



Sport Recreation and Leisure Insurance Statement of Fact

This Statement of Fact forms part of your insurance contract with the Insurer as defined in your Policy.

All information in this Statement of Fact is material.

General Assumptions

If any of the following assumptions are inaccurate or incomplete, please notify us without undue delay.

- 1.** The organisation have been established for at least 12 months
- 2.** Neither you or your directors officers trustees or partners have ever:
 - a) Been declared bankrupt or insolvent either as private individuals or in connection with any business.
 - b) Been the subject of a county court judgement in respect of debt either as private individuals or in connection with any business.
 - c) Been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986 or any subsequent legislation.
 - d) Been disqualified under the Company Directors Disqualification Act 1986 or any subsequent legislation.
 - e) Been convicted of or charged with but not yet tried for a criminal offence other than a motoring offence.
 - f) Been subject to disciplinary action taken by an outside professional or regulatory body.
 - g) Had an insurance contract cancelled or declared void or a claim repudiated or renewal refused due to breach of a policy condition or due to non-disclosure or misdescription or misrepresentation of a material fact.
 - h) Had insurance cover restricted or cancelled or renewal refused due to non-compliance with risk improvement requirements.
- 3.** The Premises will be maintained in a good state of repair.
- 4.** The organisation does not occupy premises or have any assets outside Great Britain Northern Ireland the Channel Islands or the Isle of Man.
- 5.** If the organisation sub-contract work or engage others to provide services or activities on your behalf, you ensure they have in force and maintain their own liability insurance in respect of the work which they are undertaking for you with indemnity limits at least as high as those on your Policy.
- 6.** The organisation complies with Health and Safety, product safety and environmental legislation and has not been prosecuted under such legislation during the last five years.
- 7.** The organisation have appointed a designated member of senior management with responsibility for Health and Safety.
- 8.** Safety rules and procedures covering all activities including social events are publicised to all participants and members.

9. All activities including coaching and competition takes place at safe venues and uses safe equipment that has been subject to your own documented and sufficient risk assessment.
10. Coach ratio for all activities including coaching / training sessions reflects National Governing Body or United Kingdom Coaching Certificate guidelines.
11. All activities including coaching and competition are led by persons suitably qualified to National Governing Body or United Kingdom Coaching Certificate standards.
12. Risk assessments and rules to be adopted for activities including social events are documented and published.
13. The organisation ensure suitable provision of first aid and equipment at all activities including coaching and competition sessions.
14. The organisation have established emergency procedures for dealing with serious injuries / accidents including ensuring contact through telephone / radio to emergency services.
15. The organisation are able to pay debts as they fall due.
16. Where the organisation are required to have audited accounts the accounts for the last financial period have an auditors opinion which is not qualified in any way.
17. Two signatures, or the signature of the sole principal, are required for cheques of more than £25,000.
18. The organisation do not have any employees working outside Great Britain Northern Ireland the Channel Islands or the Isle of Man on long term contracts for a period greater than six months.
19. The organisation or it directors officers trustees have not been subject to any prohibition or enforcement action by any regulatory bodies in the last 5 years.

General Statements

20. The organisation agrees to accept the Insurer's policy wording for this class of insurance, which is provided.
21. The parties to this Policy have the right to choose the law applicable to the Policy. Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Statement of Fact or the Policy shall be governed and construed in accordance with English law and shall be resolved with the non-exclusive jurisdiction of the courts of England and Wales.
22. The organisation declare to the best of its knowledge and belief that
 - all the information provided is true and complete
 - this Statement of Fact is true and complete
 - all material information has been disclosed and will form part of the contract between the organisation and the Insurer.

Incident Report and Claims Information

It is a condition under the terms of your Policy that any circumstances that may give rise to a claim is reported to your Insurers. To ensure you are complying fully with your policy terms and conditions the organisation confirm:

- 23.** Where there have been accidents, losses, claims or circumstances prior to the inception or renewal date of this Policy relating to the insurance cover provided, these have been accurately and fully declared to us.
- 24.** The organisation are not aware, after enquiry, of any circumstances that could give rise to a claim in respect of the risks to which this insurance relates (other than those that have already been reported to us).
- 25.** The organisation are not aware of any claim having been made or being made or prosecution brought against any director governor officer trustee or official in respect of any neglect, error or other wrongful act committed in their capacity as director governor officer trustee or official (whether in relation to the activities of the Proposer, or any other entity in which the directors governors officers trustees or officials hold or have held office) in the last 5 years.
- 26.** The organisation have not sustained losses through fraud or dishonesty.

IMPORTANT NOTICE CONCERNING DISCLOSURE

It is your duty to disclose all material facts. A material fact is one that would influence our decision as to whether or not to accept your proposal for insurance, and, if we were to accept your proposal, the terms on which we would insure you and the premium we would charge you. If you are in any doubt as to whether a fact is material you should disclose it.