claims caused by or arising out of arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.
19. Economic or pecuniary loss where no **Personal Injury** or damage to tangible property occurs.

20. Any Liability directly or indirectly based upon, arising out of, or attributable to:
 - a. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
 - b. the presence of artificial sun tanning equipment on the **Insured's** property.
21. Any liabilities arising directly or indirectly from Bonfires or Firework Events unless this has been specifically included in **Your Insurance Schedule**.
22. Employers liability, or contractual liability or liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families).
23. Legal liability directly or indirectly arising from Road Traffic Acts.
24. Claims arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this **Policy**.

CONDITIONS

1. **We** may at any time pay the **Insured** the Indemnity Limit applicable to an **Occurrence** or period of insurance (less any sums already paid in respect of that **Occurrence** or period of insurance), or any lesser amount for which all claims arising out of that **Occurrence** or period of insurance can be settled. Thereafter **We** may relinquish the conduct and control of any such claims and be under no further liability in connection with them except in respect of Insuring Agreement (2). If the amount ultimately required to settle the claim exceeds the Indemnity Limit then provided that the balance including defence costs is **Insured** under an **Excess** policy **We** shall only pay under Insuring Agreement (2) such proportion of legal defence costs as the Indemnity Limit bears to the total settlement amount.
2. In the event of an **Occurrence**, the **Insured** shall immediately take at its own expense all reasonable steps, including recall of any of the **Insured's** Products, to prevent other **Personal Injury** or **Property Damage** from arising out of the same or similar conditions. Such expense shall not be recoverable under this **Policy**.

SECTION 2 - PROFESSIONAL INDEMNITY

Provides indemnity for **Compensation** sought following negligent act, error or omission in respect of advice or services provided for which **You** have received a fee in consideration up to the limit defined in **Your Insurance Schedule**.

This section of the Insurance is a **Claims Made** wording. It only covers **Claims Made** against the **Insured** and notified to **Us** during the Period of Insurance. However, provided the **Insured** gives **Us** notice in writing of any facts that might give rise to a claim against the **Insured**, as soon as was reasonably practicable after the **Insured** became aware of those facts and before the expiry date of this insurance, then this insurance will respond, notwithstanding the fact that no claim has actually been made against the **Insured** prior to the expiry date.

WHAT IS COVERED:

- We** will indemnify the **Insured** against any claim or claims (including all legal costs and expenses which the **Insured** shall become liable to the claimant) up to but not exceeding in the aggregate for all claims under this Insurance, the total sum **Insured** specified in the **Insurance Schedule** arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of the **Insured**'s legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with **The Sport**, provided that the claim or claims are:
 - Made against the **Insured** during the period of insurance specified in the **Insurance Schedule**; and,
 - Notified as soon as possible in writing to **Us** by the **Insured** during the period of insurance;
 - Arising out of any act, error or omission which occurred subsequent to the Retroactive Date specified in the **Insurance Schedule**;
 - Arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Insurance Schedule**.
- We** will indemnify the **Insured** against any claim or claims arising in respect of libel, slander, defamation up to but not exceeding the Limit of Indemnity specified in the **Insurance Schedule**.
- The Liability of **Us** under this **Policy** in respect of any one claim or aggregate for all claims in any one period of insurance shall not exceed the Limit of Indemnity specified in the **Insurance Schedule**.
- We** will pay all costs, fees and expenses incurred with the prior consent of **Us** by the **Insured** in the defence of settlement of a claim or **Claims Made** against the **Insured** but not exceeding in total the Limit of Indemnity referred to in the **Insurance Schedule**.

WHAT IS NOT COVERED:

- Any applicable **Excess**
- Any claim or claims:
 - made or threatened or in any way intimated prior to the inception date of the **Policy**.
 - arising from any **Known Circumstance**.
- Any claims brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the **Insured** or of any person at any time employed by the **Insured**.
- Any claim arising from the conduct of any business not conducted for the benefit of or on behalf of the **Insured** named in the **Insurance Schedule**.
- Any claim in respect of the ownership, maintenance, operation or use of any **Aircraft**, boats, automobiles or **Vehicles** of any kind by or in the interest of the **Insured**.
- Any claim as a result of the insolvency, bankruptcy or liquidation as the case may be of the **Insured**.
- Any claim arising from the sale or supply of goods by or on behalf of the **Insured**.
- Any claim brought against the **Insured** arising directly or indirectly from the use of non-medically prescribed drugs.
- Any liability to pay any trading debts.
- Any liability of the **Insured** or any principal of the **Insured** arising solely from the duties of the **Insured** or such principals as a director or legal officer of any company.
- Claims arising out of, relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind.

