



**Your Sports Insurance specialist**

Insurance Booklet

**insure4sport**® is a registered trademark and trading name of JRW Group Services Ltd which is Authorised and Regulated by the Financial Conduct Authority. No. 313411.

**[www.insure4sport.co.uk](http://www.insure4sport.co.uk)**

This Insurance Booklet is operative for Insurances starting or renewing from 16 March 2015 and replaces any Insurance Booklet previously issued to you.

**insure4sport** is a trading name of JRW Group Services Ltd which is Authorised and Regulated by the Financial Conduct Authority.

## INSURE4SPORT SUMMARY

This section of the Insurance Booklet is a summary of the terms of the Insurance and therefore does not contain the full terms which can be found further in this Insurance Booklet.

## NAME OF THE UNDERWRITER

Certain Underwriters at Lloyd's.

## TYPE OF INSURANCE AND COVER

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

Section 1. Public Liability

Section 2. Professional Indemnity

Section 3. Personal Accident

Section 4. Sports Equipment

Section 5. Employer's Liability

For individuals, teams and entities who have purchased **insure4sport** Insurance.

## FEATURES AND BENEFITS

- Section 1.** Provides indemnity for Third Party Bodily Injury and Third Party Property Damage up to the limit defined in Your Insurance Schedule.
- Section 2.** 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.
- Section 3.** Provides cover for Accidental Death, Loss of Limbs, Loss of Sight in one or both eye(s), Permanent Total Disability, Medical Expenses, Physiotherapy and Loss of Income up to the limit defined in Your Insurance Schedule.
- Section 4.** 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.
- Section 5.** 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.

## UNUSUAL EXCLUSIONS OR LIMITATIONS

- Cover applies only whilst Coaching/Instructing or participating in the Sport(s) detailed in Your Insurance Schedule depending on the product you have selected.
- Cover shall apply as defined under territorial limits in Your Insurance Schedule, but only in respect of Claims brought against You in the United Kingdom.
- Cover is only available to non professional sports persons, teams or entities who are resident or domiciled in the United Kingdom.
- Reduced benefits apply for persons aged under 18 for Accidental Death and reduced benefits may be applicable for Permanent Disablement, Medical Expenses, Physiotherapy and Loss of Income under Section 3.

# keyfacts<sup>®</sup>

- Sections 1 and 2 shall not cover Bodily Injury to Your employees or members of Your family.
- Single article limits are applicable to Section 4. £2,500 in respect of Sports Equipment and £250 for Personal Possessions.
- A limit of £250 is applicable to this Insurance in respect of any one Claim for loss of or damage to Personal Possessions under Section 4.
- The Sum Insured in respect of Sections 1, 2 and 5 shall be inclusive of defence costs.
- Sections 1, 2, 3 and 4 may be subject to an Excess. Please refer to Your Insurance Schedule for details of the Excess that applies to Your Insurance.
- Section 1 shall not cover Personal Injury caused by a participant whilst participating in any form of Rugby Union, Rugby League, Association Football, Gaelic Football, Gridiron, Australian Rules Football, Kick Boxing, 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.

## PERIOD OF INSURANCE

The period of insurance as stated in Your Insurance Schedule.

## YOUR RIGHT TO CANCEL

This is an insurance facility provided by **insure4sport**. As such there is no option to cancel the Insurance should You decide that You do not require the cover, unless You notify **insure4sport** in writing within 14 days of the Inception Date of this Insurance. After this period there is no facility to cancel the Insurance should You decide that You do not require cover.

## OUR RIGHT TO CANCEL

This Insurance may be cancelled by Us sending 30 days notice by recorded delivery letter to the last known address of the Insured who shall be entitled to a pro rata return of Premium. Where the Insurance is issued or renewed on the basis of monthly Premium(s) this Insurance may be cancelled by Us sending 7 days notice by letter to the last known address of the Insured in the event of non payment of any monthly Premium on its due date.

## 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:

**insure4sport** Claims Department, Woodgate & Clark Loss Adjusters, The Red House, King Street, West Malling, Kent, ME19 6QT. Telephone (local) : **+44 (0)844 875 1562**, Fax: **+44 (0) 844 875 1563** or Email: **i4s@woodgate-clark.co.uk**

## OUR COMPLAINTS PROCEDURE

If You have a complaint, please address it to: Complaints Department, **insure4sport**, The Royals, Altrincham Road, Manchester M22 4BJ, telephone **+44 (0)800 158 5530** or email: **complaints@thejrwwgroup.co.uk**

If Your dissatisfaction concerns a Claim please also refer it to Us at **insure4sport**. If Your complaint is not resolved or You are not happy with Our response and the course of action proposed, You may refer the matter to the Complaints Department at Lloyd's, One Lime Street, London EC3M 7HA, telephone **+44 (0)20 7327 5693** or email **complaints@lloyds.com**. It may be that You have access to the Financial Ombudsman Service if You are still not satisfied with Lloyd's response to Your complaint.

For further information on Your eligibility please visit:

[www.financialombudsman.org.uk](http://www.financialombudsman.org.uk) or contact Us. All referrals to the Financial Ombudsman must take place within 6 months of the date of Your last correspondence with **insure4sport** in relation to the complaint.

To refer a complaint to the Financial Ombudsman Service then either call **+44 (0)300 123 9 123** or visit

[www.financialombudsman.org.uk/consumer/complaints.htm](http://www.financialombudsman.org.uk/consumer/complaints.htm) to download a complaints form.

