

insure *sport*[®]

The logo for insure4sport, where the number "4" is a green circle with a white diagonal line.

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®)** and therefore does not contain the full terms which can be found further in this insurance booklet.



INSURE4SPORT 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 - Personal Accident (optional)
- Section 4 - Sports Equipment (optional)
- Section 5 - Employers' Liability (only available if section 1 - Public Liability is selected)

STANDARD FEATURES AND BENEFITS

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 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the policy wording • Bodily Injury to Your employees • Liability arising out the use, ownership, or possessions of aircraft or Watercraft or vessels exceeding 8 metres in length
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 Personal Accident	<ul style="list-style-type: none"> • Accidental Death, Loss of Limbs, Loss of Sight in one or both eye(s), Permanent Total Disablement, Physiotherapy, Temporary Total Disablement, Hospitalisation and Emergency Dental Expenses up to the limits defined in Your Insurance Schedule 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the policy wording • Reduced benefits apply for persons aged under 18 for Accidental Death • Pre-existing defect, infirmity or sickness at the time of an Accident. • Driving or riding in any kind of race, or Your taking part in hazardous Sport(s) not declared to Us, pursuits or pastimes or engaging in naval, or military and air force services or operations • Any Excess detailed in the insurance schedule
Section 4 Sports Equipment	<ul style="list-style-type: none"> • Cover for Loss or Damage to Sports Equipment (new for old if item is under one year old and new at purchase) up to the limit defined in Your Insurance Schedule 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the policy wording. • Loss from malicious damage and/or theft, not reported to the police as soon as practicable following discovery and a written report obtained • Loss or theft of any Sports Equipment left unattended in the open other than in the course of instructing/playing Sport • Single article limit of £2,500 in respect of Sports Equipment • Single article limit of £250 for Personal Possessions • Any Excess detailed in the insurance schedule

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 5 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.

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

OUR RIGHT TO CANCEL

We may at any time cancel any insurance document by sending 14 days notice to **You** at **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 A CLAIM

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

- **Telephone: +44 (0)800 112 4084**
- 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** are still unhappy after the Insure4Sport review:
 - To complain about a claim - please contact Davies Managed System Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
 - For any other complaint - please contact The Managing Director, Accelerate Underwriting Limited, 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB
- 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 POLICY WORDING

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

If **You** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claim hereunder shall be forfeited.

We must draw **Your** attention to a number of important features of this Insurance:

- 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 **Insurance 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 **Insurance 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 for example for one item.
- **Excesses: Claims** under certain sections will be subject to an **Excess**. Where there is an **Excess, You** will be responsible for paying the first part of a claim.
- **Reasonable Care:** **You** are required to take all reasonable care to protect yourself and **Your Sports Equipment** and to act as though **You** are not insured.
- **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 as detailed in '**Your** right to cancel'.

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 within 14 days from receipt of documentation.

Please note that this Insurance is only available to individuals who are non-professional sportspersons and resident in the **United Kingdom**.

CLAIMS

HOW TO MAKE A CLAIM

If an event giving rise to a claim under this Insurance occurs **You** shall:

1. Notify Davies Group as stated in 'How to make a claim' as follows:
 - a. Within 30 days of the date of the incident occurring
 - b. Within 7 days of the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

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

- Telephone: +44 (0)800 112 4084
- Post: Insure4Sport Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.insure4sport@davies-group.com

No claim shall be payable unless the terms of this condition have been complied with.

CLAIMS CONTROL

1. If an event giving rise to a claim under this Insurance occurs **You** shall:
 - a. take immediate action to minimise the loss, destruction, damage, injury, illness or disease
 - b. pass every letter claim writ summons and process to **Us** immediately upon receipt.
2. **We** shall have sole control of all claims procedures and settlements.
3. No admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
4. On the happening of an event which gives rise to a claim **We** or any person authorised by **Us** may without thereby incurring any liability or diminishing any of **Our** rights under this insurance enter, take or keep possession of the Premises where the event occurred and may take possession of or require to be delivered to them any property insured and deal with such property for all reasonable purpose and in any manner.
5. If **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us** in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.
6. No property may be abandoned to **Us** whether taken possession by them or not.
7. **We** may at any time at **Our** sole discretion pay to **You** the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. **We** shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in **Excess** of the Sum Insured or Limit of Indemnity **Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims.

CLAIMS CONDITIONS

These are the claims 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.