SECTION 3 - EMPLOYERS LIABILITY

Provides indemnity to meet all sums including costs and expenses you become legally liable to pay as damages in the event of **Bodily Injury** sustained by any **Employee** which arises out of and in the course of their employment.

DEFINITIONS:

The words or expressions detailed below have the following meaning where ever they appear in the Employers' Liability section only.

Bodily Injury

Death, injury, illness, disease or nervous shock.

Costs and Expenses

- (i) Claimants **Costs and Expenses** arising in respect of any claim against **You** which may be the subject of indemnity under this **Policy**;
- (ii) All cost and expenses incurred by **You** with **Our** written consent in respect of any claim against **You** which may be the subject of indemnity under this **Policy**.

Employee(s)

Any person(s) who is:

- (i) employed under a contract of service or apprenticeship with **You**;
- (ii) a labour master or person supplied by him;
- (iii) employed by labour only sub-contractors;
- (iv) self-employed and working for **You** and under **Your** control;
- (v) hired to or borrowed by **You**;
- (vi) supplied to **You** for the purpose of study work or training experience;
- (vii) a prospective **Employee** who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
- (viii) a voluntary helper while working under **Your** supervision and control and in connection with the Business;
- (ix) an outworker or homeworker employed under a contract to personally carry out any work in connection with **The Business** while they are engaged in that work.

Offshore

From the time of embarkation by an **Employee** onto a conveyance at the point of final departure to an **Offshore** rig or **Offshore** platform until disembarkation by that **Employee** from a conveyance on to land upon return from an **Offshore** rig or **Offshore** platform.

You/Your

- (i) The **Insured** named in the **Insurance Schedule**;
- (ii) Any associated or subsidiary company of the **Insured** provided it has been notified to **Us**;
- (iii) At **Your** request:
 - (a) any director or **Employee** while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to indemnity under this **Policy** if the claim against any such person had been made against **You**;
 - (b) any officer, **Member** or employee of **Your** social, sports or Welfare organisation or fire, first aid or ambulance service in their respective capacity as such;
 - (c) any of **Your** directors, partners or senior officials in respect of private work carried out by any **Employee** for them with **Your** consent;
 - (d) any principal for legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under a contract or agreement;
 - (e) **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You** provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this **Policy** so far as they can apply and in any event **Our** liability shall not exceed the Limit of Indemnity.

WHAT IS COVERED:

1. **We** will indemnify the **Insured** under this **Policy** against:
 - a. All sums which **You** shall become legally liable to pay as damages; and
 - b. **Costs and Expenses**In the event of **Bodily Injury** sustained by any **Employee** which arises out of and in the course of their employment by **You** in **The Business** and which is caused:
 - a. Within the **United Kingdom**;
 - b. Elsewhere in the world in respect of temporary non-manual visits by any **Employee** provided that such **Employee** is normally resident in the **United Kingdom**.
2. **Our** limit of indemnity is the amount specified in the **Insurance Schedule**. **Our** liability for all **Compensation** payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity. The Limit of Indemnity shall be the maximum amount payable including **Costs and Expenses**.
3. Notwithstanding anything contained in what is covered point 2 above, **Our** liability under this **Policy** for damages and **Costs and Expenses** payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of any act of Terrorism shall not exceed £5,000,000.
4. Notwithstanding anything contained in what is covered point 2 above, **Our** liability under this **Policy** for damages and **Costs and Expenses**

payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or Products containing asbestos shall not exceed £5,000,000.

5. Unsatisfied court judgements

In the event that:

- i. a judgement for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **Employee** in respect of **Bodily Injury** caused during any period of insurance arising out of and in the course of their employment by **You** in the Business; and
- ii. it remains unsatisfied in whole or in part six months after the date of such judgement.