## 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

The Financial Services Compensation Scheme (FSCS) provides Compensation in case any FCA authorised company goes out of business or into liquidation and are unable to meet any valid Claim under their policies. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on **+44 (0)800 678 1100** or **+44 (0)20 7741 4100** or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## STATEMENT OF DEMANDS AND NEEDS

This Insurance provides Sports Insurance and is suitable to meet the needs of those persons, teams or entities requiring insurance for:

- Public Liability
- Professional Indemnity
- Personal Accident
- Sports Equipment
- Employers Liability

**insure4sport** is a Sports Insurance for sporting Coaches/Instructors, teams and individuals, usually renewable on an annual basis. JRW Group Services Ltd is Authorised and Regulated by the Financial Conduct Authority.

## INSURE4SPORT INSURANCE

Effected on behalf of Certain Underwriters at Lloyd's ('The Underwriters', hereinafter referred to as "us", "we" or "our") by JRW Group Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

This is to certify that in accordance with the authorisation granted under the contract (the number of which is specified in the Insurance Schedule) to the undersigned by Certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium which forms part of the premium specified in the Insurance Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

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 JRW Group Services Ltd.



Authorised Signatory  
JRW Group Services Ltd

JRW Group Services Ltd is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities.

This document contains details of the cover conditions and exclusions relating to Your individual Insurance and is issued in conjunction with confirmation of Your **insure4sport** Insurance.

In consideration of the payment of the required Premium, Underwriters (hereinafter referred to as "Us", "We" or "Our") hereby agree to pay to or indemnify You, the Insured or Your personal representative in accordance with the terms and conditions set out below.

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

### IMPORTANT FEATURES:

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

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

**Date Change Exclusion:** Changes in dates and particularly the change of the century, could see widespread failure of computer and other systems containing computer chips, which depend on date related information in order to work properly. Other than Section 1, anything directly or indirectly caused by failure of any computer hardware software or other electrical equipment to recognise or process any date as the true calendar date is excluded.

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

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

**Reasonable Care:** You are required to take all reasonable care to protect yourself and Your property and to act as though You are not insured.

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

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

**Jurisdiction:** This Insurance is governed by the law of England and Wales, unless You and We have agreed otherwise. If You would like more information, You should ask the person providing the insurance, particularly if You feel the insurance may not meet Your needs.

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

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

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

## PERIOD OF INSURANCE

Insurance is effective for the period defined in Your Insurance Schedule.

## OPERATIVE TIME

Insurance cover granted hereunder shall apply to You for the purpose of Coaching, Instructing or participating in the Sport(s) declared and shall only apply from the time You leave Your normal or temporary residence or normal or temporary place of work whichever the later, whilst traveling to, during or from a Sports session, until returning to Your normal or temporary residence or normal or temporary place of work, whichever the earlier. The cover in respect of Section 4 Sports Equipment, is extended to include any loss or damage outside of the operative time but within your territorial limits.

## TERRITORIAL LIMITS

Cover shall only apply within the territorial limits stated in Your Insurance Schedule, HOWEVER We draw Your attention to Exclusion 14 in Section 1 - Public Liability and Exclusion 3 in Section 5.

## DEFINITIONS

The following definitions are applicable to all Sections of the Policy unless otherwise noted.

1. **Accident** means a sudden, unexpected, unusual, specific event, which occurs at a definable time and place.
2. **Act of Terrorism** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto, and/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where We allege that by reason of the exclusion any loss is not covered by this insurance the burden of proving that such loss is covered shall be upon You.
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 Sport(s) or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes.
4. **Bodily Injury** means an injury which:
  - (i) Is sustained by an Insured Person whilst actively engaged in playing, training or practicing for The Sport nominated in the Insurance Schedule and such Accidental Bodily Injury is sustained because of participation by the Insured Person in The Sport nominated in the Insurance Schedule; and
  - (ii) Is sustained by You during the period of this insurance;
  - (iii) Is caused by an Accident, and
  - (iv) Occasions Your Disablement and/or medical treatment within 12 calendar months from the date of the Accident;
5. **Category 4 Sports** means Rugby Union, Rugby League, Association Football, Gaelic Football, Gridiron, Australian Rules Football, Kick Boxing, 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.
6. **Claim** means:
  - (i) Any Claim made against the Insured;
  - (ii) 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 Insurance Schedule;
7. **Claims Made** means Claims made during the actual period of Insurance unless renewal terms have been negotiated and agreed in advance.
8. **Coach(es)/Instructor(s)/Referee(s)** means a Member of the team or entity who is accredited and Qualified in accordance with the requirements of The Sport or activity nominated in the Insurance Schedule and/or a person with a minimum of coaching or refereeing experience in the nominated sport, indicated in the Insurance Schedule.
9. **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.
10. **Disablement** means Permanent Total Disablement.
11. **Excess** means the first amount of any Claim payable by the Insured or means the amount of incurred medical costs for which We will not pay You a benefit.
12. **Excess Period** means the number of consecutive days, commencing on the date of commencement of the Temporary Total Disablement, during which You must continuously suffer Temporary Total Disablement before any weekly Benefits payable under this Insurance shall be due.
13. **Fungus, Mildew And Mould** includes but is not limited to any form or type of Mould, Mildew, mushroom yeast or bio contaminant. Spore(s) includes but is not limited to any substance produced by, emanating from, or arising out of any Fungus/fungi.
14. **General Liability** means any liability of the Insured indemnifiable under Insuring Agreement 1 (Section 1 - Public Liability) other than Products Liability.
15. **Inception Date** means 12 a.m. (midnight) on the Inception Date shown in Your Insurance Schedule.
16. **Indemnity Value** means the value of the article immediately prior to the loss or damage.
17. **Insurance Premium Tax** means the Premium Tax payable to the Revenue at the rate applicable from time to time.
18. **Insured** means:
  - (i) Club, team or entity named in the Insurance Schedule;
  - (ii) 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;
  - (iii) Any registered Member of the club, team or entity or voluntary worker but only whilst acting in connection with club, 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;
  - (iv) Any owner of plant in respect of the hire of said plant or equipment to the Insured but only to the extent required under written contract or agreement;

