



# Insurance Booklet

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**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.

## IMPORTANT FEATURES

### NAME OF THE UNDERWRITER

Aviva Insurance Limited (Registered in Scotland No. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

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 document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The Insurance booklet, **Insurance Schedule** and any notice to policy holders issued to **You** at renewal 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 the following parts

INSURANCE BOOKLET	SCHEDULE	NOTICE TO POLICYHOLDERS
<ul style="list-style-type: none"><li>• What is covered and what isn't in conjunction with the <b>Insurance Schedule</b></li><li>• How to make a claim and how <b>We</b> will settle that claim</li><li>• <b>Our</b> obligations to <b>You</b></li><li>• The terms and conditions <b>You</b> must comply with</li></ul>	<ul style="list-style-type: none"><li>• The sections of the <b>Policy</b> that apply to you and the dates from which cover is in force</li><li>• The various limits and sums insured that apply to <b>Your</b> cover</li><li>• Any special terms that apply to <b>Your Policy</b> including any <b>Endorsements</b></li><li>• <b>Your Premium</b></li><li>• <b>Your Policy</b> number</li></ul>	<ul style="list-style-type: none"><li>• Provides information about any changes to <b>Your</b> renewal terms and policy cover</li></ul>

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

- 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** or increase the premium.

- **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 booklet 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 shown 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 cancel it within 14 days from receipt of documentation.

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

# CLAIMS

## OUR CLAIMS DEPARTMENT

In the event you need to make a claim, our claims service is provided by Davies Group who are our nominated claims handlers.

### HOW TO MAKE A CLAIM

If an event giving rise to a claim under this Insurance occurs **You** shall notify Davies Group as follows:

- a. As soon as reasonably possible but within 30 days of the date of the incident being discovered
- b. Within 7 days of becoming aware of any 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)333 400 7541
- Post: Insure4Sport Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.insure4sport@davies-group.com

## 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 or **Your Policy** might be invalid.

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. **We** will be entitled, at **Our** cost, but in **Your** name, to:
  - a. Take legal proceedings for **Our** own benefit in respect of the cost of the claim, damages or otherwise; or
  - b. Take over and conduct the defence or settlement of any claim
4. No admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
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. Salvage - Following a valid claim, **We** may, without incurring any further liability and without diminishing **Your** right to rely on any condition of this insurance, take and keep possession of any of the **Sporting Equipment** insured under Section 3 and to deal with salvage in a reasonable manner, but **You** may not abandon any property insured to **Us**.
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.
8. If **You** are abroad at the time of an incident leading to a claim, **We** will not replace any **Sporting Equipment** until you return to the **United Kingdom**
9. 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. depending on the type of claim, **You** may be required to attend medical assessment(s) as often as **We** deem reasonably necessary, these will be carried out by a suitable health professional appointed by **Us**
10. 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 should be satisfactory evidence of the damage being **Your** responsibility and that settlement shall be considered without legal liability or negligence being proven.
11. 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 aforementioned limit then any claim shall be evaluated upon 75% of **Your** Income.
12. 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.
13. Benefits shall NOT be payable for more than one of the events under the Personal Accident Section, What is Covered items 1 – Accidental Death and Item 2 – Permanent Total Disablement and under the section Loss of Earnings in respect of the same occurrence except in respect of Loss of Earnings where any such payment shall be deducted from the final settlement figure of any other benefits.
14. 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.

15. 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.
16. 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.

# IMPORTANT INFORMATION

## 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

**Your Policy** describes certain things which **You** are required to do to make sure that **You** are protected and that **Your Policy** cover operates fully. For example, **You** must:

- Tell **Us** about changes which could affect **Your Policy**
- Make sure that **Your** sums insured are high enough to cover the **Sports Equipment** to be insured
- Take reasonable care of **Your** property

## EXCLUSIONS

Exclusions will apply to each section and general exclusions will apply to the whole insurance.

## STATEMENT OF DEMANDS AND NEEDS

This policy meets the needs of an individual who requires insurance for:

- Public Liability as a result of **You** being a sporting individual, **Team** and or **Coach**
- Professional Indemnity following negligent acts, errors or omissions in respect of advise
- Personal Accident, loss of earnings or physiotherapy following an accident whilst participating in the **Sport(s)**
- Employers' Liability as a result of bodily injury sustained by any **Employee** which arises out of and in the course of their employment
- Theft, loss and **Accidental Damage** to **Sports Equipment**

## REASONABLE CARE

It is **Your** responsibility to look after and regularly maintain your **Sports Equipment**. **Your Policy** is intended to cover **You** against unforeseen events like **Accidental Damage** or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

## YOUR DUTY TO PREVENT LOSS OR DAMAGE

**You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage. **You** must keep property that is insured under **Your Policy** or being used in classes in good condition.