We will indemnify the **Employee** or their personal representative up to the Limit of Indemnity for the amount of damages and awarded costs which remain unsatisfied as long as:

- a. there is no appeal outstanding;
- b. any payment made by **Us** shall only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this **Policy**;
- c. any payment made by **Us** shall only be in respect of liability for which **You** would have been entitled to indemnity under this
- d. **Policy** if the judgement had been made against **You**; and **We** shall be entitled to take over and prosecute for **Our** own benefit any claim against any other party and **You**, the **Employee** or their personal representatives shall give all information and assistance required.

6. Cross liabilities

If the **Insured** named in the **Insurance Schedule** comprises more than one party, **We** will treat each party as though a separate **Policy** had been issued to each of them.

However, nothing in this Extension shall increase **Our** liability to pay any amount in **Excess** of the Limit of Indemnity under this **Policy**.

7. **Compensation** for court attendance

In the event of any of **Your** directors, partners or **Employees** attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this **Policy**, **We** will provide **Compensation** at the following rates for each day on which attendance is required:

- (i) any director or partner £200 per day
- (ii) any **Employee** £100 per day

subject to a maximum aggregate limit in the Period of insurance of £5,000.

8. Legal expenses including corporate manslaughter

In the event of:

- (i) Any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the **United Kingdom**; or
- (ii) An incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

We will provide indemnity against **Costs and Expenses** incurred in representing **You** in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the Period of insurance within the **United Kingdom** and in the course of the Business.

The following conditions apply:

- (a) **Our** total liability in respect of all **Costs and Expenses** shall not exceed £1,000,000 in the aggregate during any one Period of insurance;
- (b) **We** will only indemnify **You** where such **Costs and Expenses** arise as a result of any matter which is the subject of indemnity under this **Policy**;
- (c) **We** will only be liable for **Costs and Expenses** incurred in respect of legal representation appointed by **Us**;
- (d) If there is any other insurance or indemnity in force covering the same costs and expenses, **Our** liability shall be limited to a proportionate amount of the total **Costs and Expenses** but subject always to the Limit of Indemnity of £1,000,000;
- (e) This indemnity will not apply:
 - (i) in respect of fines or penalties of any kind;
 - (ii) to proceedings consequent upon any **Bodily Injury** deliberately caused by **You**; or
 - (iii) to persons other than **You** or any of **Your** directors, partners, proprietors or **Employees**.

Employers' Liability Compulsory Insurance

The indemnity granted by this **Policy** is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of liability to **Employees**. If however **We** pay any sum which would not have been paid but for the provisions of such law then **You** shall repay such sum to **Us**.

Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. If you do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

1. Asbestos

It is a condition precedent to **Our** liability that **You** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or Products containing asbestos.

2. Employers' Liability Tracing Office

By entering into this insurance **Policy You** will be deemed to specifically consent to the use of **Your** insurance **Policy** data in the following way and for the following purposes.

- (i) Certain information relating to **Your** insurance **Policy** including, without limitation:
 - (a) the **Policy** number(s);
 - (b) employers' names and addresses (including subsidiaries and any relevant changes of name);
 - (c) dates of cover;
 - (d) employers' reference numbers provided by Her Majesty's Revenue and Customs; and
 - (e) Companies House reference numbers (if relevant) will be provided to the Employers' Liability Tracing Office(ELTO) and added to an electronic database (database).
- (ii) This information will be made available by **Us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
- (iii) The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers' carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers' (claimants) to:
 - a. Identify which insurer (or insurers) provided employers' liability cover during the claimants' relevant periods of employment; and
 - b. To identify the relevant employers' liability insurance policies.
- (iv) The database will be managed by ELTO.
- (v) The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

WHAT IS NOT COVERED:

We will not indemnify **You** against liability:

1. For **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. Arising **Offshore**.
3. Directly or indirectly caused by or contributed by or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof provided that in respect of claims arising out of injury which form the subject of indemnity under this **Policy** this exclusion shall only apply to liability:
 - i. of any party to whom indemnity is granted or their personal representative; or
 - ii. assumed by **You** by agreement which would not have attached in the absence of such agreement.
4. for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
5. which forms the subject of insurance by any other **Policy** and this **Policy** shall not be drawn into contribution with such other insurance.

GENERAL EXCLUSIONS

The following exclusions apply to the whole of this **Policy**. Any other exclusions are shown in the Sections to which they apply.