19. **Insured Person** means any individual or Member of The Insured as detailed in the Insurance Schedule, actively engaged in or appropriately Qualified or registered for the purpose of participating in the Sport(s) of the Insured.
20. **Known Circumstance** means any circumstance or circumstances of which the Insured had become aware prior to the Insurance inception and which the Insured or a reasonable person of the Insured's profession would at any time prior to the Insurance inception have considered may give rise to a Claim or Claim(s).
21. **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.
22. **Maximum Benefit Period** means the total period for which benefits will be payable under this Insurance in respect of all Temporary Total Disablement pursuant to this Insurance which shall be in the aggregate.
23. **Medical Expenses** means any reasonable expense incurred by You from a Medical Practitioner where the expense is directly as a result of a Bodily Injury.
24. **Medical Persons** means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.
25. **Medical Practitioner** means a duly qualified and United Kingdom registered Medical Practitioner who is not related to You by blood or marriage.
26. **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 Insurance Schedule.
27. **Net Income Lost** means average weekly income, wage or salary (including overtime) earned by an Insured Person during the 12 months immediately preceding the commencement of Temporary Total Disablement multiplied by the number of benefit weeks. Any amount to which an Insured Person is legally entitled by way of sick leave or Compensation from any motor or transport Accident or social welfare services legislation of any kind or any other Insurance shall be deducted and the net figure shall be the Net Income Lost.
28. **Occupation** means the employment, profession or Occupation of or The Business carried out by You as specified on the Proposal or Application information provided (or as notified in writing to, and confirmed by, Us).
29. **Occurrence** means an event, including continuous, repeated exposure to substantially the same general condition, which result in Personal Injury or Property Damage neither expected nor intended from the stand point of the Insured.
30. **Operative Time** means 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. The cover in respect of Section 4 Sports Equipment, is extended to include any loss or damage outside of the operative time but within your territorial limits.
31. **Personal Injury** means death, Bodily Injury, illness or disease of or to any person.
32. **Personal Possessions** means clothing, baggage and articles of personal use which are normally carried away from the home.
33. **Policy** means:
  - (i) All terms, provisions, exclusions, conditions and limits of indemnity set out in this document;
  - (ii) The Insurance Schedule, notices and other documents attaching from time to time; and
  - (iii) All endorsements incorporated and issued for incorporation in this document all of which shall be read together and constitute the contract of insurance.
34. **Premium** means the amount payable by You to Us as specified in the Insurance Schedule.
35. **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 Insurance Schedule.
36. **Products Liability** means any liability of the Insured indemnifiable under Insuring Agreement 1, Section 1 – Public Liability which arises directly or indirectly out of a Product or any defect or failure thereof.
37. **Property Damage** means accidental loss of or damage to property and includes loss of use of property.
38. **Qualified** shall mean that person has appropriate qualifications or registration or accreditation or authorisation from the governing body of the Sport(s) instructed.
39. **Retroactive Date** means the date specified in the Insurance Schedule.
40. **Sports Equipment** means 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.
41. **Temporary Total Disablement** means Disablement which entirely prevents You from performing each and every duty of Your Occupation.
42. **The Business** of the Insured is that of a sporting individual, team and/or Member of the sporting league or entity designated in the Insurance Schedule. The said business includes all activities connected with The Sport unless otherwise stated in the Insurance Schedule.
43. **The Sport or Sport** means the Sport(s) specified in the Insurance Schedule and includes all official activities connected with the Sport.
44. **United Kingdom:** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
45. **Vehicle** 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.
46. **Watercraft** means any vessel, craft, Vehicle or appliance made or intended to float on or in or travel on or through or under water.
47. **We, Us, and Our** means JRW Group Services Ltd trading as **insure4sport** Insurance on behalf of Certain Underwriters at Lloyd's.
48. **You and Your** means the person(s) named in the Insurance Schedule.

## SECTION 1

### PUBLIC LIABILITY

In consideration of the payment of the Premium stated in the Insurance Schedule and in reliance on the particulars and statements made in the proposal referred to in the Insurance Schedule We will to the extent and in the manner provided subject always to the terms, conditions exclusions warranties, definitions and endorsements contained in the Insurance as defined with greater particularity herein below and as governed by the Insurance Schedule hereto:

### INSURING AGREEMENTS

We will:

1. Indemnify the Insured for Claims made against the Insured up to but not exceeding the respective indemnity limits for General Liability, Products Liability stated in the Insurance Schedule, and happening in respect of any civil liability to pay Compensation by reason of Personal Injury or Property Damage caused by an Occurrence in



connection with The Business during the period of insurance noted in the Insurance Schedule in the territorial limits. The total aggregate liability for Products Liability during any one period of insurance will not exceed the Limit of Indemnity.

2. Indemnify the Insured against the legal advisors fees and court costs involved in defending any Claims against the Insured to the extent that such Claims fall within the terms and Indemnity limits provided for in Insuring Agreement 1 above. We shall have the right but not the obligation to appoint legal representatives and conduct the defence of any such Claim, investigation, negotiation and settlement thereof as it considers expedient.
3. Reimburse the Insured for all reasonable expenses, other than wages, loss of earnings or profits, incurred with the consent of Us in connection with 2 above. Indemnity or reimbursement provided in Insuring Agreements 2 and 3 shall be payable in addition to the applicable Indemnity limits stated in the Insurance Schedule.

## EXTENSIONS

### 1. Health & Safety At Work Act

We will indemnify the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the period of insurance including costs of prosecution awarded against the Insured and legal costs and expenses incurred with the consent of Us in an appeal against conviction arising from such proceedings

Provided that We shall not be liable for the payment of fines or Penalties.

### 2. Defective Premises Act

We will indemnify the Insured in the terms of this Insurance 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 Insurance. Provided that We shall not be liable under this extension if the Insured is entitled to Indemnity under any other insurance.