## 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 as soon as possible. Failure to advise **Us** of a change allows the insurer to cancel the **Policy**, sometimes back to its start date and to keep any premiums paid.

## KEEPING US INFORMED

This policy is based on the information **You** have given **Us** about **You** and/or **Your Business**. **You** must tell us immediately about the following changes:

- Any changes to the levels of cover **You** require
- Any changes to **Your** contact information
- Any criminal convictions or if **You** have had any other insurance declined, cancelled or had special terms imposed

If **You** fail to disclose all relevant information or make a misrepresentation, **We** may:

- Cancel **Your** policy and refuse to pay any claim, or
- **We** may not pay the claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of cover may be affected

## YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your** policy within the first 14 days of the purchase or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the later. **You** will be entitled to a full refund of **Your** policy insurance premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending. If **You** have spoken to **Us** to arrange **Your** policy, **We** may deduct an administration fee of up to £10 but this charge will not be made if **You** have arranged **Your** policy online without speaking to **Us**.

**You** may cancel after the 14 days have expired. **We** may provide **You** with a refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10.

## OUR RIGHT TO CANCEL

**We** may at any time cancel any insurance document by sending at least 14 days notice to **You** at **Your** last known email and/or postal 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.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this policy booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this policy booklet.

If **We** cancel the policy **You** will be entitled to a refund of the premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. Unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium.,

## 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.

## FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **We** may at any time:

1. Share information about **You** with other organisations and public bodies including the police;
2. Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give false or inaccurate information and **We** suspect fraud, **We** will record this. **We** can supply on request further details of the databases **We** access or contribute to. If **You** require further details please contact **Us** at:

Policy Investigation Unit, Aviva,  
PO Box 3596  
Surrey Street  
Norwich  
NR1 3EB  
Telephone: 0800 068 3254  
Email: consumerfraud\_IB@aviva.com

## DATA PROTECTION

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of data protection legislation (including the General Data Protection Regulation from the 25th May 2018), for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. Under the General Data Protection Regulation **You** have a right of access to see personal information about **You** that is held in **Our** records, whether electronically or manually. **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. If this happens, **We** will ensure that anyone to whom **We** pass **Your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it. **We** and other organisations may also search these agencies and databases to:

1. Help make decisions about the provision and administration of insurance and related services for **You**
2. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies; and
3. Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity.

## TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

## AUTOMATIC REINSTATEMENT

In the event of partial loss, theft or damage to the property insured the sum insured will be automatically reinstated from the date of the damage unless **You** have written to **Us** or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the sum insured **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date.

## CUSTOMERS WITH DISABILITIES

This policy and other associated documentation are also available in large print. If **You** require this or any additional support please contact Insure4Sport.

## USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## 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, specific event occurring at a definable time and place.

### **Accidental Damage**

Damage caused suddenly and unexpectedly by an outside force.

### **Bodily Injury**

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

### **Business**

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

### **Coach(es)**

A coach, instructor or referee who is accredited and **Qualified** in accordance with the requirements of **Sport** or activity specified in the **Insurance Schedule**.

### **Evidence of Ownership**

Original sales purchase or till receipt or other evidence which clearly demonstrates ownership. This may include but is not limited to bank/credit card statement, retailer valuation including a photograph of the **Sports Equipment**. The evidence should clearly show date, price paid and details of the **Sports Equipment**.

### **Excess**

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

### **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**.

### **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**.

### **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 shown in **Your Insurance Schedule**.

### **Personal Possessions**

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

### **Policy**

The Insurance booklet (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.

**Qualified**

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

**Sport(s)**

The sport(s) specified in the **Insurance Schedule** including all official activities connected with the sport. It also includes any other sport specified in the insurance scope providing the corresponding sports category is specified in **Your Insurance Schedule**.

