

insure *sport*[®]

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

Fisheries and Riparian Owners
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.

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.



FISHERIES AND RIPARIAN OWNERS SUMMARY

NAME OF THE UNDERWRITER

Accelerate Underwriting Limited 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 & Products Liability (Compulsory)
- Section 2. Professional Indemnity (Compulsory)
- Section 3. Employers Liability (Compulsory)

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**.

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 1 Public & Products 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 • Legal liability incurred by the Insured with defending any claim for abuse 	<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 • The limit of indemnity shall be inclusive of defence costs.
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 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.
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)800 112 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 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.

FISHERIES AND RIPARIAN OWNERS COMBINED POLICY WORDING

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

If the insured 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.

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.

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 policy schedule;
- For the insurance period set out on the same schedule.

Your part of the contract is:

- **You** must pay the premium as shown on your 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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SECTION 1 – PUBLIC AND PRODUCTS LIABILITY

WHAT IS COVERED:

In consideration of the payment of the premium stated in **The Schedule** and in reliance on the particulars and statements made in the proposal referred to in **The Schedule** the underwriters referred to in the certification above (hereinafter called **The Company**) will to the extent and in the manner provided subject always to the terms, conditions exclusions warranties, definitions and endorsements contained in the **Policy** as defined with greater particularity herein below and as governed by **The Schedule** hereto:

- (1) Indemnify the **Insured** for claims made against the **Insured** up to but not exceeding the respective Indemnity Limits for **Public Liability** and **Products Liability** stated in **The 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 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. **The Company** 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 **The Company** 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 Schedule**.

1.0 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 whenever it appears in this section, schedule and endorsements.

- 1.1. **Abuse** means circumstances where the **Insured** had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental, and/or spiritual) of the victim and the original **Insured** was in breach of this duty to protect those in its care either through negligence or vicariously for the acts and/or omissions of its employees, members, volunteers, etc. **Abuse** may be physical, sexual or psychological in nature.
- 1.2. **Act of Terrorism** means 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.
- 1.3. **Aircraft** means 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.
- 1.4. **Category 4 Sports** means Rugby Union, Rugby League, Football, Gaelic Football, Gridiron, Australian Rules Football, Kick Boxing, Boxing, Martial Arts and all other contact sports.
- 1.5. **Coach(es)/Referee(s)** means 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 Schedule** and/or a person with a minimum of coaching or refereeing experience in the nominated sport or activity, indicated in **The Schedule**.
- 1.6. **Claims Made** means claims made during the actual **Policy Period of Insurance** unless renewal terms have been negotiated and agreed in advance.
- 1.7. **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.
- 1.8. **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.
- 1.9. **Insured** means:
 - 1.8.1. Club, association, league or entity named in **The Schedule**;
 - 1.8.2. 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;
 - 1.8.3. 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;
 - 1.8.4. Any owner of plant in respect of the hire of said plant to the club, association, league or entity named in **The Schedule** but only to the extent required under written contract or agreement.
- 1.10. **Landing Area** means 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.
- 1.11. **Medical Persons** means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.
- 1.12. **Member** means 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 Schedule**.
- 1.13. **Occurrence** means 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**.