### 3. Consumer Protection Act

We will indemnify the Insured 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 Insured 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.

## EXCLUSIONS

This Insurance does not apply to:

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.
2. Liability arising from:
  - (i) 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(s) named in the Insurance Schedule;
    - (b) employee's and visitor's clothing and Personal

Possessions for an amount not exceeding £1,000;

- (c) Premises occupied under a lease by 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 the Insured shall bear the first £100 of each and every Claim.
  - (ii) malicious damage caused by any Insured or others for whom the Insured is responsible.
3. Liability arising from damage to or the cost of repair, reconditioning, replacement, removal or recalling of any Product or component part.
4. Liability arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the Insured of:
  - (i) any Aircraft or hovercraft; or
  - (ii) any property or structure used as a Landing Area for Aircraft provided such liability arises out of such use as a Landing Area; or
  - (iii) any Watercraft or vessel exceeding 8 metres in length; but this section (iii) shall not apply with respect to operations by independent contractors.
5. Liability arising out of the ownership, maintenance, operation or use by or on behalf of the Insured of any Vehicle.
6. Any liability of any Insured directly or indirectly arising out of:
  - (i) assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any Insured;
  - (ii) sexual assault, sexual harassment or rape.
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. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.
8. Liability assumed under a contract or agreement unless the Insured would have been liable in the absence of such contract or agreement.
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.
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 Insurance.
  - (i) 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;
  - (ii) Demolition of a building or structure.
11. 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.
12. 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.
13. Any Personal Injury caused, or contributed to, by any participant to any other participant whilst participating in a match or practice of any Category 4 Sports unless specified in the Insurance Schedule.
  14. Any Claims brought against the Insured in any country or jurisdiction outside of the United Kingdom.
  15. Any liability directly or indirectly arising from Fungus, Mildew and Mould. Such exclusion shall include but not be limited to:
    - (i) 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);
    - (ii) 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
    - (iii) 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.
  16. 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.
  17. 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.
  18. Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.
  19. Any liability arising anywhere in the world in relation to, caused by, or contributed to, directly or indirectly, or howsoever arising from:
    - (i) total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of computer equipment;
    - (ii) error in creating, amending, entering, directing, deleting or using computer equipment. or;
    - (iii) 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.
  20. 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.
  21. Any form of performance, surety, credit or financial guarantee.
  22. Any award for liquidated, punitive, aggravated or exemplary damages including all fines and penalties.
  23. 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.
  24. Economic or pecuniary loss where no Personal Injury or damage to tangible property occurs.
  25. Any liability directly or indirectly based upon, arising out of, attributable to or contributed by any dishonest, fraudulent, criminal

or malicious act or omission of the Insured.

26. Any Liability directly or indirectly based upon, arising out of, or attributable to:
  - (i) the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
  - (ii) the presence of artificial sun tanning equipment on the Insured's property.

## CONDITIONS

1. The Insured shall as a condition precedent to all rights to indemnity under this Insurance give to Us as soon as possible notice in writing of:
  - (i) every Occurrence Claim writ summons proceedings impending prosecution inquest and all information in relation thereto in respect of which there may arise liability covered by the Insurance;
  - (ii) 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.
2. No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of Us who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured for their own benefit any Claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim and the Insured shall give all such information and assistance as We may reasonably require.
3. We may at any time pay the Insured the indemnity limit applicable to an Occurrence or period of insurance (less any sums already paid in respect of that Occurrence or period of insurance), or any lesser amount for which all Claims arising out of that Occurrence or period of insurance can be settled. Thereafter We may relinquish the conduct and control of any such Claims and be under no further liability in connection with them except in respect of Insuring Agreement 2. If the amount ultimately required to settle the Claim exceeds the indemnity limit then provided that the balance including defence costs is insured under an excess Insurance We shall only pay under Insuring Agreement 2 such proportion of legal defence costs as the indemnity limit bears to the total settlement amount.
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's Products, to prevent other Personal Injury or Property Damage from arising out of the same or similar conditions. Such expense shall not be recoverable under this Insurance.
5. We shall be permitted but not obliged to inspect the Insured's property and operations at any time. Neither Our right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe. We may examine and audit the Insured's books and records at any time during the Insurance Period and extensions thereof within three years after the final termination of this Insurance, as far as they relate to the subject matter of this insurance.
6. The inclusion of more than one person or organisation as Insured under this Insurance shall not in any way preclude the right of any one Insured person or organisation to Claim against another. This provision however shall not under any circumstances operate to increase or aggregate the indemnity limits stated in the Insurance Schedule.
  - (i) The Insured has a duty to disclose to Us before this Insurance is entered into every matter known being a matter that:
    - (a) is known by the Insured to be a matter relevant to Our decision whether to accept any or all of the risks provided for in this Insurance and if so on what terms;

- (b) a reasonable person in the circumstances could be expected to know to be a matter so relevant.
  - (ii) We may avoid this Insurance in the event of any fraudulent failure by the Insured to comply with the duty of disclosure, or any fraudulent misrepresentation.
  - (iii) if the Insured fails to comply with the duty of disclosure or makes a misrepresentation to Us before this Insurance was entered into and if We are not thereby entitled to avoid the contract Our liability in respect of any Claim shall be reduced to the amount which would place Us in the position in which it would have been if this failure had not occurred or the misrepresentation had not been made.
  - (iv) if the Insured makes any Claim fraudulently We may refuse indemnity in respect of it.
7. Notwithstanding Exclusion 5 and provided the Insured is not more specifically insured under any other Insurance We will indemnify the Insured in the terms of this Insurance in respect of Personal Injury or Property Damage:
- (i) 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.
  - (ii) arising during the act of loading or unloading a motor Vehicle or the bringing to or taking away of a load from such Vehicle.
8. Notwithstanding Exclusion 5 We will indemnify the Insured and no other person in the terms of this Insurance in respect of Personal Injury or Property Damage arising out of the use of any motor Vehicle not the property of or provided by the Insured and being used in the course of The Business. We shall not be liable in respect of:
- (i) Damage to any such Vehicle;
  - (ii) Personal Injury or Property Damage arising while such Vehicle is being driven by the Insured.
- Provided that We shall not be liable if the Insured is entitled to indemnity under any other insurance.
9. Any dispute or difference concerning liability under or interpretation of this Insurance 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

