

Underwritten by



SPORT RECREATION AND LEISURE LIABILITY

Policy Summary

Arranged by

perkinsslade
Intelligent Insurance

SPORT RECREATION AND LEISURE LIABILITY

Policy Summary

The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document a copy of which is available on request.

This Liability policy is an annually renewable Combined Liability insurance, underwritten by Royal & Sun Alliance Insurance plc.

This policy provides cover in respect of:

- Civil Liability (including; Public Liability, Products Liability, Professional Indemnity)
- Employers' Liability
- Directors & Officers Liability
- Abuse Liability.

Other Important Information

This Policy Summary also gives you important information on the following:

- Law applicable to the policy
- Complaints
- Compensation

General Overview of Cover Provided

The Civil Liability section of the policy provides cover for Public Liability, Products Liability and Professional Indemnity claims up to the Limit of Indemnity. The section applies in respect of civil liability to pay damages for claims arising out of the conduct of the Business or Insured Activities that are made against the Insured and notified to the Company during the Period of Insurance.

The Civil Liability section also provides legal liability for associated claimant legal costs.

The Civil Liability section of the policy provides cover for all liability to pay damages under civil law unless otherwise excluded under the list of policy Exclusions and always subject to the Limit of Indemnity.

Cover therefore includes liability:

- arising out of Injury to any person (excluding any Person Employed);
- in respect of loss or damage to third party property;
- in respect of nuisance and trespass;
- in respect of libel or slander committed in good faith;
- arising out of advice tuition or coaching provided.

In certain circumstances cover may include member to member liability. This cover applies where one Insured member brings a claim against another Insured member. If this cover is provided, it will be noted clearly on the Policy Schedule or Certificate.

The Employers' Liability section of the policy provides protection against your legal liability for damages and legal costs arising from Injury to any Person Employed caused during the Period of Insurance and arising out of and in the course of employment in your Business. This section means that you comply with your statutory requirement to obtain this cover.

The Directors and Officers Liability section of the policy provides Insured Persons (Directors & Officers) with protection against personal liability for Wrongful Acts for which the insured organisation has not provided indemnity. Protection is also provided to the Insured Organisation where they are permitted or required to indemnify Insured Persons for Wrongful Acts.

The Abuse section of the policy provides cover for your legal liability to pay damages and associated legal costs following claims for accidental Injury caused by acts of abuse. The policy covers claims that are made against you and notified to the Company during the Period of Insurance.

Civil Liability Insurance

The following will automatically be included

Provides cover for your legal liability for damages arising out of the business or activities

Features and Benefits	Significant Exclusions or Limitations
<p>Standard Cover</p> <ul style="list-style-type: none"> • Civil Liability to pay damages arising out of the Business or Insured Activities including; <ul style="list-style-type: none"> - Accidental injury to members of the public, or accidental damage to their property. - Accidental injury or accidental damage to property resulting from products supplied. • Wrongful arrest or wrongful imprisonment of a member of the public. • Civil liability in respect of libel or slander committed in good faith. • Civil liability arising out of advice tuition or coaching provided in connection with your Business or Insured Activities. • Contingent Motor Liability. • Legal Defence costs in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 where there has been no actual injury or damage is covered under a separate section of the Policy. (Limit of Indemnity £250,000 any one period of insurance) • The policy covers claims that are first made against you and circumstances first notified to the Company via Perkins Slade during the Policy Period. 	<ul style="list-style-type: none"> • The minimum Limit of Indemnity provided for Civil Liability will usually be £5,000,000 any one claim. Higher limits can often be provided on request. • The minimum Limit of Indemnity provided for Products Liability and Pollution will usually be £5,000,000 any one Period of Insurance. Higher limits can often be provided on request. • The Policy will include the claimant's costs and expenses in addition to the Limit of Indemnity. • Excludes Civil Liability in respect of; <ul style="list-style-type: none"> • risks that require more specific insurance e.g. Motor; Marine. • injury to any Person Employed. • loss of or damage to property in your custody or control. • pollution unless caused by a sudden identifiable unintended and unexpected incident. • contractual liability for any product supplied unless liability would have attached in absence of an agreement. • any legal action brought against the Insured in a Court of Law within the United States of America or Canada other than in certain circumstances. • fines, penalties or punitive damages. • damage to products supplied and work and the repair, replacement or recall of same work. • claims arising out of or in connection with asbestos. • repair of defects in premises disposed of. • claims arising out of or in connection with damage to any Data. • nuclear risks. <p style="text-align: right;">(continued)</p>