This **Policy** does not provide cover for any Accidental Damage, loss or theft or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Any liability of any **Insured** directly or indirectly arising out of:
 - a. assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any **Insured**;
 - b. sexual assault, sexual harassment or rape;
2. **Personal Injury** arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C or Cancer in any form, howsoever these illnesses may have been acquired or may be named.
3. Claims directly or indirectly caused by riots and/or strikes or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nuclear fission, nuclear fusion or radioactive contamination. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
4. Any claims brought against the **Insured** in any country or jurisdiction outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
5. Any liability arising from an **Act of Terrorism**.
This exclusion also excludes death, injury, illness, 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 any **Act of Terrorism**.
6. Any award for liquidated, punitive, aggravated or exemplary damages including all fines and penalties.
7. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf;
8. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds; or
9. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or **Your** own criminal act, **You** being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical Accident or **Bodily Injury**;
10. Any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of the failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
11. This Insurance excludes claims arising out of, relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind.

Sanction Limitation and Exclusion Clause

The Underwriters shall not provide cover nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

These are the conditions of the insurance **You** will need to meet as your part of the this contract. If you do not, a claim may be rejected or payment could be reduced. In some circumstance **Your Policy** might be invalid.

1. The **Insured** shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss hereunder, and shall immediately give all such information and assistance to **We** as it may reasonably require to enable it to investigate and to defend the claim and/or to enable **We** to determine its liability under this **Policy**.
2. The **Insured** shall give immediate notice in writing to **We** should the statutory registration of an **Insured Person** or the club be cancelled, suspended or terminated.
3. If the **Insured** or any of them shall make any application for indemnity under this **Policy**, knowing that such application for indemnity is false or fraudulent, the **Insured's** right to indemnity in respect of such claim shall be void.
4. Any dispute or difference concerning liability under or interpretation of this **Policy** will be governed by and construed in accordance with the Law of England and Wales and the **Insured** will submit any dispute or difference to the exclusive jurisdiction of the courts of England and Wales.
5. The **Insured** shall as a condition precedent to all rights to indemnity under this Insurance give to **Us** as soon as possible notice in writing of:
 - a. Every **Occurrence** claim writ summons proceedings impending prosecution inquest and all information in relation thereto in respect of which there may arise liability covered by the Insurance;
 - b. Every change materially varying any of the facts or circumstances existing at the commencement of this insurance that shall come to the knowledge of any officer of the **Insured**.
6. **We** shall be permitted but not obliged to inspect the **Insured's** property and operations at any time. Neither **We's** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe. **We** may examine and audit the **Insured's** books and records at any time during the **Policy** Period and extensions thereof within three years after the final termination of this **Policy**, as far as they relate to the subject matter of this insurance.
7. The inclusion of more than one person or organisation as **Insured** under this **Policy** shall not in any way preclude the right of any one **Insured Person** or organisation to claim against another. This provision however shall not under any circumstances operate to increase or aggregate the Indemnity Limits stated in the **Insurance Schedule**.
8. The **Insured** has a duty to disclose to **We** before this policy is entered into every matter known being a matter that:
 - a. is known by the **Insured** to be a matter relevant to **We's** decision whether to accept any or all of the risks provided for in this policy and if so on what terms;
 - b. a reasonable person in the circumstances could be expected to know to be a matter so relevant.

If the **Insured** fails to comply with the duty of disclosure or makes a misrepresentation to **We** before this policy was entered into and if **We** is not thereby entitled to avoid the contract **We's** liability in respect of any claim shall be reduced to the amount which would place **We** in the position in which it would have been if this failure had not occurred or the misrepresentation had not been made

HOW TO MAKE A CLAIM

Should **You** wish to make a claim or report an incident that could give rise to a claim under this insurance **You** shall:

1. Submit a claim within 30 days of the date of the incident occurring
2. For claims in respect of riot, civil commotion, strikers or locked **Our** workers **You** must notify Davies Group within 7 days

Give details of **Your** claim either by:

Telephone: +44 (0)800 668 1117

Post: Insure4Sport Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN

Email: newclaim.insure4sport@davies-group.com

CLAIM CONDITIONS

These are the claim conditions you will need to keep to as your part of this contract. If you do not a claim may be rejected or payment could be reduced. In some circumstances your **Policy** might be invalid.

Applicable to all sections of this **Policy** Wording.