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

### OPERATIVE CLAUSE

1. In consideration of the payment of the Premium by the Insured We will indemnify the Insured against any Claim or Claims (including all legal costs and expenses which the Insured shall become liable to the claimant) up to but not exceeding in the aggregate for all Claims under this Insurance, the Total Sum Insured specified in the Insurance Schedule arising from breach of professional duty whether such

duty is owed in contract or otherwise in respect of the Insured's legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with The Sport, provided that the Claim or Claims are:

- (i) Made against the Insured during the period of insurance specified in the Insurance Schedule; and,
- (ii) Notified as soon as possible in writing to Us by the Insured during the period of insurance;
- (iii) Arising out of any act, error or omission which occurred subsequent to the Retroactive Date specified in the Insurance Schedule;
- (iv) Arising out of any acts, errors or omissions occurring in the territorial limits stated in Your Insurance Schedule.

### EXTENSIONS

1. We will indemnify the Insured against any Claim or Claims arising in respect of libel, slander, defamation up to but not exceeding the Limit of Indemnity specified in the Insurance Schedule.

### LIMIT OF LIABILITY

1. 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.

### LEGAL COSTS

1. We will pay all costs, fees and expenses incurred with the prior consent of Us by the Insured in the defence of settlement of a Claim or Claims made against the Insured but not exceeding in total the Limit of Indemnity referred to in the Insurance Schedule.

### EXCLUSIONS

1. This Insurance does not indemnify the Insured against any Claim or Claims:
  - (i) (a) made or threatened or in any way intimated prior to the Inception Date of the Insurance.
  - (b) arising from any Known Circumstance.
  - (ii) 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.
  - (iii) arising from the conduct of any business not conducted for the benefit of or on behalf of the Insured named in the Insurance Schedule.
  - (iv) in respect of the ownership, maintenance, operation or use of any Aircraft, motorised Watercraft, automobiles or Vehicles of any kind by or in the interest of the Insured.
  - (v) as a result of the insolvency, bankruptcy or liquidation as the case may be of the Insured.
  - (vi) arising from the sale or supply of goods by or on behalf of the Insured.
  - (vii) brought against an Insured arising directly or indirectly out of physical assault, interference as a consequence thereof.
  - (viii) brought against the Insured arising directly or indirectly from the use of non medically prescribed drugs.
  - (ix) 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.
  - (x) 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 nonparticipation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.

- (xi) brought against the Insured in any country or jurisdiction outside of the United Kingdom.
- (xii) 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.

2. This Insurance does not indemnify the Insured against any liability to pay liquidated, punitive, exemplary or aggravated damages.
3. This Insurance does not indemnify the Insured against any liability to pay any fines and/or penalties imposed by law.
4. This Insurance does not indemnify the Insured against any liability to pay any trading debts.
5. This Insurance 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. This Insurance 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.
7. This Insurance excludes Claims arising out of, relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind.

## CONDITIONS

1. No admission offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of Us who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured for their own benefit any Claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim and the Insured shall give all such information and assistance as We may reasonably require.
2. 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 Us as it may reasonably require to enable it to investigate and to defend the Claim and/or to enable Us to determine its liability under this Insurance. We may, on the receipt by them of the notice from the Insured of any request for indemnity under this Insurance, 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 Us shall not be regarded as in any way prejudicing its position under the Insurance and no admission of the Insured's entitlement to indemnity under the Insurance shall be implied. Solicitors retained by Us 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 Us 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 Us in respect of such information.
3. The Insured shall give immediate notice in writing to Us should the

statutory registration of an Insured person be cancelled, suspended or terminated.

4. In respect of each and every Claim against the Insured the amount of the Excess specified in the Insurance Schedule shall be borne by the Insured at their own risk and uninsured. We 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 Us 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 Insurance and which arise by reason of the same act, error or omission.
5. We shall not require the Insured to contest any legal proceedings in respect of any Claim against the Insured, nor shall the Insured require Us 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 Us) 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 Insurance, 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 Us the Excess (or Excesses if more than one Claim) specified in the Insurance Schedule.
6. If the Insured or any of them shall make any application for indemnity under this Insurance, 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. We shall not exercise any subrogation rights of recovery against any employee or former employee of the Insured unless the Claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee or former employee.
8. Any dispute or difference concerning liability under or interpretation of this Insurance 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 or Wales.

## SECTION 3

### PERSONAL ACCIDENT COVER

If, during the Operative Time, 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 and receipt by Us of the Premium(s), We shall pay the Benefits as stated in Your Insurance Schedule subject to the applicable percentage detailed in Insurance Benefits below.

### INSURANCE BENEFITS

Bodily Injury sustained by an Insured Person which within 12 calendar months results in:

The benefits payable will be the following percentage of the sum insured specified in the Insurance Schedule.

#### Accidental Death

Death of Insured Person(s) aged 18 years and over	100%
---	------

Death of Insured Person(s) aged less than 18 years 20%

### Permanent Disablement

Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or of one hand and one foot 100%

Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye 50%

Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of use of one hand or one foot 25%

Total and permanent Disablement (other than Disablement in respect of eye(s), hand(s) and foot/feet), from engaging in or attending to any profession, business or Occupation whatsoever provided always that the Benefits shall not be payable until such 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 for the Insured, We will pay 20% of the applicable benefit listed above.