Civil Liability Insurance (continued)

The following will automatically be included

Provides cover for your legal liability for damages arising out of the business or activities

Features and Benefits	Significant Exclusions or Limitations
	<ul style="list-style-type: none"> • war risks. • deliberate, dishonest or foreseeable acts. • infringement of trademark name registered design copyright or patent right. • medical negligence. • abuse. • Directors and Officers liability for any wrongful act employment wrongful act or wrongful trading. • activities undertaken in any country or area within a country undertaken against the advice of the British Foreign & Commonwealth Office. • risks arising from the insolvency of Insured or any tour operator or any liability arising from the Package Travel, Package Holidays and Package Tours Regulations 1992. • some other specific events may be excluded or cover may be qualified. • claims arising from loss happening prior to the retroactive date stated in the schedule. • claims arising out of circumstances known to you prior to inception of this policy. <p>Other specific events may be excluded by endorsement, or cover may need to be individually assessed.</p>

Employers' Liability Insurance

Provides protection against your legal liability for damages and legal costs arising from injury to any person employed by you in the course of their employment in your business or activities

Features and Benefits	Significant Exclusions or Limitations
<p>Standard Cover</p> <ul style="list-style-type: none"> • Injury to any employee caused during the period of insurance. Injury is defined as 'bodily injury, death disease or illness'. • Employees temporarily working overseas. • Meets the requirements of the Employers' Liability (Compulsory Insurance) Act 1969. • Legal Defence costs in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 where there has been no actual injury is covered under a separate section of your Policy. (Limit of Indemnity £250,000 any one period of insurance). 	<ul style="list-style-type: none"> • Limit of Indemnity £10,000,000 for any one event (restricted to £5,000,000 in respect of terrorism), inclusive of all legal costs. • Indemnity does not apply for; <ul style="list-style-type: none"> - nuclear risks. - injury for which you are required to arrange motor insurance in accordance with road traffic legislation within the European Community.

Directors' and Officers' Liability

Provides protection to Directors and Officers against personal liability for claims made against them arising from Wrongful Acts committed in their capacity as Director or Officer

Features and Benefits	Significant Exclusions or Limitations
<p>Standard Cover</p> <ul style="list-style-type: none"> • Claims made wording meaning that the policy covers claims first made and circumstances first notified to the Company via Perkins Slade during the Policy Period or any applicable Discovery Period. • Past, present and future Directors and Officers are covered as Insured Persons. • Protection for Insured Persons against Loss for which they are personally liable for actual or alleged error; misstatement, misleading statement, act, omission, neglect or breach of duty, breach of trust, libel, slander; breach of contract, breach of warranty of authority, or other act actually or allegedly committed or attempted in their capacity as Insured Persons of the Insured. • Protection to the Insured for Loss for which it is permitted or required to Indemnify Insured Persons. • Protection for Insured Persons against Employment Wrongful Acts including but not limited to violation of employment discrimination laws. • Defence Costs incurred by Insured Persons in defending themselves against criminal or regulatory proceedings until the point they are proven guilty in respect of Pollution. • Option for the Policyholder to purchase a Discovery Period of 12 months at 50% of the expiring annual premium relating to the Directors' and Officers' proportion of the premium on the basis we do not offer renewal terms. • The Discovery Period is 180 days for Insured Persons who cease to be Directors or Officers (for any reason other than retirement) during the Policy Period. • Automatic cover for newly created subsidiaries or newly acquired subsidiaries (subject to size threshold). <p style="text-align: right;">(continued)</p>	<ul style="list-style-type: none"> • Bodily injury, mental anguish or emotional distress (except in respect of Employment Wrongful Acts), illness, disease or death of any person, or damage to tangible property. This exclusion does not apply in respect of Defence Costs associated with corporate killing. • Breach of professional duty to a client, customer or other third party who relies on advice, design specification or other professional services. • Libel and Slander. • Fines and Penalties uninsurable at law. • Retroactive Date applies to Acquisitions. • Loss directly or indirectly involving the administration of pension funds and the like. • Fraud • Pollution • USA/Canada