- 1.14. **Period of Insurance** shall mean the period of insurance stated in **The Schedule** hereto.
- 1.15. **Personal Injury** means death, bodily injury, illness or disease of or to any person.
- 1.16. **Policy** shall mean:
- 1.15.1. all the terms, conditions, definitions, exclusions and limitations contained herein; and
 - 1.15.2. **The Schedule** hereto; and
 - 1.15.3. any endorsements attaching to and forming part of this policy, either at inception or during the Indemnity Period.
- 1.17. **Product** means 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 Schedule**.
- 1.18. **Products Liability** means 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.
- 1.19. **Property Damage** means accidental loss of or damage to property and includes loss of use of property.
- 1.120. **Public Liability** means any liability of the **Insured** indemnifiable under Insuring Agreement (1) other than **Products Liability**.
- 1.21. **Territorial Limits** means anywhere in the world excluding the United States of America or its Territories or Protectorates. However this exclusion shall not apply to temporary visits of not more than 90 days of non residents of the United States of America.
- 1.22. **The Business** of the **Insured** is that of a sporting club and/or **Member** of the sporting association, league or entity designated in **The 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.
- 1.23. **The Schedule** sets out the specific terms applicable to the cover and should be read together with these **Policy** Terms and Conditions. In addition to the **Policy** a Schedule will be provided.
- 1.24. **The Sport** means being physically engaged in the sport(s) specified in **The Schedule** and includes all official activities connected therewith.
- 1.25. **Vehicle(s)** means 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.
- 1.26. **War** shall mean 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.
- 1.27. **Watercraft** means any vessel, craft, **Vehicle** or appliance made or intended to float on or in or travel on or through or under water.
- 1.28. **We/Us/Our/The Company** means Royal & Sun Alliance Insurance PLC. St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL

2.0 EXTENSIONS

2.1 Health & Safety At Work Act

The Company 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 **The Company** in an appeal against conviction arising from such proceedings.

Provided that **The Company** shall not be liable for the payment of fines or penalties.

2.2 Defective Premises Act

The Company 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 **The Company** shall not be liable under this extension if the **Insured** is entitled to Indemnity under any other insurance.

2.3 Consumer Protection Act

The Company will indemnify the **Insured** against legal costs and expenses incurred with **The Company'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 **The Company** in an appeal against conviction arising from such proceedings.

Provided that **The Company** shall not be liable for the payment of fines or penalties.

2.4 Abuse

This extension is on a **Claims Made** basis. It only covers claims made against the **Insured** and notified to **The Company** during the **Period of Insurance**.

Subject to the terms, conditions, definitions and exclusions of this **Policy** (other than as amended by this extension), **The Company** will indemnify the **Insured** up to the Limit of Indemnity stated in this extension against all sums which you become legally liable to pay by way of **Compensation** (excluding punitive, exemplary, aggravated and/or multiple damages) as a result of a claim or claims arising from incidents that are subsequent to the **Retroactive Date** and first made against the **Insured** and notified in writing to **The Company** during the **Period of Insurance** stated in **The Schedule** arising out of **Abuse** or attempt thereof committed or alleged to have been committed.

The Company will pay all costs, fees and expenses incurred with the prior written consent of **The Company** 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 noted in this extension.

The total aggregate liability during any one **Period of Insurance** for all liability including **Compensation**, costs, fees and expenses shall not exceed the Limit of Indemnity noted in this extension.

Abuse includes:

- 2.4.1. Behaviour which sexualises the victim and uses the victim for sexual gratification;
- 2.4.2. The sexual interaction between two minors if there is a perceived difference in power between the victim and the abuser;

- 2.4.3. The imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, this would not include a single incidence of physical assault;
- 2.4.4. The deliberate pre-meditated maltreatment by an individual in a position of responsibility.

Abuse does not include:

- 2.4.5. Schoolyard and workplace bullying;
- 2.4.6. Treatment / nursing malpractice or any error or omission in the provision of nursing or care treatment.

The Company shall not be liable:

- 2.4.7. for any liability in respect of which the **Insured** is entitled to indemnity under any other insurance;
- 2.4.8. for any liability arising from **Abuse** or attempt thereat which occurred or is alleged to have occurred prior to the **Retroactive Date** specified in this extension;
- 2.4.9. for any liability arising from any facts and/or circumstances, of which the **Insured** had become aware prior to the commencement of the **Period of Insurance**, which a reasonable person in the **Insured's** position would have considered as facts and/or circumstances which may give rise to a claims or claims under this **Policy**;
- 2.4.10. to indemnify however so arising any perpetrator or alleged perpetrator of any **Abuse** or attempt thereat;
- 2.4.11. for any fines or penalties or the costs of defending and criminal proceedings;
- 2.4.12. for any liability arising out of any failure by the **Insured** to comply with all requirements of the Angling Trust Ltd Child Protection **Policy**
- 2.4.13. to indemnify any person who has or has been alleged to have:
 - (a) authorised or permitted **Abuse**;
 - (b) disregarded knowledge of **Abuse**;
 - (c) had actual or constructive knowledge of **Abuse** and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from **Abuse**;
 - (d) aided or contributed to or supported **Abuse**; or
 - (e) intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from **Abuse**.