### Medical Expenses

Non National Health expenses incurred by Insured Person(s) 50%

This benefit extends to include dental services but in respect of damage to sound whole teeth only This Insurance is subject to the Excess specified in the Insurance Schedule.

### Physiotherapy

Non National Health expenses incurred by Insured Person(s) 75%

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

### Loss of Income

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

Total disablement from engaging in or attending to the Insured Person(s) usual profession, business or Occupation. Insurance is only provided if the Insured Person was engaged full time in that activity up to the time of the injury. Your entitlement to benefits under this section does not commence until after the expiry of the period of days specified in Your Insurance Schedule. The amount of benefit shall be lesser of the percentage of Net Income Lost specified in the Insurance Schedule and the maximum amount specified for this benefit in the Insurance Schedule.

The Maximum Benefit Period is 52 weeks.

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

### Broken Bones

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

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

### CONDITIONS

- Any fraud, mis-statement or concealment, either in the proposal or in relation to any other matter affecting this insurance, shall entitle Us to render this Insurance null and void and any monies which have been paid by Us to You must be paid in full immediately.
- UK law allows the parties to choose the law applicable to this Insurance. This Insurance will be governed by and construed in accordance with

the law of England and Wales. We and the Insured agree to submit to the exclusive jurisdiction of the courts on England and Wales.

- You must be permanently resident in the United Kingdom, unless specifically agreed otherwise in writing by Us.

### EXCLUSIONS

- We will not be liable for Injuries/Disablement directly or indirectly resulting from:
  - suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your own criminal act, or being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical Accident or injury to You).
  - your engaging in or taking part in any Sport(s) other than the Sport(s) nominated in the Insurance Schedule.
  - driving or riding in any kind of race, or Your taking part in hazardous Sport(s) not declared to underwriters, pursuits or pastimes or engaging in naval, or military and air force services or operations.
  - any pre-existing defect, infirmity or sickness at the time of an Accident or which has not been disclosed by You at the time of application for this Insurance and each renewal thereafter.
  - your engaging in air travel except as a passenger in a properly licensed multi-engined Aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
  - all Claims arising out of unreasonable failure to seek or follow medical advice.
  - Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
  - ionising radiation or radioactive contamination.
  - 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.
  - if the Injury arises from sickness, disease or disorder of any kind.
  - War.
  - Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Furthermore this Policy 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.

### CLAIMS CONDITIONS

- Written notice must be given to Us within 30 days (or as soon as reasonably thereafter) of becoming aware of any Accident which causes or may cause Disablement within the meaning of this insurance and, if applicable, You must as early as possible, place Yourself under the care of a duly qualified Medical Practitioner.
- Written notice must be given to Us as soon as reasonably

practicable in the event of the death of the Insured resulting or alleged to result from an Accident.

3. No Claim will be accepted under this Insurance by Us until We have received a completed Claim form together with satisfactory medical evidence, proof of age and Occupation, employer's certificates and such other documents We may reasonably require.
4. If the consequence of an Accident shall be aggravated by any condition of physical disability that You had which existed before the Accident occurred, the amount of any Compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
5. In event of a Claim under this insurance, You shall allow all medical records, notes and correspondence referring to the Claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by Us or on Our behalf (at Our own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of You.
6. Once We have accepted the Claim for Disablement We will pay benefits, at the completion of Your treatment and upon receipt of satisfactory evidence of Your Medical Expenses or return to work after Temporary Total Disablement.
7. All Temporary Total Disablement benefits shall cease on Your death.
8. The maximum weekly benefit shall not exceed 75% of Your income, less benefit from any other insurance or benefits paid to You by an employer. Proof of net income may be required from an independent and qualified third party. In the event that the weekly benefit exceeds the aforesaid limit then any Claim shall be evaluated upon 75% of Your Income.
9. 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 Disablement.
10. During the currency of the Claim You must continue to pay any relevant Premium(s) and Insurance Premium Tax as originally stated in the Insurance Schedule if and when they fall due.
11. Benefits shall NOT be payable for more than one of the events in the "Insurance benefits" section in respect of the same Occurrence.
12. After the happening of any one of events in the "Insurance benefits" section there shall thereafter be NO further liability under the Insurance in respect of the same Insured Person.
13. Benefits shall NOT be payable under more than one of the events for Disablement resulting from any further Occurrence whilst there is an existing entitlement for Benefits.
14. 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.
15. 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.
16. Benefits shall NOT be payable for that part of the benefit payable under Loss of Income for which department of social welfare benefits or other benefits can be claimed.
17. Benefits shall NOT be payable if the Insured Person or his/her dependents are entitled to receive any Compensation or benefits as a result of the Bodily Injury suffered, from any source whatsoever.
18. We will at Our own expense have the right and opportunity to examine the Insured Person when as often as We may reasonably require during the pendency of a Claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## SECTION 4

### SPORTS EQUIPMENT

We agree to pay to You, to the extent and in the manner provided in this section the cost of repairing or replacing any Sports Equipment as defined below up to the limit stated in the Insurance Schedule, owned by You (not hired, loaned or entrusted to You), that sustains direct physical loss of or damage by a cause not excluded hereby, occurring during the Operative Time.

If You purchase a comparable replacement for the lost or damaged article, supplied from a supplier approved by us, We will pay the replacement cost providing the lost article was not more than one year old at the date of the loss & provided it was purchased new at the time.

If the article was more than one year 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.