1. If an event giving rise to a claim under this Insurance occurs **You** shall:
 - a. ensure the Police are notified in respect of malicious damage &/or theft incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained
 - b. provide **Us** with all proofs and information in relation to a claim that **We** may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters
 - c. Where appropriate, in the event of a claim a medical adviser or advisers appointed by **Us** shall be allowed to examine **You** as often as **We** deem it necessary
2. If at the time of any loss, damage or liability arising hereunder there is any other insurance covering the same loss, damage or liability **We** will pay only **Our** rateable proportion.
3. In the event of claims in respect of Third Party **Property Damage**:
 - a. **You** shall substantiate that the damage occurred
 - b. The **Claim** shall be presented in the first instance to the Third Party's own insurers with a request that payment shall be made under any other Insurance which may be in operation. If no such Insurance shall be in force or if such request be refused, **You** must obtain written confirmation of such from the Third Party and submit it with full information to **Us**
 - c. There is satisfactory evidence of the damage being **Your** responsibility and that settlement shall be considered without legal liability or negligence being proven.
4. No **Sports Equipment** may be abandoned to **Us** whether taken possession by **Us** or not.
5. No admission offer promise or payment shall be made or given by or on behalf of **You** without the written consent of **Us** who shall be entitled to take over and conduct in the name of **You** the defence or settlement of any **Claim** or to prosecute in the name of **You** 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 **You** shall give all such information and assistance as **We** may reasonably require.
6. In the event of an **Occurrence**, **You** shall immediately take at its own expense all reasonable steps, including recall of any of **Your** 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 Insurance.
7. **We** may at any time pay **You** 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 what you are covered under section 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** insurance **We** shall only pay under section 2 of what is covered such proportion of legal defence costs as the indemnity limit bears to the total settlement amount.

In respect of Section 3 – Personal **Accident**:

- a. Written notice must be given to **Us** within 30 days (or as soon as reasonably thereafter) of becoming aware of any **Accident** which causes or may cause disablement within the meaning of this insurance and, if applicable, **You** must as early as possible, place yourself under the care of a duly qualified medical practitioner.
- b. Written notice must be given to **Us** as soon as reasonably practicable in the event of the death of **You** resulting or alleged to result from an **Accident**.
- c. No **Claim** will be accepted under this Insurance by **Us** until **We** have received a completed **Claim** form together with satisfactory medical evidence, proof of age and occupation, employer's certificates and such other documents **We** may reasonably require.
- d. If the consequence of an **Accident** shall be aggravated by any condition of physical disability that **You** had which existed before the **Accident** occurred, the amount of any **Compensation** payable under this Insurance in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
- e. In event of a **Claim** under this insurance, **You** shall allow all medical records, notes and correspondence referring to the **Claim** or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by **Us** or on **Our** behalf (at **Our** own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of **You**.
- f. Once **We** have accepted the **Claim** for disablement **We** will pay benefits, at the completion of **Your** treatment and upon receipt of satisfactory evidence of **Your** medical expenses or return to work after **Temporary Total Disablement**.
- g. All **Temporary Total Disablement** benefits shall cease on **Your** death.
- h. The maximum Weekly benefit shall not exceed 75% of **Your** income, less benefit from any other insurance or benefits paid to **You** by an employer. Proof of net income may be required from an independent and qualified third party. In the event that the weekly benefit exceeds the aforesaid limit then any **Claim** shall be evaluated upon 75% of **Your** Income.
- i. Odd days of benefit will be payable at one seventh of the weekly benefit. Weekly benefit will only be payable in respect of complete days of **Temporary Total Disablement**.
- j. During the currency of the **Claim** **You** must continue to pay any relevant Premium(s) and insurance premium tax as originally stated in the **Insurance Schedule** if and when they fall due.
- k. Benefits shall NOT be payable for more than one of the events in What is Covered items 1 – Accidental Death and Item 2 – Permanent Total Disablement and item 5 – Temporary Total Disablement in respect of the same **Occurrence** except in respect of **Temporary Total Disablement** where any such payment shall be deducted from the final settlement figure of any other benefits.
- l. After the happening of any one of event in What is Covered items 1 – Accidental Death and Item 2 – Permanent Total Disablement and item 5 – Temporary Total Disablement there shall thereafter be NO further liability under the Insurance in respect of the same **Insured Person**.
- m. Benefits shall NOT be payable under more than one of the events resulting from any further **Occurrence** whilst there is an existing entitlement for Benefits.
- n. Benefits shall NOT be payable unless **You** shall as soon as possible after the happening of any **Occurrence** obtain and follow proper medical advice from a legally qualified Practitioner.
- o. Benefits shall NOT be payable for any period after the insured person has resumed playing or training for the **Sport(s)** nominated in the **Insurance Schedule** except for subsequent unrelated Occurrences.
- p. Benefits shall NOT be payable for that part of the benefit payable under **Temporary Total Disablement** for which department of social welfare benefits or other benefits can be claimed.
- q. Benefits shall NOT be payable if **You** or **Your** dependents are entitled to receive any **Compensation** or benefits as a result of the **Bodily Injury** suffered, from any source whatsoever.
- r. **We** will at **Our** own expense have the right and opportunity to examine the insured person when as often as **We** may reasonably require during the pendency of a **Claim** hereunder and to make an autopsy in case of death where it is not forbidden by law.