**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;

**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.

**United Kingdom Residen**

Means resident in the U.K. for a minimum of 6 months in a 12-month period

**We, Us and Our**

Aviva Insurance Limited

**You and Your**

**Coach(es)**, **Team** or individual named in the **Insurance Schedule** who is a **United Kingdom Resident**.

## SECTION 1 - PUBLIC LIABILITY

Provides indemnity for third party **Bodily Injury** and third party property damage.

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule We** will indemnify **You** up to the limit stated in the **Insurance Schedule** (which is inclusive of all costs and expenses) against legal liability for accidental:

1. Mental injury, death, disease or **Bodily Injury** to any person
2. Damage to property belonging to others

which arises in connection with the **Business** within the **Territorial Limits** stated in the **Insurance Schedule**.

The total amount payable includes reasonable defence costs and expenses incurred by **You** with **Our** written consent in connection with any liability insured under this **Policy**.

For the purposes of the Limit of Indemnity applying to Terrorism shall read £5,000,000 or the Limit of Indemnity stated in **Your Insurance Schedule** (whichever is the lower).

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 shall read £5,000,000 or the limit of indemnity (whichever is the lower) in respect of pollution shown under Public Liability in **Your Insurance Schedule**.

### 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.

### 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.

### 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.

### 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.

### 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. Liability to any person employed
2. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
3. Any property belonging to **You** or in **Your** care, custody or control, but this exclusion does not apply to:
  - Premises (including the contents thereof) and other property temporarily occupied by **You** for the purpose of the sport specified in the insurance schedule
  - Employee and visitor clothing and personal possessions for an amount not exceeding £1,000
  - 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
4. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
5. Punitive, exemplary or aggravated damages, fine or penalties
6. Any liability of **You** or any principal of yours arising solely from **Your** duties or such principals as a director or legal officer of any company
7. Liability as a result of **Your** insolvency, bankruptcy or liquidation

8. Liability arising from damage to or the cost of repair, reconditioning, replacement, removal or recalling of any **Product** or component part.
9. Liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of **You** of:
  - a. any powered 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.
10. 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.
11. Any liability arising out of the rendering or failure to render professional advice 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.
12. 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**;
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 there under.
14. 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 Insurance Schedule** and the appropriate premium is paid.
15. Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.
16. 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.
17. Any form of performance, surety, credit or financial guarantee.
18. Claims caused by or arising out of arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.
19. Economic or pecuniary loss where no personal injury or damage to tangible property occurs.
20. Any Liability directly or indirectly based upon, arising out of, or attributable to:
  - a. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
  - b. the presence of artificial sun tanning equipment on **Your** property.
21. 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.
22. Any liability arising from damage or injury to animals belonging to **You** or in **Your** care custody or control

## 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

1. Where this cover has been selected and is shown in **Your Insurance Schedule** **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:
  - a. Made against **You** during the **Period of Insurance** specified in the **Insurance Schedule** and
  - b. Notified as soon as possible in writing to **Us** by **You** during the **Period of Insurance**;
  - c. Arising out of any act, error or omission which occurred subsequent to the inception date of this **Policy**;
  - d. Arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Insurance Schedule**.
2. **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**.
3. 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**.
4. **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

1. Liability to any person employed
2. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
3. Any claim or claims:
  - a. Made or threatened or in any way intimated prior to the inception date of the insurance.
  - b. 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).
4. 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**.
5. Claims arising from the conduct of any business not conducted for the benefit of or on behalf of **You**.
6. Claims as a result of the insolvency, bankruptcy or liquidation as the case may be of **You**.
7. Claims arising from the sale or supply of goods by or on behalf of **You**.
8. Claims brought against **You** arising directly or indirectly out of physical assault, interference as a consequence thereof.
9. Claims brought against **You** arising directly or indirectly from the use of non-medically prescribed drugs.
10. This insurance does not indemnify **You** against any liability to pay liquidated, punitive, exemplary or aggravated damages.
11. This insurance does not indemnify **You** against any liability to pay any fines and/or penalties imposed by law.
12. This insurance does not indemnify **You** against any liability to pay any trading debts.
13. 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.
14. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement

## 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, hospitalisation and emergency dental expenses up to the limits defined in **Your Insurance Schedule** subject to the applicable percentages as shown 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

Where this cover has been selected and is shown in **Your Insurance Schedule**, if, at any time **You** are involved in an **Accident** whilst participating in the **Sport(s)** defined in the **Insurance Schedule**, within the **Territorial Limits** and **You** suffer a **BODILY INJURY**, which occurs solely, directly and independently of any other cause, then subject to the terms and conditions set out below, including in particular the exclusions, **We** shall pay the benefits as stated in **Your Insurance Schedule** subject to the applicable percentage as shown in insurance benefits below.