Directors' and Officers' Liability (continued)

Provides protection to Directors and Officers against personal liability for claims made against them arising from Wrongful Acts committed in their capacity as Director or Officer

Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> • Legal Representatives clause providing protection in the event of death, incompetence, incapacity or bankruptcy of natural Insured Persons. • Defence Costs for Insured Persons in fraud and dishonesty actions or in defending an action for illegal remuneration. • Knowledge possessed by one Insured Person is not imputed to other Insured Persons. • Waiver of Rights Clause. • Cover extends worldwide excluding North America. • Arbitration Clause. 	

Additional Liabilities Insurance Abuse

Provides cover for your legal liability to pay damages arising out of accidental injury to any person caused by acts of abuse. Only available where Civil Liability is covered

Features and Benefits	Significant Exclusions or Limitations
<p>Standard Cover</p> <ul style="list-style-type: none"> • Legal liability to pay damages and associated legal costs following claims for accidental Injury caused by acts of abuse. • Claims for acts of abuse that are made against the insured organisation and notified to us during the Period of Insurance. 	<ul style="list-style-type: none"> • The Limit of Indemnity provided for Abuse will usually be £2,500,000 for any one Period of Insurance. Higher limits can often be provided. • The Policy will include claimants costs and expenses within the Limit of Indemnity. • All claims causally connected fall into the Period of Insurance of the first claim and are subject to a single Limit of Indemnity. • Excludes legal liability • arising from risks that require more specific insurance e.g. Motor; Marine. • for injury to Employees. • fines and penalties. • war • failure to comply with procedural guidelines adopted by you concerning abuse. • claims caused prior to the retroactive date stated in the schedule. • claims arising out of circumstances known to you prior to inception of this policy. • indemnity to any individual committing or alleged to have committed abuse. • any individual, partnership, charity, trust, body, legal or commercial entity who has or has been alleged to have; <ul style="list-style-type: none"> • authorised, omitted, aided or contributed to or supported abuse. • intentionally or wilfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from abuse. • disregarded knowledge of abuse. • had knowledge or constructive knowledge of abuse and failed to notify relevant persons with responsibility for protecting children and vulnerable adults.

General Conditions and Exclusions

The following apply to your policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read your Policy Wording and Certificate.

General Conditions and Exclusions

- If there are any changes to the Business, the Premises, the property therein or any other circumstances whereby the risk is increased you must inform us immediately. Failure to do so could invalidate the policy or result in a claim being repudiated.
- Employers' Liability cover for any work undertaken Offshore is excluded. Offshore shall mean 'embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.'
- You must at your own expense take all reasonable precaution(s) to prevent any occurrence, or cease any activity which may give rise to liability under the policy and maintain all buildings, furnishings, ways works plant machinery and vehicles in reasonable condition.

Excesses and Limits

- Your policy may be subject to excesses, which are the amounts you must pay in the event of each and every claim. Certain claims limits may apply. These will both be shown in your Policy Certificate.

OTHER IMPORTANT INFORMATION

Law applicable to the policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy documentation.

Complaints

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint, you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. They will tell you what they will do to resolve your concerns and how long it will take. In the unlikely event that you remain dissatisfied and wish to make a complaint, please contact our Customer Relations Office at the address below.

Customer Relations Office
RSA
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Arranged by

Perkins Slade is authorised and regulated by the Financial Services Authority. Perkins Slade is a member of UNITAS. Perkins Slade Limited is registered at Companies House in England and Wales under Company number 969374. Registered Office: 3 Broadway, Broad Street, Birmingham, UK, B15 1BQ.

Underwritten by

Royal & Sun Alliance Insurance plc (No. 93792)
Registered in England and Wales at St Mark's Court,
Chart Way, Horsham, West Sussex, RH12 1XL
Authorised and regulated by the Financial Services Authority