IMPORTANT INFORMATION

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

KEEPING US INFORMED

This policy is based on the information **You** have given **Us** about **Your Business**. It is important **You** let us know within 30 days of changes that affect what **You** have told **Us**.

If **You** fail to disclose all relevant information or make a misrepresentation, **We** may void the policy or reduce the value of any claim payment.

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.

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

OUR RIGHT TO CANCEL

We may at any time cancel any insurance document by sending 14 days notice to **You** at **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.

GOVERNING LAW

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the UK in which **Your** main residence is situated.

DATA PROTECTION ACT 1998

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

We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

DEFINITIONS

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold Type whenever it appears in the **Policy, Insurance Schedule** and endorsements.

Accident

An external, sudden, unexpected, unusual specific event occurring at a definable time and place.

Bodily Injury

Injury to the body caused by accidental, violent, visible and external means.

Claim(s)

Any claim made against **You**;

- The receipt of written notice from any person of an intention to make a claim against **You**;
- irrespective of whether the quantum is likely to be within or above the amount of the **Excess** specified in the **Insurance Schedule**.

Coach(es)/Instructor(s)/Referee(s)

A coach, instructor or referee who is accredited and **Qualified** in accordance with the requirements of **Sport** or activity nominated in the Insurance schedule and/or a person with a minimum of coaching or refereeing experience in the nominated **Sport**, 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.

Business

The business of **You** is that of a sporting individual, **Team** and/or **Member** of the sporting league or entity designated in the **Insurance Schedule**. The said business includes all activities connected with The **Sport** unless otherwise stated in the **Insurance Schedule**.

Excess

The first part or amount **You** will be responsible for paying in the event of a claim.

Excess Period

The number of consecutive days, commencing on the date of commencement of the **Temporary Total Disablement**, during which **You** must continuously suffer **Temporary Total Disablement** before any weekly benefits payable under this Insurance shall be due.

Indemnity Value

The value of the article immediately prior to the loss or damage.

Insurance Schedule

Sets out the specific terms and values applicable to the cover and should be read together with the **Policy**.

Insurance Valuation

A dated document obtained when no other evidence of purchase is available and must include a full description of **Your Sports Equipment** together with an estimated replacement value per item. The valuation should be undertaken by the original retailer or supplier of the equipment. If this is not possible, then from a recognised **Sports Equipment** supplier.

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 are kept, housed, maintained or operated and where aircraft may take off and land.

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**.

Net Income Lost

Average weekly income, wage or salary (including overtime) earned by **You** during the 12 months immediately preceding the commencement of **Temporary Total Disablement** multiplied by the number of benefit weeks. Any amount to which **You** are legally entitled by way of sick leave or **Compensation** from any motor or transport **Accident** or social welfare services legislation of any kind or any other Insurance shall be deducted and the net figure shall be the net income lost.

Occurrence

Any one loss or series of losses arising from one event.

Operative Time

Whilst Coaching/Instructing or participating in the **Sport(s)** specified in the **Insurance Schedule**, including travelling to or from any such venue for the purposes of the above.

Period of Insurance

The period effective as detailed in **Your Insurance Schedule**.

Permanent Total Disablement

A disability that lasts longer than 12 months which entirely prevents **You** from attending any business or occupation of any kind and at the end of that period being beyond hope of improvement.

Personal Injury

Death, **Bodily Injury**, illness or disease of or to any person.

Personal Possessions

Clothing, baggage, and articles of personal use, but not including money, credit, debit or store cards which are normally carried away from the home.

Policy

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

Product

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

Products Liability

Any liability of the insured indemnifiable under what you are covered for in Section 1 – Public Liability 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

You have appropriate qualifications or registration or accreditation or authorisation from the governing body of the **Sport(s)** instructed.

Sport

The sport(s) specified in the **Insurance Schedule** and includes all official activities connected with the sport.