The following conditions shall apply to this extension:

- 2.4.14. The **Insured** shall, as a condition precedent to indemnity under this extension, ensure full compliance with all statutory legislation and requirements for dealing with minors;
- 2.4.15. The **Insured** shall bear the excess (inclusive of costs and expenses) of any one claim. For the purpose of determining the excess applicable to any indemnity provided under this extension, it is expressly agreed that all acts of **Abuse** or attempt(s) thereat suffered by any individual claimant shall be deemed to be arising out of one originating cause. If there is more than one claimant, all acts of **Abuse** or attempt(s) thereat suffered by each individual claimant shall be deemed to be arising out of separate original causes;
- 2.4.16. The **Insured** must give notice in writing to **The Company** as soon as is reasonably practicable after becoming aware of any fact that may give rise to a claim or claims.

3. WHAT IS NOT COVERED:

- 3.1. 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.
- 3.2. 3.2.1. 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 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.
- 3.2.2. Malicious damage caused by any **Insured** or others for whom the **Insured** is responsible.
- 3.3. Damage to or the cost of repair, reconditioning, replacement, removal or recalling of any **Product** or component part.
- 3.4. Liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the **Insured** of:
 - 3.4.1. any **Aircraft** or hovercraft, or
 - 3.4.2. any property or structure used as a **Landing Area** for **Aircraft** provided such liability arises out of such use as a **Landing Area**, or
 - 3.4.3. 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.
- 3.5. Liability arising out of the ownership, maintenance, operation or use by or on behalf of the **Insured** of any **Vehicle**.
- 3.6. Any liability of any **Insured** directly or indirectly arising out of:
 - 3.6.1. assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any **Insured**;
 - 3.6.2. sexual assault, sexual harassment or rape.

- 3.7. Liability 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.
- 3.8. Liability assumed under a contract or agreement unless the **Insured** would have been liable in the absence of such contract or agreement.
- 3.9. 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**.
- 3.10. **Personal Injury** or **Property Damage** 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**.
- 3.11. 3.11.1. 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
- 3.11.2. demolition of a building or structure exceeding 10 metres in height.
- 3.12. 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.
- 3.13. 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.
- 3.14. Any **Personal Injury** caused, or contributed to, by any participant to any other participant whilst participating in a match or a practice of any **Category 4 Sports** unless specified in **The Schedule**.
- 3.15. Any claims brought against the **Insured** under the jurisdiction of the United States of America.
- 3.16. Any liability directly or indirectly arising from **Fungus, Mildew and Mould**. Such exclusion shall include but not be limited to:
- 3.16.1. **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);
- 3.16.2. 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
- 3.16.3. 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**.
- 3.17. 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.
- 3.18. 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**.
- 3.19. Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.
- 3.20. Any liability arising anywhere in the world in relation to, caused by, or contributed to, directly or indirectly, or howsoever arising from:
- 3.20.1. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment;
- 3.20.2. error in creating, amending, entering, directing, deleting or using Computer Equipment; or
- 3.20.3. 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.
- 3.21. **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.
- 3.22. Any form of performance, surety, credit or financial guarantee.
- 3.23. Any award for liquidated, punitive, aggravated or exemplary damages including all fines and penalties.
- 3.24. **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.
- 3.25. Economic or pecuniary loss where no **Personal Injury** or damage to tangible property occurs.
- 3.26. Any Liability directly or indirectly based upon, arising out of, or attributable to:
- 3.26.1. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
- 3.26.2. the presence of artificial sun tanning equipment on the **Insured's** property.

4.0 CONDITIONS:

These are the conditions of the insurance you will need to meet as 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.