1. No admission offer promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of **We** who shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as **We** may reasonably require.
2. **We** may, on the receipt by them of the notice from the **Insured** of any request, for indemnity under this **Policy**, take whatever action that they consider appropriate to protect the **Insured's** position in respect of the claim against the **Insured**, and such action by **We** shall not be regarded as in any way prejudicing its position under the **Policy** and no admission of the **Insured's** entitlement to indemnity under the **Policy** shall be implied.
3. Solicitors retained by **We** to act on behalf of the **Insured** in relation to any claim against the **Insured** shall at all times be at liberty to disclose to **We** any information obtained in the course of so acting and whether from the **Insured** or howsoever, and the **Insured** hereby waives all claim to legal professional privilege which it might otherwise have between itself and **We** in respect of such information.
4. The Company shall not require the **Insured** to contest any legal proceedings in respect of any claim against the **Insured**, nor shall the **Insured** require the Company to contest, on its behalf, any legal proceedings in respect of any such claim unless a Queen's Counsel (to be mutually agreed upon by the **Insured** and **We**) shall advise that such proceedings should be contested. In formulating his advice Counsel shall take into consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely costs of defence and the prospects of the **Insured** successfully defending the action. The cost of such Queen's Counsel opinion shall, for the purposes of this **Policy**, be regarded as part of the costs of defence.
In the event that Counsel advises that, having regard to all the circumstances the matter should not be contested but should be settled, providing settlement can be achieved within certain limits which in Counsel's opinion are reasonable, then the **Insured** shall not object to any such settlement and shall immediately tender to **We** the **Excess** (or **Excesses** if more than one claim) specified in the **Insurance Schedule**.
5. **We** shall not exercise any subrogation rights of recovery against any employee or former employee of The **Insured** unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee or former employee.

YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Insure4Sport within 14 days of issue. On condition that no claims have been made or are pending, a full refund will be available.

There after **You** may cancel the **Policy** at any time by informing Insure4Sport however no refund of Premium will be payable.

OUR RIGHT TO CANCEL

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to **Your** last known address. Provided the Premium has been paid in full **You** shall be entitled to a proportionate rebate of Premium in respect of the unexpired period showing on the insurance.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Only The **Insured** and **Us** can enforce, vary or rescind the terms of this insurance contract. The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply.

DATA PROTECTION ACT 1998

It is understood by **You** that any information provided to **Us** regarding **You** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

PROPER LAW OF THE POLICY

The law of England and Wales allows the parties to choose the law applicable to this **Policy**. This **Policy** will be governed by and construed in accordance with the Law of England and Wales. **We** and the Policyholder agree to submit to the exclusive jurisdiction of the courts of England and Wales.

COMPLAINTS

CUSTOMER SERVICES AND COMPLAINTS PROCEDURE

Our commitment to customer service

We are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact **Your** Administrator Insure4Sport.

Step 1

If **You** have cause for complaint then contact:

- The Managing Director, Accelerate Underwriting Ltd, 3rd Floor, News Building, 3 London Bridge Street, London, SE1 9SG
- A full copy of Accelerate Underwriting Ltd complaints procedure will be issued to **You** when Accelerate provide a written acknowledgment of **Your** complaint.

Step 2

In the unlikely event that **Your** concerns have not been resolved, **Your** complaint will be referred to **Our** Customer Relations Team who will arrange for an investigation on behalf of **Our** Chief Executive. Their contact details are as follows:

Post:

RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP
Email: crt.halifax@uk.rsagroup.com

Our promise to **You**

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **We** have reviewed **Your** complaint **We** will issue **Our** final decision in writing within 8 weeks of the date **We** received **Your** complaint.

If You are still not happy

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0800 0234567 (for landline users)
0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of **Our** final response to refer **Your** complaints to the FOS. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Thank You for Your feedback

We value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If **We** have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to **Compensation** from the scheme, depending on the type of insurance and the circumstances of the claim.

For this type of insurance 90% of **Your** claim is covered, without any upper limit. Further information about **Compensation** scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

Accelerate Underwriting Limited is an Appointed Representative of Resolution Underwriting Partnership Limited, who are authorised and regulated by the Financial Conduct Authority (FRN 308113) in respect of general insurance business and is registered in England No. 05104119. Registered Office: 150 / 152 Fenchurch Street, London EC3M 6BB.

Calls may be monitored and recorded for quality assurance purposes.

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