Sports Equipment

Equipment used directly in connection with the The **Sport** including Audio and Visual (including power supply), Clothing and Accessories, Baggage, **Personal Possessions** and Trophies up to the limit defined in the **Insurance Schedule**.

Team

- Any registered **Member** of the team or entity or voluntary worker but only whilst acting in connection with team 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 Director, Executive Officer, Committee **Member**, Office- holder, Employee, **Coach** or **Referee** of the team or entity but only whilst acting within the scope of their duties in such capacity;

Temporary Total Disablement

Disablement which entirely prevents **You** from performing each and every duty of **Your** Occupation.

Territorial Limits

Cover shall only apply within the territorial limits as defined in **Your Insurance Schedule**.

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

We, Us and Our

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

You and Your

Coach, Team or Individual named in the **Insurance Schedule**.

SECTION 1 - PUBLIC LIABILITY

Provides indemnity for third party **Bodily Injury** and third party **Property Damage**.

WHAT IS COVERED

1. Indemnify the **Insured** for **Claims** made against the **You** up to but not exceeding the respective indemnity limits for Public 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 **You** against the legal advisors fees and court costs involved in defending any **Claims** against the **You** to the extent that such **Claims** fall within the terms and indemnity limits provided for What is covered section 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. In respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most **We** will pay is the Limit of Indemnity shown under Public Liability/Products Liability in **Your** Schedule or £5,000,000 (whichever is the lesser).
4. In respect of terrorism the most **We** will pay is the Limit of Indemnity shown under Public Liability/Products Liability in **Your** Schedule or £5,000,000 (whichever is the lesser).
5. Reimburse **You** for all reasonable expenses, other than wages, loss of earnings or profits, incurred with the consent of **Us** in connection with What is covered section 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.
6. **Health & Safety At Work Act**
 - a. **We** will indemnify **You** 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 **You** and legal costs and expenses incurred with the consent of **Us** in an appeal against conviction arising from such proceedings provided that **We** shall not be liable for the payment of fines or penalties.
7. **Defective Premises Act**
 - a. **We** will indemnify the **You** in the terms of this insurance against legal liability incurred by the **You** 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 insurance. Provided that **We** shall not be liable under this extension if the **You** is entitled to indemnity under any other insurance.
8. **Consumer Protection Act**
 - a. **We** will indemnify the **You** against legal costs and expenses incurred with **Our** 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 **You** and legal costs and expenses incurred with the consent of **Us** in an appeal against conviction arising from such proceedings.
Provided that **We** shall not be liable for the payment of fines or Penalties.
9. **Contingent motor liability**

Provided **You** are not more specifically insured under any other Insurance **We** will indemnify **You** in the terms of this Insurance in respect of **Personal Injury** or **Property Damage**:

 - a. Caused by any motor **Vehicle** owned by or in the possession of or being used by or on behalf of **You** which is:
 - I. not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation;
 - II. 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.
 - b. 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. **Indemnity to Principals**

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of the **Business** by **You**

Provided that:

 - (a) **We** shall retain sole conduct and control of any claim
 - (b) the **Principal** shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply

WHAT IS NOT COVERED

1. Any liability directly or indirectly arising out of **Personal Injury** to any employee of **You** arising out of or in the course of employment in **Your Business**.
2. Liability arising from damage to property owned, leased or hired by or under hire purchase or loaned to **You** or otherwise in **Your** care, custody or control, but this exclusion does not apply to:
 - a. premises (including the contents thereof) and other property temporarily occupied by **You** for the purpose of The **Sport(s)** named in the **Insurance Schedule**;
 - b. employee's and visitor's clothing and **Personal Possessions** for an amount not exceeding £1,000;
 - c. Premises occupied under a lease by **You** to the extent that **You** would be held liable in the absence of any specific agreement. In respect of any payment for **Property Damage** **You** shall bear the first £100 of each and every **Claim**.

3. Malicious damage caused by **You** or others for whom **You** are responsible.
4. Liability arising from 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 **You** 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 vessel exceeding 8 metres in length;
 but this section shall not apply with respect to operations by independent contractors.
6. Any liability directly or indirectly arising out of:
 - a. assault, battery or any intentional or deliberate violence committed or alleged to have been committed by **You**;
 - b. sexual assault, sexual harassment or rape.
7. Liability assumed under a contract or agreement unless **You** 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 **You** or any error or omission connected therewith provided that this exclusion does not apply to the rendering of first aid or medical services on **Your** premises by Medical Persons employed by **You**. Medical person's means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.
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 **You**;
10. 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 there under.
11. 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. Unless 'Participant to Participant Liability' is showing on your policy documents and the appropriate premium is paid.
12. Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.
13. Any liability 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.
14. Any form of performance, surety, credit or financial guarantee.
15. Any award for liquidated, punitive, aggravated or exemplary damages including all fines and penalties.
16. **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.
17. Economic or pecuniary loss where no **Personal Injury** or damage to tangible property occurs.
18. 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 **Your** property.
19. In respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.