- 4.1. The **Insured** shall as a condition precedent to all rights to indemnity under this **Policy** give to **The Company** as soon as possible notice in writing of:
- 4.1.1. 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 **Policy**.
 - 4.1.2. 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**.
- 4.2. No admission offer promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of **The Company** 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 **The Company** may reasonably require.
- 4.3. **The Company** 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 **The Company** 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 **The Company** shall only pay under Insuring Agreement (2) such proportion of legal defence costs as the Indemnity Limit bears to the total settlement amount.
- 4.4. 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' Products Liability 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**.
- 4.5. **The Company** shall be permitted but not obliged to inspect the **Insured's** property and operations at any time. Neither **The Company'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. **The Company** 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.
- 4.6. 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 Schedule**.
- 4.7. 4.7.1. The **Insured** has a duty to disclose to **The Company** 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 **The Company'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.
- 4.7.2. **The Company** may avoid this **Policy** in the event of any fraudulent failure by the **Insured** to comply with the duty of disclosure, or any fraudulent misrepresentation.
- 4.7.3. If the **Insured** fails to comply with the duty of disclosure or makes a misrepresentation to **The Company** before this **Policy** was entered into and if **The Company** is not thereby entitled to avoid the contract **The Company's** liability in respect of any claim shall be reduced to the amount which would place **The Company** in the position in which it would have been if this failure had not occurred or the misrepresentation had not been made.
- 4.7.4. If the **Insured** makes any claim fraudulently **The Company** may refuse indemnity in respect of it.
- 4.8. Notwithstanding Exclusion 3.5. 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**.
- 4.8.1. caused by any motor **Vehicle** owned by or in the possession of or being used by or on behalf of the **Insured** which is:
- (a) not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation;
 - (b) 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.
- 4.8.2. arising during the act of loading or unloading a motor **Vehicle** or the bringing to or taking away of a load from such **Vehicle**.
- 4.9. Notwithstanding Exclusion 3.5. **The Company** 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**.
- The Company** shall not be liable in respect of:
- 4.9.1. Damage to any such **Vehicle**;
 - 4.9.2. **Personal Injury** or **Property Damage** arising while such **Vehicle** is being driven by the **Insured**.
- Provided that **The Company** shall not be liable if the **Insured** is entitled to indemnity under any other insurance.
- 4.10. 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.

SECTION 2 – PROFESSIONAL INDEMNITY

1.0 WHAT IS COVERED:

This section is **Claims Made**. 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.

- 1.1. In consideration of the payment of the premium by the **Insured** **The Company** 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 **Policy**, the Total Sum **Insured** (Limit of Indemnity) specified in **The 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:
 - 1.1.1. made against the **Insured** during the **Period of Insurance** specified in **The Schedule** and,
 - 1.1.2. notified as soon as possible in writing to **The Company** by the **Insured** during the period of insurance,
 - 1.1.3. arising out of any act, error or omission which occurred subsequent to the retroactive date specified in the Schedule.
 - 1.1.4. arising out of any acts, errors or omissions occurring in the **Territorial Limits**.

2.0 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** whenever it appears in this section, schedule and endorsements.