Insurance benefits

- The benefits payable will be the following percentage of the sum insured specified in the **Insurance Schedule**
- **BODILY INJURY** sustained by **You** which within 12 calendar months results in:

<b>1. Accidental Death</b>	
Death of Insured Person(s) aged 18 years and over	100%
Death of Insured Person(s) aged less than 18 years	20%
<b>2. Permanent Total Disablement</b>	
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%

- 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.
- Physiotherapy**  
Non National Health expenses incurred by **You**.  
This insurance is subject to the **Excess** specified in the **Insurance Schedule**.
- Broken Bones**  
The sum insured specified in the **Insurance Schedule** if as a result of having sustained **BODILY INJURY** during the **Operative Time You** fracture one or more of the bones listed below which is confirmed by a hospital or clinic.
  - Arm (Humerus, Radius, Ulna) or Wrist (Carpals), Leg (Femur, Tibia, Fibula), Ankle (Tarsals) or Kneecap (Patella).
- 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.
- 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

- Any applicable **Excess**
- 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 motorised race, or **You** 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**.
- Any claim caused by sickness, disease, nervous shock or naturally occurring condition or degenerative process
- All claims arising out of unreasonable failure to seek or follow medical advice.
- 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.
- Any medical or surgical procedure performed on **You** for any gradually developing bodily deterioration whatever the cause of that deterioration.
- After the occurrence of any one of event in What is Covered items 1 – Accidental Death and Item 2 – Permanent Total Disablement there shall thereafter be NO further liability under the Insurance in respect of the same insured person.

## SECTION 4 – LOSS OF EARNINGS

Provides cover for loss of earnings following an **Accident**.

### 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

**BODILY INJURY** caused by an **Accident** whilst participating in the **Sport(s)** defined in the **Insurance Schedule**, within the **Territorial Limits** within the **Period of Insurance** which entirely prevents **You** from attending to **Your** usual profession, business or occupation up to the sums insured specified in the **Insurance Schedule** or 75% of pre **Accident** earning, whichever is the lesser. The maximum benefit period **We** shall pay is 52 weeks after the date of the **Accident**.

### WHAT IS NOT COVERED

1. The amount of the **Excess**;
2. **Your** engaging in or taking part in any **Sport(s)** other than the **Sport(s)** nominated in the **Insurance Schedule**.
3. Driving or riding in any kind of motorised 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
4. Any loss of earnings resulting from any pre-existing defect or infirmity at the time of an **Accident**
5. Cosmetic or plastic surgery unless necessitated by an **Accident** occurring during the **Period of Insurance**
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.
10. Benefits shall NOT be payable for which department of social welfare benefits or other benefits can be claimed.

## SECTION 5 – 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**.

### WHAT IS COVERED

Where this cover has been selected and is shown in **Your Insurance Schedule**, **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 12 months old at the date of the loss and provided it was purchased new at the time.

Where the article was more than 12 months 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

### 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 or where **You** were not travelling with the **Sports Equipment**. 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 and/or 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. Business samples, goods, tools of trade
8. Breakage or damage to fragile articles and any consequence thereof
9. Scratching, denting or any cosmetic change which does not impair the function of the **Sports Equipment**
10. Any claim where **Evidence of Ownership** cannot be provided for the **Sports Equipment**
11. **Accidental Damage** to kites when in use
12. Theft, loss or damage to any pedal cycles
13. Theft, loss or damage to mobile phones
14. Theft, loss or damage to **Sports Equipment** whilst hired out or loaned by **You** to any other person unless **You** are in attendance

## SECTION 6 – 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

Where this cover has been selected and is shown in **Your Insurance Schedule**:

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. **You** must comply with all legal requirements, regulations, rules and guidelines imposed on **You** by any competent authority including but not limited to Health & Safety Executive and any sporting or industry governing body relevant to the sport
3. **You** must take reasonable steps to maintain any property and/or **Sports Equipment** in a good state of repair
4. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf.
5. 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.
6. If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **We** will not make any payment under Public Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than **Our** share of the claim, even if the other insurer refuses the claim

### **Important note**

This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

## ENDORSEMENTS

Where you are participating or coaching the following **Sports** you must meet the following conditions.