If the article is proven to be beyond economical repair, a Claim will be dealt with as if the article had been lost. The following single article limits are applicable to this Insurance in respect of any one Claim for loss or damage:

Sports Equipment	£2,500
Personal Possessions	£250

### CONDITIONS AND EXCLUSIONS

1. You must observe ordinary and proper care in the supervision of the Sport Equipment and in all cases of loss, theft or damage act as if You are uninsured.
2. We shall not be liable for:
  - (i) any loss from malicious damage &/or theft, not reported to the Police within 24 hours of discovery and a written report obtained;
  - (ii) any damage or loss or theft of Sports Equipment whilst in transit which has not been reported to the Carrier and a written report obtained. In the case of an airline a Property Irregularity Report will be required;
  - (iii) loss or theft of any Sports Equipment left unattended unless the loss or theft shows evidence of forced entry/exit to or from any premises, changing room or any securely locked locker or other similar place of storage;
  - (iv) loss or theft of any Sports Equipment left unattended in the open other than in the course of instructing Sport;
  - (v) 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;
3. Property not covered by this insurance:
  - (i) Business samples, goods, tools of trade;
  - (ii) property more specifically insured elsewhere.
4. We shall not be liable for:
  - (i) loss or damage caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, deterioration or mechanical derangement of any kind;
  - (ii) loss due to confiscation, detention by Customs or other Authority;
  - (iii) breakage or damage to fragile articles and any consequence thereof;
5. 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.

6. Claims will be considered on an Indemnity Value basis unless substantiated by one or more of the following:
  - (i) an original sales purchase or till receipt;
  - (ii) an original valuation undertaken prior to any loss or damage from the place of purchase or origin;
  - (iii) a Bank or Credit card Statement showing evidence of purchase.
7. This insurance is subject to the Excess specified in the Insurance Schedule in respect of each and every Claim.

## SECTION 5

### EMPLOYERS LIABILITY

Notwithstanding Definitions noted elsewhere In this Policy the following Definitions are applicable to this Section only.

1. **Bodily Injury** means Death, injury, illness, disease or nervous shock.
2. **Costs and Expenses** means:
  - (i) Claimants Costs and Expenses arising in respect of any claim against You which may be the subject of indemnity under this Policy;
  - (ii) All cost and expenses incurred by You with Our written consent in respect of any claim against You which may be the subject of indemnity under this Policy.
3. **Employee(s)** means any person(s) who is:
  - (i) employed under a contract of service or apprenticeship with You;
  - (ii) a labour master or person supplied by him;
  - (iii) employed by labour only sub-contractors;
  - (iv) self-employed and working for You and under Your control;
  - (v) hired to or borrowed by You;
  - (vi) supplied to You for the purpose of study work or training experience;
  - (vii) a prospective Employee who is undergoing practical work experience whilst being assessed by You as to his or her suitability for employment;
  - (viii) a voluntary helper while working under Your supervision and control and in connection with the Business;
  - (ix) an outworker or homeworker employed under a contract to personally carry out any work in connection with the Business while they are engaged in that work.
4. **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.
5. **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.
6. **Property** means Property which is both material and tangible.
7. **You/Your** means:
  - (i) The insured named in the Insurance Schedule;
  - (ii) Any associated or subsidiary company of the insured provided it has been notified to Us;
  - (iii) At Your request:
    - (a) any director or Employee while acting on behalf of or in course of their employment or engagement with You in respect of liability for which You would have been entitled

to indemnity under this Policy if the claim against any such person had been made against You;

- (b) any officer, member or Employee of Your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such;
- (c) any of Your directors, partners or senior officials in respect of private work carried out by any Employee for them with Your consent;
- (d) any principal for legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You arising out of work carried out by You under a contract or agreement;
- (e) Your personal representatives (in the event of Your death) in respect of liability incurred by You provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this Policy so far as they can apply and in any event Our liability shall not exceed the Limit of Indemnity.

### Operative Clause

1. Subject to the Exclusions, Conditions and Definitions of this Policy, We will indemnify You under this Policy against:
  - (i) all sums which You shall become legally liable to pay as damages; and
  - (ii) 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.

### Limit of Indemnity

1. 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.
2. Notwithstanding anything contained in 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 any act of Terrorism shall not exceed £5,000,000.
3. 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.

### Employers Liability Compulsory Insurance

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.

## Extension

### 1. Unsatisfied court judgements

In the event that:

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

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

- (a) there is no appeal outstanding;
- (b) any payment made by Us shall only be in respect of Bodily Injury which would otherwise be within the scope of cover of this Policy;
- (c) any payment made by Us shall only be in respect of liability for which You would have been entitled to indemnity under this 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.

## Special Conditions

### 1. Asbestos

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

### 2. Employers' Liability Tracing Office

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

- (i) Certain information relating to Your insurance Policy including, without limitation:
  - (a) the Policy number(s);
  - (b) employers' names and addresses (including subsidiaries and any relevant changes of name);
  - (c) dates of cover;
  - (d) employers' reference numbers provided by Her Majesty's Revenue and Customs; and
  - (e) Companies House reference numbers (if relevant) will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).
- (ii) This information will be made available by Us to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
- (iii) The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants)
  - (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.

- (iv) The database will be managed by ELTO.
- (v) The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

## General Extensions

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

### 1. Contractual liability

Notwithstanding Exclusion 7 of this Section, 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:

- (i) the conduct and control of claims is vested in Us;
- (ii) the indemnity granted shall apply only in respect of liability to any Employee;
- (iii) 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.

### 2. Cross liabilities

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

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

### 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:

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

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

### 4. Legal expenses including corporate manslaughter

In the event of:

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

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

The following conditions apply:

- (a) Our total liability in respect of all Costs and Expenses shall not



exceed £1,000,000 in the aggregate during any one Period of insurance;

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

## Exclusions

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. 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.
4. directly or indirectly caused by or contributed by or arising from:
  - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof 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 1 of this Section or their personal representative; or
    - (b) assumed by You by agreement which would not have attached in the absence of such agreement.
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.
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. which is assumed by You under agreement unless such liability would have attached in the absence of such agreement.
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.
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.