- 2.1. **Claim** means
 - 2.1.1. any **Claim** made against the **Insured**;
 - 2.1.2. the receipt of written notice from any person of an intention to make a **Claim** against the **Insured**; irrespective of whether the quantum is likely to be within or above the amount of the excess specified in **The Schedule**.
- 2.2. **Claims Made** means **Claims** made during the actual **Policy Period of Insurance** unless renewal terms have been negotiated and agreed in advance.
- 2.3. **Excess** means the first amount of any **Claim** payable by the **Insured**.
- 2.4. **Insured** means a qualified person appointed by the club, league or association noted in **The Schedule** to act as a **Coach**/official but only whilst acting in the scope of their duties in such capacity.
- 2.5. **Known Circumstance** means 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 Schedule**.
- 2.6. **Period of Insurance** shall mean the **Period of Insurance** stated in **The Schedule** hereto.
- 2.7. **Policy** shall mean:
 - 2.7.1. all the terms, conditions, definitions, exclusions and limitations contained herein; and
 - 2.7.2. **The Schedule** hereto; and
 - 2.7.3. any endorsements attaching to and forming part of this **Policy**, either at inception or during the Indemnity Period.
- 2.8. **Qualified** shall mean that person has appropriate qualifications or registration or accreditation or authorisation from the **Insured** body.
- 2.9. **Retroactive Date** means the date specified in **The Schedule**.
- 2.10. **Territorial Limits** means anywhere in the world excluding the United States of America or its Territories or Protectorates. However this exclusion shall not apply to temporary visits of not more than 90 days of non residents of the United States of America.
- 2.11. **The Schedule** sets out the specific terms applicable to the cover and should be read together with these **Policy** terms and conditions. In addition to the **Policy** a schedule will be provided.
- 2.12. **The Sport** means that of the club, league or association specified in **The Schedule** and includes all official activities connected therewith.
- 2.13. **We/Us/Our/The Company** means Royal & Sun Alliance Insurance PLC. St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL

3.0 EXTENSION

- 3.1. **The Company** 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 Schedule**.

4.0 LIMIT OF INDEMNITY

- 4.1. The Liability of **The Company** 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 Schedule**.

5.0 LEGAL COSTS

- 5.1. **The Company** will pay all costs, fees and expenses incurred with the prior consent of **The Company** 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 Schedule**.

6.0 WHAT IS NOT COVERED:

- 6.1. This **Policy** does not indemnify the **Insured** against any **Claim** or **Claims**:
- 6.1.1. (a) made or threatened or in any way intimidated prior to the inception date of the **Policy**.
 - 6.1.1. (b) arising from any **Known Circumstance**.
 - 6.1.2. 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**.
 - 6.1.3. arising from the conduct of any business not conducted for the benefit of or on behalf of the **Insured** named in **The Schedule**.
 - 6.1.4. 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**.
 - 6.1.5. as a result of the insolvency, bankruptcy or liquidation as the case may be of the **Insured**.
 - 6.1.6. arising from the sale or supply of goods by or on behalf of the **Insured**.
 - 6.1.7. brought against an **Insured** arising directly or indirectly out of physical assault or interference as a consequence thereof.
 - 6.1.8. brought against the **Insured** arising directly or indirectly from the use of non medically prescribed drugs.
 - 6.1.9. arising directly or indirectly from any injury (including emotional distress or mental trauma) loss or damage which is actually or allegedly caused by contributed to by or in any way related to the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents.
 - 6.1.10. 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.
 - 6.1.11. brought against the **Insured** under the jurisdiction of the United States of America.
 - 6.1.12. 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**.
- 6.2. This **Policy** does not indemnify the **Insured** against any liability to pay liquidated, punitive, exemplary or aggravated damages.
- 6.3. This **Policy** does not indemnify the **Insured** against any liability to pay any fines and/or penalties imposed by law.
- 6.4. This **Policy** does not indemnify the **Insured** against any liability to pay any trading debts.
- 6.5. This **Policy** does not indemnify the **Insured** against 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.
- 6.6. This **Policy** does not indemnify the **Insured** against any liability caused by or arising out of the discharge, dispersal, release or escape of Pollutants whatsoever. For the purpose of this exclusion, Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste – waste includes material to be recycled, reconditioned or reclaimed.
- 6.7. This **Policy** 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.

7.0 CONDITIONS

These are the conditions of the insurance you will need to meet as 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.

7.1. Procedure for defence and settlement of claims

No admission offer promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of **The Company** 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 **The Company** may reasonably require.

7.2. Claims co-operation

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 **The Company** as it may reasonably require to enable it to investigate and to defend the **Claim** and/or to enable **The Company** to determine its liability under this **Policy**.

The Company 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 **The Company** 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.

Solicitors retained by **The Company** 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 **The Company** 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 **The Company** in respect of such information.