Exclusions may also apply to specific **Sports** and are shown in the Endorsements below.

### GYMNASTICS AND TRAMPOLINING

Gymnastics and trampolining - it is a condition of this insurance that the British Gymnastic Coaching qualification requirements are complied with as follows:

- a. **You** 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
- c. A maximum **Coach** to participant supervision ratio of 1:16 shall not be exceeded at any time
- d. A maximum of 8 participants to any apparatus/station/trampoline
- e. 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:

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

### 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

### BOXING

It is a condition of this insurance that all **Coaches** must be **Qualified** for the level they are coaching and comply with ABAE/England Boxing standards

### POLE FITNESS/POLE DANCING

It is a condition of this insurance that:

- **Coaches/Instructors** must be **Qualified** to the level of performance being instructed
- The poles are purchased from a professional manufacturer and installed as per the manufacturers guidelines
- The instruction is part of a fitness regime only
- Cover excludes parties, shows, or other pole dancing for entertainment purposes. This does not apply to parties where the class is taught as a beginner pole dancing instruction class with a set format including warm-up/cool down, set moves to learn and a short choreography (all with at least one foot on the floor)
- 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**.

### AERIAL ACTIVITIES

It is a condition of this insurance that:

- **Coaches** must be **Qualified** to the level of performance being instructed.
- All rigging and equipment must have been purchased from a professional manufacturer and installed as per the manufacturers guidelines.
- For aerial activities where the lowest part of the body will be above a height of 1.5m a crash/safety matt with a minimum depth of 10cm, safety net or safety harness is required.
- Height Restrictions are in place for the following activities:
  - o Aerial Silks: 5meters
  - o Aerial Hoop: 4meters
  - o Aerial Hammock: 3meters

### MOUNTAINEERING

It is a condition of this insurance that for any mountain above 1,500meters there is a maximum ratio of 01:06 for coaches/instructors/guides to participants.

All **Coaches/instructors/guides** must have at least 5 years practical experience of mountaineering.

What is not covered:

- Any claims occurring on mountains above 2,000meters unless agreed by us in writing
- Any claims occurring on the following mountains:
  - o Annapurna
  - o K2

- o Nanga Parbat
- o Kangchenjunga
- o The Eiger (North Face)
- o The Matterhorn
- o Mt Everest (above base camp)
- o Denali
- o Baintha Brakk
- o Trango Towers

## CLIMBING

It is a condition of this insurance that all **Coaches**/instructors/guides must have at least 5 years practical experience of coaching. All equipment must be purchased from a professional manufacturer. Professional ropes and safety equipment must be used for all climbs.

What is not covered:

- Solo Climbing or Soloing
- Free Climbing (where no ropes are used)
- Big Walling

## PARAGLIDING/HANG GLIDING

It is a condition of this insurance that

- All **Coaches**/instructors must be **Qualified** and licenced with the British Hang Gliding and Paragliding Association
- You must comply with the British Hang Gliding and Paragliding Association rules and standards for flying

What is not covered:

- Paramotoring, powered hang gliding or similar flights where a motor is used for power

## SHOOTING

It is a condition of this insurance that:

- **You** must hold a current Shot Gun Certificate (Section 2, Firearms Act 1968) and/or Firearms Certificate (FAC) where it is required by law
- **You** must comply with the safekeeping conditions as set out in the Firearms Rules 1998

What is not covered:

- Game shooting, pest control or similar shooting activities which involve the shooting of live quarry

## OFF-PISTE

It is a condition of this insurance that:

- Off-piste is limited to recognised and authorised areas only.
- When skiing or snow-boarding off-piste there must be a minimum of 2 persons (no solo skiing/boarding), due care and diligence should be taken at all times and any areas where the avalanche warning system is 3 or higher must be avoided.
- All **Coaches**/instructors/guides must have at least 5 years practical experience off-piste or back country skiing/snowboarding.

## SAILING

It is a condition of this insurance that the cruising range for any sailing vessel is not more than 12 nautical miles offshore.