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 **You** and notified to **Us** during the **Period of Insurance**. However, provided **You** give **Us** notice in writing of any facts that might give rise to a **Claim** against **You**, as soon as was reasonably practicable after **You** became aware of those facts and before the expiry date of this insurance, then this insurance may respond, notwithstanding the fact that no **Claim** has actually been made against **You** prior to the expiry date.

WHAT IS COVERED

- We** will indemnify **You** against any **Claim** or **Claims** (including all legal costs and expenses which **You** 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 **Your** 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 **You** during the **Period of Insurance** specified in the **Insurance Schedule** and
 - Notified as soon as possible in writing to **Us** by **You** during the **Period of Insurance**;
 - Arising out of any act, error or omission which occurred subsequent to the inception date of this **Policy**;
 - Arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Insurance Schedule**.
- We** will indemnify **You** 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 insurance in respect of any one **Claim** or aggregate for all **Claims** in any one **Period of Insurance** shall not exceed the limit of liability specified in the **Insurance Schedule**.
- We** will pay all costs, fees and expenses incurred with the prior consent of **Us** by **You** in the defence of settlement of a **Claim** or **Claims** made against **You** but not exceeding in total the limit of indemnity referred to in the **Insurance Schedule**.

WHAT IS NOT COVERED

- Any liability directly or indirectly arising out of **Personal Injury** to any employee of **You** arising out of or in the course of employment in **Your Business**.
- This Insurance does not indemnify **You** against any **Claim** or **Claims**:
 - Made or threatened or in any way intimated prior to the inception date of the insurance.
 - Arising from any known circumstance of which **You** had become aware prior to the insurance inception and which **You** or a reasonable person of **Your** profession would at any time prior to the insurance inception have considered may give rise to a **Claim** or **Claim(s)**.
- Claims** brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of **You** or of any person at any time employed by **You**.
- Claims** arising from the conduct of any business not conducted for the benefit of or on behalf of **You**.
- Claims** as a result of the insolvency, bankruptcy or liquidation as the case may be of **You**.
- Claims** arising from the sale or supply of goods by or on behalf of **You**.
- Claims** brought against **You** arising directly or indirectly out of physical assault, interference as a consequence thereof.
- Claims** brought against **You** arising directly or indirectly from the use of non-medically prescribed drugs.
- This Insurance does not indemnify **You** against any liability to pay liquidated, punitive, exemplary or aggravated damages.
- This Insurance does not indemnify **You** against any liability to pay any fines and/or penalties imposed by law.
- This Insurance does not indemnify **You** against any liability to pay any trading debts.
- This Insurance does not indemnify **You** against any liability of **You** or any principal of **You** arising solely from the duties of **You** or such principals as a director or legal officer of any company.

SECTION 3 - PERSONAL ACCIDENT

Provides cover for accidental death, loss of limbs, loss of Sight in one or both eye(s), **Permanent Total Disablement**, physiotherapy, loss of income, hospitalisation and emergency dental expenses up to the limits defined in **Your Insurance Schedule** subject to the applicable percentages detailed in the insurance benefits below.

DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

BODILY INJURY

Identifiable physical injury to **Your** body.

WHAT IS COVERED

If during the **Operative Time You** sustain BODILY INJURY caused by an **Accident** which shall solely and independently of any other cause within 12 calendar month from the date of the **Accident** result in:

1. Accidental Death	
Death of Insured Person(s) aged 18 years and over	100%
Death of Insured Person(s) aged less than 18 years	20%

2. Permanent Total Disablement	
Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or of one hand and one foot	100%
Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye	50%
Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of use of one hand or one foot	25%
Permanent Total Disablement (other than loss of use of hand(s) or foot / feet or loss of sight in one or both eyes), from engaging in or attending to any profession, business or occupation whatsoever provided always that the Benefits shall not be payable until such Permanent Total Disablement has continued for a period of 12 calendar months	100%

3. **You** becoming totally and permanently disabled as a result of BODILY INJURY sustained whilst travelling to or from an event in which **You** are engaged to participate in, **We** will pay 20% of the applicable benefit listed above.