7.3. Loss or suspension of registration

The **Insured** shall give immediate notice in writing to **The Company** should the statutory registration of an **Insured** person or the club be cancelled, suspended or terminated.

7.4. **Excess**

In respect of each and every **Claim** against the **Insured** the amount of the excess specified in **The Schedule** shall be borne by the **Insured** at their own risk and uninsured. **The Company** shall only be liable to indemnify the **Insured** for the amount beyond the level of the said excess up to the amount of the sum insured.

Nevertheless the indemnity for costs and expenses incurred with the written consent of **The Company** in the defence or settlement of **Claims** shall be subject to the said excess.

For the purpose of this condition the term "**Claim**" shall be understood to mean any and all **Claims** which are within the scope of this **Policy** and which arise by reason of the same act, error or omission.

7.5. **Queen's Counsel**

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 **The Company**) 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 **The Company** the excess (or excesses if more than one **Claim**) specified in **The Schedule**.

7.6. **Fraudulent claim**

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.

7.7. **Subrogation**

The Company 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.

7.8. **Jurisdiction**

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.

SECTION 3 – EMPLOYERS LIABILITY

We have agreed to insure **You** under the conditions and exclusions in this **Policy** and any endorsements.

We will indemnify **You** for any liability that arises during the Period of insurance for which **You** have paid or agreed to pay the premium.

This **Policy** is a legal contract and it is important that **You** read it carefully to ensure that it meets with **Your** requirements. If it does not or if **Your** insurance requirements change please let **Your** insurance adviser know immediately.

We would remind **You** that **You** must tell **Us** immediately of any facts or changes which might affect **Our** assessment or acceptance of this insurance. If **You** do not disclose all relevant facts **You** may invalidate **Your Policy** or **Your Policy** may not operate fully.

1.0 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 whenever it appears in the **Policy**, schedule and endorsements.

The following words will have the same meaning wherever they appear in this section unless otherwise stated.

- 1.1. **Bodily Injury** means Death, injury, illness, disease or nervous shock.
- 1.2. **Business** means the **Business** carried on in the **United Kingdom** including the following activities:
 - 1.2.1. ownership use repair maintenance and decoration of premises occupied by **You**;
 - 1.2.2. repair or maintenance of vehicles or plant owned or used by **You**;
 - 1.2.3. the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **Employee** and first aid, fire, security and ambulance services;
 - 1.2.4. participation in exhibitions held in member countries of the European Union in connection with the **Business** specified in the schedule; and
 - 1.2.5. private work undertaken for **You** by any **Employee** or for any director or **Employee** with **Your** prior consent.
- 1.3. **Costs and Expenses** means:
 - 1.3.1. Claimants **Costs and Expenses** arising in respect of any claim against **You** which may be the subject of indemnity under this **Policy**;
 - 1.3.2. 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**.
- 1.4. **Employee(s)** means any person(s) who is:
 - 1.4.1. employed under a contract of service or apprenticeship with **You**;
 - 1.4.2. a labour master or person supplied by him;
 - 1.4.3. employed by labour only sub-contractors;
 - 1.4.4. self-employed and working for **You** and under **Your** control;
 - 1.4.5. hired to or borrowed by **You**;
 - 1.4.6. supplied to **You** for the purpose of study work or training experience;
 - 1.4.7. a prospective **Employee** who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
 - 1.4.8. a voluntary helper while working under **Your** supervision and control and in connection with the **Business**;
 - 1.4.9. 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.
- 1.5. **Offshore** means 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.
- 1.6. **Period of insurance** means the period from the effective date shown in the schedule until midnight on the expiry date shown in the schedule. This includes any subsequent period for which **We** may accept payment for renewal of this **Policy**.
- 1.7. **Policy** means:
 - 1.7.1. All terms, provisions, exclusions, conditions and limits of indemnity set out in this document;
 - 1.7.2. The schedule, notices and other documents attaching from time to time; and
 - 1.7.3. All endorsements incorporated and issued for incorporation in this document all of which shall be read together and constitute the contract of insurance.
- 1.8. **Products** means any tangible **Products** or goods (including containers, labelling, instructions or advice provided in connection therewith) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of the **Business**.
- 1.9. **Property** means **Property** which is both material and tangible.
- 1.10. **United Kingdom** means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- 1.11. **We/Us/Our** means Royal & Sun Alliance Insurance PLC. St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL
- 1.12. **You/Your** means:
 - 1.12.1. The insured named in the schedule;
 - 1.12.2. Any associated or subsidiary company of the insured provided it has been notified to **Us**;
 - 1.12.3. 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, 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.