**We** cannot cover activities on vessels over 26 feet (8 meters) in length.

## WATER DEPTHS

It is a condition of this insurance that the following maximum water depths must be observed:

Adults (15 and over):

- Non-certified divers – 40 feet (12 meters)
- Dives 3 and 4 of Open Water Training – 60 feet (18 meters)
- Open Water Certified Divers – 60 feet (18 meters)
- Experienced Certified Divers, or Divers with Advanced/ Deep Training--130 feet (40 meters)

Under 15's:

- Aged 8 to 14 and/or Non- Certified – 12 feet (4 meters)
- Aged 10 to 11 and Certified – 40 feet (12 meters)
- Aged 12 to 14 and Certified – 60 feet (18 meters)
- Aged 12 to 14 with Advanced certification – 70 feet (21 meters)

It is a further condition of this insurance that the following age restrictions apply:

- Cover is not available to anyone under the age of 8.

**Coaches**/instructors or guides have a participation age restriction of 8 and subject to the depth restrictions above.

## 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. Anything which occurred before the Period of Insurance
2. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
3. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

4. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- a. the use or threat of force and/or violence and/or
  - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
5. Other Actions  
Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:  
any action taken in controlling, preventing, suppressing or in any way relating to 3) War or 4) Terrorism above.
  6. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
  7. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  8. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
  9. Any loss or damage:
    - a. deliberately caused by; or
    - b. arising from a criminal act caused by;  
**You** or any other person living with **You**.
  10. Any claim resulting from **Your**:
    - a. Suicide, attempted suicide, or deliberate self-inflicted injury
    - b. Reckless and deliberate exposure to known danger (except in an attempt to save life),
    - c. Consumption of drugs (other than drugs taken under medical supervision and not for treating alcohol addiction)
    - d. consumption of alcohol to an extent that **You** suffer mental or physical impairment, which is the principal cause of the claim, or results in **You** doing something uncharacteristically reckless or dangerous.
  11. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
  12. Any claims brought against the **You** in any country or jurisdiction outside of the **United Kingdom**
  13. 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
  14. Loss or damage caused by decay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
  15. Loss due to confiscation, detention by Customs or other authority
  16. Any claims arising for the organising for a mass participation event. Cover is only available to individuals or teams taking part in the event or **Coaches** training individuals for the event.

## 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 contact:

Subject	Contact
A claim	Please contact Davies Group Customer Relations: <ul style="list-style-type: none"><li>• Email - <a href="mailto:customer.care@davies-group.com">customer.care@davies-group.com</a></li><li>• Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN</li><li>• Phone – 01782 339128</li></ul> Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Insure4Sport: <ul style="list-style-type: none"><li>• Email – <a href="mailto:complaints@ripeinsurance.co.uk">complaints@ripeinsurance.co.uk</a></li><li>• Post – Insure4Sport, The Royals 353 Altrincham Road, Manchester, M22 4BJ</li><li>• Phone – 0333 400 9429</li></ul>

## 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 (Calls from UK landlines and mobiles are free) or 0300 1239123 (for mobile users)
- Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have the right to refer your complaint to the Financial Ombudsman, free of charge, but you must do so within six months from the date of the final response letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

## 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.

## 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](http://www.fscs.org.uk)

## DATA PROTECTION – PRIVACY NOTICE

The below information is how **We** deal with **Your** data protection as **Your** insurer. For further information on how **Your** broker handles **Your** data please refer the terms of business and privacy policy issued by them.

### PERSONAL INFORMATION

**We** collect and use personal information about **You** so that **We** can provide **You** with a policy that suits **Your** insurance needs. This notice explains the most important aspects of how **We** use **Your** information but **You** can get more information about the terms **We** use and view **Our** full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy in writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD.

**We** are the data controller responsible for this personal information as the insurer of the product. Additional controllers include your broker who are responsible for the sale and distribution of the product, and any applicable insurers, reinsurers or brokers we use.

Personal information **We** collect and how **We** use it

**We** will use personal information collected from **You** and obtained from other sources:

- to provide **You** with insurance: **We** need this to decide if **We** can offer insurance to **You** and if so on what terms and also to administer **Your** policy, handle any claims and manage any renewal.
- to support legitimate interests that **We** have as a business. **We** need this to:
- manage arrangements **We** have with **Our** insurers, reinsurers and brokers **We** use, and for the detection and prevention of fraud,
- help **Us** better understand **Our** customers and improve **Our** customer engagement. This includes profiling and customer analytics which allows **Us** to make certain predictions and assumptions about **Your** interests, make correlations about **Our** customers to improve **Our** products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: **We** need this to meet compliance requirements with **Our** regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example **We** may need to use personal information to carry out anti-money laundering checks.