4. Physiotherapy

Non National Health expenses incurred by **You**.

This Insurance is subject to the **Excess** specified in the **Insurance Schedule**.

5. Temporary Total Disablement

The sum insured specified in the **Insurance Schedule** or 75% of earnings whichever is the less.

- **Temporary Total Disablement** from engaging in or attending to **Your** usual profession, business or occupation. Insurance is only provided if **You** were engaged full time in that activity up to the time of the injury. **Your** entitlement to benefits under this section does not commence until after the expiry of the period of days specified in **Your Insurance Schedule**. The amount of benefit shall be lesser of the percentage of **Net Income Lost** and the maximum amount specified for this benefit in the **Insurance Schedule**.
- The maximum benefit period is 52 weeks.
- This Insurance is subject to the excess period specified in the **Insurance Schedule**.

6. Broken Bones

The sum insured specified in the **Insurance Schedule** if as a result of having sustained BODILY INJURY during the **Operative Time** the **Insured** Person(s) fractures one or more of the bones listed below which necessitates a cast applied by a hospital or clinic.

- Arm (Humerus, Radius, Ulna) or Wrist (Carpals), Leg (Femur, Tibia, Fibula), Ankle (Tarsals) or Kneecap (Patella).

7. Hospitalisation

The sum insured specified in the **Insurance Schedule** if, solely as a result of having sustained BODILY INJURY, **You** are required to stay in hospital for a period in **Excess** of 24 hours from the time of the original admission following the **Bodily Injury** for a maximum of 25 days.

8. Emergency Dental Expenses

Up to the sum specified in the **Insurance Schedule** if, solely as a result of having sustained BODILY INJURY, **You** require emergency dental treatment to sound, whole teeth.

WHAT IS NOT COVERED

- We** will not be liable for injuries/ disablement directly or indirectly resulting from:
 - suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life),
 - Your** own criminal act, or 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 injury to **You**).
- Your** engaging in or taking part in any **Sport(s)** other than the **Sport(s)** nominated in the **Insurance Schedule**.
- Driving or riding in any kind of race, or **Your** taking part in hazardous **Sport(s)** not declared to underwriters, pursuits or pastimes or engaging in naval, or military and air force services or operations
- Any pre-existing defect, infirmity or sickness at the time of an **Accident**.

5. **Your** engaging in air travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
6. All **Claims** arising out of unreasonable failure to seek or follow medical advice.
7. Contracting a sexually transmitted disease, pregnancy, childbirth, miscarriage, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
8. Any medical or surgical procedure performed on **You** for any gradually developing bodily deterioration whatever the cause of that deterioration.
9. If the Injury arises from sickness, disease or disorder of any kind.

SECTION 4 – SPORTS EQUIPMENT

Provides cover for Loss or Damage to **Sports Equipment** (new for old if item is under one year old and new at purchase) up to the limit defined in **Your Insurance Schedule**.

Provides cover for theft, loss or damage to Equipment.

WHAT IS COVERED

We agree to pay for repair or replacement, up to the limit stated in **Your Insurance Schedule**, of **Sports Equipment** owned by you that has been stolen, lost or sustained accidental damage or malicious damage during the **Period of Insurance** and within the **Territorial Limits**.

We will pay the cost of replacement as new for the lost or damaged article providing the article was not more than 1 years old at the date of the loss and provided it was purchased new at the time. Proof will be required which can be one of the following:

1. An original sales purchase or till receipt
2. An **Insurance Valuation** undertaken prior to any loss or damage
3. A bank or credit card statement showing evidence of purchase.

Where proof cannot be provided or the article was more than 3 years old or was not purchased new at the time, then **We** will deal with the claim on an **Indemnity Value** basis or cost of repair whichever the lesser. Any replacement **Sports Equipment** will be supplied from a preferred supplier approved by **Us**.

If the article is proven to be beyond economical repair, a claim will be dealt with as if the article had been lost.

In the event of a claim in respect of a pair or set of articles **We** shall only be liable in respect of the value of that part of the pair or set which is lost, stolen or damaged.

Single Article Limits

Sports Equipment £2,500

Personal Possession £250

1. Automatic reinstatement after a loss

In the absence of written notice by **You** or **Us** to the contrary within 30 days of the occurrence of any direct physical loss or damage the applicable sum insured shall not be reduced by the amount of any loss provided that **You** shall pay the appropriate additional premium for such automatic reinstatement of cover and provided also that in respect of direct physical loss or damage by theft (if insured) such automatic reinstatement shall apply on the first occasion only in each **Period of Insurance**.

WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Any loss from malicious damage &/or theft, not reported to the Police as soon as practicable following discovery and a written report obtained,
3. Any damage or loss or theft of **Sports Equipment** whilst in transit which has not been reported to the Carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required;
4. Loss or theft of any **Sports Equipment** left unattended unless the loss or theft shows evidence of forced entry/exit to or from any premises, changing room or any securely locked locker or other similar place of storage;
5. Loss or theft of any **Sports Equipment** left unattended in the open other than in the course of instructing **Sport**;
6. Any theft from an unattended motor **Vehicle** unless the **Sports Equipment** is placed in a locked boot or a covered luggage area, all the **Vehicle's** security devices are fully armed and there is evidence of forced entry verified by a Police Report;
7. Property not covered by this insurance:
 - a. **Business** samples, goods, tools of trade;
 - b. property more specifically insured elsewhere.
8. Loss or damage caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, deterioration or mechanical derangement of any kind;
9. Breakage or damage to fragile articles and any consequence thereof.

SECTION 5 – 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

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

BODILY INJURY

Death, injury, illness, disease or nervous shock.

COSTS AND EXPENSES

1. Claimants costs and expenses arising in respect of any **Claim** against YOU which may be the subject of indemnity under this **Policy**;
2. 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:

1. employed under a contract of service or apprenticeship with YOU;
2. a labour master or person supplied by him;
3. employed by labour only sub-contractors;
4. self-employed and working for YOU and under YOUR control;
5. hired to or borrowed by YOU;
6. supplied to YOU for the purpose of study work or training experience;
7. a prospective employee who is undergoing practical work experience whilst being assessed by YOU as to his or her suitability for employment;
8. a voluntary helper while working under YOUR supervision and control and in connection with the **Business**;
9. 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

1. The **Insured** named in the **Insurance Schedule**;
2. Any associated or subsidiary company of **You** provided it has been notified to **Us**;
3. 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 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 YOU under this **Policy** against:
 - a. All sums which YOU shall become legally liable to pay as damages; and
 - b. COSTS AND EXPENSESIn the event of BODILY INJURY sustained by any EMPLOYEE which arises out of and in the course of their employment by YOU in connection with 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:

- a. 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
- b. 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 YOU comprise of 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:

- a. any director or partner £200 per day
- b. any EMPLOYEE £100 per day

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

8. Corporate manslaughter and Health & Safety legal expenses

In the event of:

- a. Any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Health & Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the **United Kingdom**; or
- b. 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. 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.

- a. Certain information relating to YOUR insurance **Policy** including, without limitation:
 - i. the **Policy** number(s);
 - ii. employers' names and addresses (including subsidiaries and any relevant changes of name);
 - iii. dates of cover;
 - iv. employers' reference numbers provided by Her Majesty's Revenue and Customs; and
 - v. Companies House reference numbers (if relevant) will be provided to the Employers' Liability Tracing Office(ELTO) and added to an electronic database (database).
- b. 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.
- c. 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:
 - I. Identify which insurer (or insurers) provided employers' liability cover during the claimants' relevant periods of employment; and
 - II. To identify the relevant employers' liability insurance policies.
- d. The database will be managed by ELTO.
- e. 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. 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.
4. Which forms the subject of insurance by any other policy and this **Policy** shall not be drawn into contribution with such other insurance.

GENERAL CONDITIONS

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

1. **You** must exercise reasonable care to prevent **Accident**, injury, loss or damage and at all times act as if uninsured.
2. The due observance and fulfilment of all terms and conditions of this Insurance by **You**, or anyone acting on **Your** behalf insofar as they relate to anything to be done or complied with by **You** or anyone acting on **Your** behalf shall be a condition precedent to **Our** liability to make any payment under this Insurance.
3. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf.
4. If **You** or any person acting on **Your** behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this Insurance shall become void and all claims hereunder shall be forfeited.
5. In the event that a third party is deemed liable for part or all of any claim, **We** may exercise **Our** right of subrogation. **You** shall, at **Our** request and **Our** expense, agree to and permit **Us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising **Our** right of subrogation.
6. **You** shall give immediate notice in writing to **Us** should the statutory registration of an insured person be cancelled, suspended or terminated.
7. **You** 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.