2.0 WHAT IS COVERED:

2.1. Subject to the exclusions, conditions and definitions of this **Policy**, **We** will indemnify **You** under this **Policy** against:

2.1.1. all sums which **You** shall become legally liable to pay as damages; and

2.1.2. **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**.

2.2. The amount specified in the 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**.

2.3. Notwithstanding anything contained 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 terrorism shall not exceed £5,000,000.

2.4. Notwithstanding anything contained in paragraph 1 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.

3.0 EMPLOYERS LIABILITY COMPULSORY INSURANCE

3.1. 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**.

4.0 EXTENSION

4.1. **Unsatisfied court judgements**

In the event that:

4.1.1. 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

4.1.2. 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 **Policy** if the judgement had been made against **You**; and
- (d) **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.

5.0 CONDITIONS

These are the conditions of the insurance you will need to meet as 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.

5.1. **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.

5.2. 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.

5.2.1. 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).

5.2.2. 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.

5.2.3. 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)

- (a) to 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.

5.2.4. The database will be managed by ELTO.

5.2.5. 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.

6.0 EXTENSIONS

These extensions are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.

6.1. Contractual liability

Notwithstanding General Exclusion 8.7., **We** will indemnify **You** under this **Policy** against liability in respect of Bodily Injury as follows:

To the extent that any contract or agreement entered into by **You** with any principal so requires, **We** will indemnify **You** against liability assumed by **You** in respect of liability which arises out of the performance by **You** of such contract or agreement provided that:

- 6.1.1. the conduct and control of claims is vested in **Us**;
- 6.1.2. the indemnity granted shall apply only in respect of liability to any **Employee**;
- 6.1.3. nothing in this extension shall increase **Our** liability to pay any amount in excess of the limit of indemnity under this **Policy**.

For the purpose of this extension, "principal" means the other party to a contract or agreement for whom **You** are undertaking work or services or providing **Products** where such party is responsible for setting out the terms of the contract or agreement.

6.2. Cross liabilities

If the policyholder named in the 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**.

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

- 7.3.1. any director or partner £200 per day
- 7.3.2. any **Employee** £100 per day

6.4. Legal expenses including corporate manslaughter

In the event of:

- 6.4.1. 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
- 6.4.2. 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:

- 6.4.3. **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;
- 6.4.4. **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**;
- 6.4.5. **We** will only be liable for **Costs and Expenses** incurred in respect of legal representation appointed by **Us**;

- 6.4.6. 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;
- 6.4.7. This indemnity will not apply:
 - (a) in respect of fines or penalties of any kind;
 - (b) to proceedings consequent upon any Bodily Injury deliberately caused by **You**; or
 - (c) to persons other than **You** or any of **Your** directors, partners, proprietors or **Employees**.

7.0 WHAT IS NOT COVERED:

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

- 7.1. for Bodily Injury to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
- 7.2. arising **Offshore**.
- 7.3. 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.
- 7.4. directly or indirectly caused by or contributed by or arising from:
 - 7.4.1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - 7.4.2. 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:
 - (a) of any party to whom indemnity is granted by way of Extension 5.1. or their personal representative;
 - or
 - (b) assumed by **You** by agreement which would not have attached in the absence of such agreement.
- 7.5. 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.
- 7.6. which forms the subject of insurance by any other policy and this **Policy** shall not be drawn into contribution with such other insurance.
- 7.7. which is assumed by **You** under agreement unless such liability would have attached in the absence of such agreement.
- 7.8. directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 7.9. Arising out of failure of any computer system, whether or not **Your Property**, to be date or time compliant including failure of any correction attempted correction conversion renovation rewriting or replacement of any computer system relating to date or time compliance.