The personal information **We** collect and use will include name, address, date of birth and financial information. If a claim is made **We** will also collect personal information about the claim from **You** and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of **You**. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. **We** will ensure that **We** only use that information where **We** need to for **Our** insurance purposes (including assessing the terms of **Your** insurance contract, dealing with changes to **Your** policy and/or dealing with claims).

There may be times when **We** need consent to use personal information for a specific reason. If this happens **We** will make this clear to **You** at the time. If **You** give **Us** consent to using personal information, **You** are free to withdraw this at any time by contacting **Us** – refer to the “Contacting **Us**” details below. Please note that if consent to use this information is withdrawn **We** will not be able to continue to process the information **You** gave **Us** for this/these purposes(s). This would not affect **Our** use of the information where consent is not required.

Of course, **You** don't have to provide **Us** with any personal information, but if **You** don't provide the information **We** need **We** may not be able to proceed with **Your** application or any claim **You** make.

Some of the information **We** use as part of this application may be provided to **Us** by a third party. This may include information already held about **You** within the Aviva group, including details from previous quotes and claims, information **We** obtain from publicly available records, **Our** trusted third parties and from industry databases, including fraud prevention agencies and databases.

### CREDIT REFERENCE AGENCY SEARCHES

To ensure the **We** have the necessary facts to assess **Your** insurance risk, verify **Your** identity, help prevent fraud and provide **You** with **Our** best premium and payment options, **We** may need to obtain information relating to **You** at quotation, renewal and in certain circumstances where policy amendments are requested. **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of **Our** Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.transunion.co.uk/crain](http://www.transunion.co.uk/crain).

### AUTOMATED DECISION MAKING

**We** carry out automated decision making to decide whether **We** can provide insurance to **You** and on what terms. In particular, **We** use an automated underwriting engine to process the personal information **You** provide as part of this application process. This will include **Your** age and the level of cover **You** choose. **We** do this to calculate the insurance risk and how much the cover will cost **You**. Without this information **We** are unable to provide a price that is relevant to **Your** individual circumstances and needs. **We** regularly check the way **Our** underwriting engine works to ensure **We** are being fair to **Our** customers. After the automatic decision has been made, **You** have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If **You** wish to invoke this right please contact **Us** at [dataprt@aviva.com](mailto:dataprt@aviva.com).

### HOW WE SHARE YOUR PERSONAL INFORMATION WITH OTHERS

**We** may share **Your** personal information:

- with the Aviva group, **Our** agents and third parties who provide services to **Us**, and **Your** intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help **Us** administer **Our** products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if **We** are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,



- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with **Our** brokers who arrange and manage such reinsurance and insurance arrangements. They will use **Your** data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep **Your** data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations **We** share information with may be located outside of the European Economic Area (“EEA”). **We** will always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect **Your** privacy rights. For more information on this please see **Our** Privacy Policy or contact **Us**.

#### **HOW LONG WE KEEP YOUR PERSONAL INFORMATION FOR**

**We** maintain a retention policy to ensure **We** only keep personal information for as long as **We** reasonably need it for the purposes explained in this notice. **We** need to keep information for the period necessary to administer **Your** insurance and deal with claims and queries on **Your** policy. **We** may also need to keep information after **Our** relationship with **You** has ended, for example to ensure **We** have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where **We** are required to do so for legal, regulatory or tax purposes.

#### **YOUR RIGHTS**

**You** have various rights in relation to **Your** personal information, including the right to request access to **Your** personal information, correct any mistakes on **Our** records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on **You**, and data portability. For more details in relation to **Your** rights, including how to exercise them, please see **Our** full privacy policy or contact **Us** – refer to the “Contacting **Us**” details below.

#### **CONTACTING US**

If **You** have any questions about how **We** use personal information, or if **You** want to exercise **Your** rights stated above, please contact **Our** Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If **You** have a complaint or concern about how **We** use **Your** personal information, please contact **Us** in the first instance and **We** will attempt to resolve the issue as soon as possible. **You** also have the right to lodge a complaint with the Information Commissioners Office at any time.

The Royals, Altrincham Road, Manchester M22 4BJ  
Tel: 0333 400 9429  
email: [admin@insure4sport.co.uk](mailto:admin@insure4sport.co.uk)  
[www.insure4sport.co.uk](http://www.insure4sport.co.uk)

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