COACHING CONDITIONS

(APPLICABLE TO SECTIONS 1 - 3)

1. Gymnastics and trampolining - it is a condition of this insurance that the British Gymnastic Coaching qualification requirements are complied with as follows:
 - a. The **Insured** must be **Qualified** to a minimum Level 2 British Gymnastics qualification. All Level 1 assistant **Coaches** must be supervised by a **Coach Qualified** to a minimum of Level 2.
 - b. All **Coaches** must be **Qualified** to the level of performance of the participants in the specific discipline of the **Sport**.
 - I. A maximum **Coach** to participant supervision ratio of 1:16 shall not be exceeded at any time;
 - II. A maximum of 8 participants to any apparatus/station/trampoline;
 - III. Each assistant **Coach** may supervise up to 8 participants in addition to the lead **Coach** group of 16 (e.g. a total of 24 participants for a lead **Coach** and assistant **Coach**).

It is a further condition of this insurance that in respect of trampolining:

 - IV. All **Instructors** must hold a current recognised trampolining qualification for the level and skill set they are coaching;
 - V. An experienced spotter, of suitable size to the participant, must be in place at each trampoline
 - VI. A maximum of 1 individual person/participant should be on a trampoline at any time;
 - VII. Operation of trampolines must be carried out in accordance with British Gymnastic guidelines.

If this condition is not complied with, the **Policy** coverage will not be operative.

2. Football/Soccer - it is a condition of this insurance that all **Coaches** must be FA **Qualified** and that Level 1 **Coaches** must be supervised at all times by a Level 2 FA **Coach**, otherwise all FA Level 1 **Coaches** must have a minimum of 3 years practical football coaching experience. If this condition is not complied with, the **Policy** coverage will not be operative.
3. Boxing - it is a condition of this insurance that all **Coaches** must be suitably **Qualified** and comply with ABAE standards and possess 3 years practical coaching experience for the **Sport** in question. If this condition is not complied with, the **Policy** coverage will not be operative.
4. Pole Fit – it is a condition of this insurance that all **Coaches** must be members of the International Pole Dance Fitness Association (IPDFA), Pole Dance Community (PDC) or PoleSafe Federation. **Instructors** must be **Qualified** to the level of performance being instructed.

It is a further condition of this insurance that:

- a. The poles are PDC recognised 'safe poles';
- b. The instruction is part of a fitness regime only;
- c. The classes or session does not take place in a private residence;
- d. Cover excludes events, competitions, parties, shows, or other pole dancing for entertainment purposes;
- e. Cover excludes any liability arising out of the sale of any goods/Products designed, specified, formulated, manufactured, constructed, installed, treated, serviced, altered or repaired by **You**.

If this condition is not complied with, the **Policy** coverage will not be operative.

5. Aerial Silk & Aerial Hoop - It is a condition of this insurance that all participants must not be in excess of 1.5m (from the lowest part of the body) above floor level.

If this condition is not complied with, the **Policy** coverage will not be operative.

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 act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
2. War, invasion, acts of foreign enemies, hostilities (whether or not War has been declared), civil War, rebellion, revolution, insurrection, military or usurped power
3. Any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto, and/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where **We** allege that by reason of the exclusion any loss is not covered by this insurance the burden of proving that such loss is covered shall be upon **You**
4. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
5. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
6. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
7. 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
8. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
9. Any claims brought against the **You** in any country or jurisdiction outside of the **United Kingdom**
10. Mental injury or fear of suffering **Bodily Injury**, death, disease or illness arising out of actual or suspected exposure to any form of asbestos.
11. Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of asbestos of any kind
12. **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 Insurance
13. Loss or damage caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
14. Loss due to confiscation, detention by Customs or other authority
15. Any liability directly or indirectly arising from fungus, mildew and mould.

SANCTION LIMITATION AND EXCLUSION CLAUSE

We 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.

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.

HOW TO COMPLAIN

Please quote Your policy number and claim reference (if applicable) in all correspondence so that Your concerns may be dealt with speedily. 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 are still unhappy after the Insure4Sport review, then contact:

Subject	Contact
A claim	Please contact Davies Group Customer Relations: <ul style="list-style-type: none">• Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN• Phone – 01782 339128 Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact the Managing Director at Accelerate Underwriting Ltd: <ul style="list-style-type: none">• Post - 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB• Email - complaints@accelerate-underwriting.com A full copy of Accelerate's complaints procedure will be issued to You when Accelerate provide a written acknowledgment of Your complaint.

Alternatively, You can ask Insure4Sport to refer the matter on for You.

COMPLAINTS PROCESS

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 Your complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date Your complaint is received.

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) or 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.

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Calls may be monitored and recorded for quality assurance purposes.

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