8.0 CONDITIONS:

These are the conditions of the insurance you will need to meet as 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.

- 8.1. The due observance and fulfilment of the terms conditions and endorsements of this **Policy** insofar they relate to anything to be done or complied with by **You** shall be a condition precedent to **Our** liability to make any payment under this **Policy**.
- 8.2. Any written proposal and/or declaration made by **You** shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 8.3. Any phrase or word in this **Policy** and the schedule will be interpreted in accordance with the laws of England. The **Policy** and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or schedule shall bear such specific meaning wherever it may appear.
- 8.4. If any claim under this **Policy** is in any respect fraudulent this **Policy** shall become void and all benefit hereunder shall be forfeited.
- 8.5. The truth of statements, answers and information supplied in connection with this **Policy** shall be a condition precedent to **Our** liability to make any payment under this **Policy**.
- 8.6. **You** shall give notice to **Us** of any alteration or circumstance which materially affects the risks insured under this **Policy** and until **We** are advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and **You** have paid or agreed to pay the additional premium (if any) **We** shall not be liable in respect of any claim or claims due wholly or partially to such alteration or circumstance.
- 8.7. **You** shall give immediate notice in writing to **Us** of any occurrence that may give rise to a claim under this **Policy** and shall give all such additional information as **We** may require. Every impending prosecution, inquest or fatal accident enquiry claim, writ, summons or process and all documents relating thereto shall be forwarded to **Us** immediately they are received.
- 8.8. **You** shall make no admission, offer, promise or payment without **Our** written consent and **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Your** 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.
- 8.9. **We** may at any time pay to **You** in connection with any claim or series of claims under this **Policy** to which an indemnity applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, **We** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of defence costs incurred prior to the date of such payment (unless the limit of indemnity is stated to be inclusive of defence costs).

However if **We** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part with defence costs payable in addition to the limit of indemnity

- under this **Policy** then **We** will also contribute **Our** proportion of subsequent defence costs incurred with **Our** consent.
- 8.10. If in respect of any claim under this **Policy** there is any other insurance or indemnity in **Your** favour in force relative to such claim, or there would be but for the existence of this **Policy** **Our** liability shall be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of such claim but subject always to the limit of indemnity.
- 8.11. Where the premium is provisionally based on **Your** estimates **You** shall keep accurate records and within 90 days of the expiry of the Period of insurance declare such particulars as **We** require. The premium shall then be adjusted and any difference paid or allowed to **You** as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to **Employees** the required declaration shall also include remuneration to all persons defined as **Employees** by this **Policy**. Failure to declare such particulars to **Us** shall entitle **Us** to estimate if **We** so wish such particulars and to assess further premium payment due calculated on such estimated particulars.
- 8.12. There is a choice of law which can apply to this **Policy** but the pre-contractual offer by **Us**, subsequent acceptance by **You** and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.
- 8.13. The terms of this **Policy** are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

The following is applicable to all sections of this **Policy**:

Contracts (Rights Of Third Parties) Act 1999

Only the **Insured** and **The Company** 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 the policyholder that any information provided to **Us** regarding the policyholder 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.

Sanction Limitation and Exclusion Clause

The Company shall not provide cover nor shall we 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 Company** 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.

HOW TO MAKE A CLAIM

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

- Notify Davies Group as stated in 'How to make a claim' as follows within 30 days of the date of the incident occurring

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)800 112 4084

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

Email: newclaim.insure4sport@davies-group.com

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.

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 Limited, 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
Wyndham
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.

insure sport[®]

The Royals, Altrincham Road, Manchester M22 4BJ

Tel: 0800 158 5530 · Fax: 0845 305 8100

email: admin@insure4sport.co.uk

www.insure4sport.co.uk

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