## Conditions

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.

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.
3. Any phrase or word in this Policy and the Insurance Schedule will be interpreted in accordance with the laws of England. The Policy and the Insurance 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.
4. If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
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.
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.
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. 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.
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.
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.
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.

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.
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.

## GENERAL CONDITIONS

### (APPLICABLE TO ALL SECTIONS)

Claims Notification – If an event giving rise to a Claim under this insurance occurs You shall:

1. Notify Us as stated in 'How to make a Claim' as soon as possible and submit full written details;
2. Notify the Police immediately where the incident arises from malicious persons, theft or attempted theft;
3. Within 14 days (30 days in respect of Section 3 – Personal Accident) of the incident occurring (or such further time as We may allow in writing) provide Us with written details;
4. 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;
5. Take immediate action to minimise the loss, destruction, damage, injury, illness or disease;
6. Pass every letter Claim writ summons and process to us immediately upon receipt;

## COACHING CONDITIONS

### (APPLICABLE TO SECTIONS 1 - 3)

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

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

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

If this warranty is not complied with, the policy coverage will not be

operative.

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

It is a further condition of this insurance that:

- (i) The poles are PDC recognised 'safe poles';
- (ii) The instruction is part of a fitness regime only;
- (iii) The classes or session does not take place in a private residence;
- (iv) Cover excludes events, competitions, parties, shows, or other pole dancing for entertainment purposes;
- (v) 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 The Insured.

If this warranty is not complied with, the policy coverage will not be operative.

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

If this warranty is not complied with, the policy coverage will not be operative.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

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

## SEVERAL LIABILITY NOTICE

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

## HOW TO MAKE A CLAIM

Read the Claims Notification under General Conditions and Exclusions in the adjacent column. Next give brief details of Your Claim by either telephone: **+44 (0)844 875 1562**, fax: **+44 (0)844 875 1563** email: **i4s@woodgate-clark.co.uk**, or write to **insure4sport**, Claims Department, Woodgate & Clark Loss Adjusters, The Red House, King Street, West Malling, Kent, ME19 6QT.

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

## CLAIMS CONTROL

1. We shall have sole control of all Claims procedures and settlements.
2. No admission, offer, promise, payment, or indemnity shall be made or given by You or on Your behalf without Our written consent.
3. On the happening of an event which gives rise to a Claim We or any person authorised by us may without thereby incurring any liability or diminishing any of Our rights under this insurance enter, take or keep possession of the Premises where the event occurred and may take possession of or require to be delivered to them any Sports Equipment insured and deal with such Sports Equipment for all reasonable purpose and in any manner.
4. 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.
5. No Sports Equipment may be abandoned to the Underwriters whether taken possession by them or not.
6. We may at any time at Our sole discretion pay to You the maximum sum payable hereunder or any lesser sums for which any Claim or Claims can be settled. We shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment provided that in the event of a Claim or series of Claims resulting in Your liability to pay a sum in excess of the Sum Insured or Limit of Indemnity Our liability for such costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by You or on Your behalf in settlement of the Claim or Claims.

## CLAIMS CONDITIONS AND EXCLUSIONS

1. If at the time of any loss, damage or liability arising hereunder there is any other insurance covering the same loss, damage or liability We will pay only Our rateable proportion.
2. We shall not be liable for:
  - (a) illness, Accident, loss, damage, liability or any expense whatsoever resulting or arising from or any loss directly or indirectly caused by or contributed to by or arising from:
    - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
    - (ii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, civil commotion, rebellion, revolution, insurrection or military or usurped power, or confiscation or detention or nationalisation or requisition or destruction of or damage to property by or under the order of any government or other authority;
    - (iii) terrorism (including, without limitation, contemporaneous or ensuing loss, damage, legal liability or Bodily Injury caused by fire and/ or looting and / or theft.). Terrorism means any act or acts of force and / or violence which is either for political, religious or other ends; and / or directed towards the overthrowing or influencing of the Government de jure or de facto; and / or for the purpose of putting the public or any part of the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation. IN ANY CLAIM and in any action, suit or other proceedings to enforce a Claim hereunder the BURDEN OF PROVING that such Claims

do not fall within the Terrorism Exclusion set out above shall be upon You;

- (iv) pressure waves caused by Aircraft or other aerial devices travelling at sonic or supersonic speeds.
  - (b) Any losses that are not directly associated with the incident that caused You to Claim.
3. You must exercise reasonable care to prevent Accident, injury, loss or damage and at all times act as if uninsured.
4. The due observance and fulfilment of all terms and conditions of this Insurance and of the Master Insurance by You, or anyone acting on Your behalf insofar as they relate to anything to be done or complied with by You or anyone acting on Your behalf shall be a condition precedent to Our liability to make any payment under this Insurance.
5. You shall reimburse to Us within 30 days of the expiry of the Period of Insurance any expenses not covered by this insurance, which are incurred by Us on Your behalf.
6. 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.
7. All Claims arising under this Insurance shall be governed by the law of England and Wales whose Courts alone shall have jurisdiction in any dispute arising hereunder.
8. No refund of Premium is allowed following the date of issue of this Insurance, unless Your insure4sport Insurance is cancelled within 14 days of purchase in accordance with The insure4sport 14 day money back provision and no Claims have occurred.
9. We shall not be liable for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of the failure or fear of failure or inability of any equipment or any computer program, whether or not You own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.



**insure4sport**

The Royals, Altrincham Road, Manchester M22 4BJ

Tel: 0800 158 5530 · Fax: 0845 305 8100

email: [admin@insure4sport.com](mailto:admin@insure4sport.com)

[www.insure4sport.co.uk](http://www.insure4sport.co.uk)