



Policy Summary

Sport & Leisure
Combined Liability
Insurance - Affinity

October 2018

SLCL-A 02/15



Sports & Leisure Combined Liability Insurance Policy Summary

The following summary does not contain the full terms and conditions of the insurance which can be found in the Insurance Certificate. This summary does not form part of your contract of insurance. You need to keep us informed about any changes in your circumstances, so that, in the event of a claim, you still have adequate and valid insurance cover.

Who is the Insurer?

This insurance is underwritten by AXA XL Insurance Company UK Limited. AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

About this Insurance

This is a Combined Liability policy for Sport & Leisure.

When and How Do You Pay for Your Insurance?

For full details of when and how to pay, you should contact your broker.

Law and Jurisdiction

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary the policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless otherwise agreed the language of the policy shall be English.

Where Are You Covered?

This insurance covers you in the territories listed in the Schedule.

Policy Duration – When Does Your Cover Start and End?

This insurance cover is valid from the start date and end date of the cover are specified in your policy schedule.

What Are Your Obligations?

- You must tell us as soon as practicably possible if you become aware about any changes in the information you have provided to us which happens before or during any period of insurance.
- When we are notified of a change we will tell you if this affects your policy. For example we may amend the terms of your policy or require you to pay an additional premium. In certain circumstances we may cancel your policy in accordance with the “Cancelling This Insurance” section of the policy document. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.
- You must not admit liability without our consent.

Significant Features and Benefits

Public Liability Section

- Cover for legal liability in respect of injury and damage arising out of the business described on the Policy Schedule including defence costs in addition.



- Cover is provided for cross liabilities; within Insurers total liability each Insured shall be separately indemnified.
- Cover is provided for witness attendance costs up to the sub limit shown on the Policy Schedule, provided they arise out of a claim on the Policy.
- Cover is provided for defence costs in respect of offences under the data protection regulations up to the sub limit shown on the Policy Schedule. The basis of insurance for this extension is claims made – meaning that the insurance only responds to claims first made and notified to Insurers during the period of insurance and arising from work undertaken after the Retroactive Date stated on the Policy Schedule.
- Cover is provided for any employee in their personal capacity while out of the UK on business.
- Cover is provided for the insured for injury or damage in the temporary conduct of business outside of the UK except in the USA and Canada.
- Cover for liability arising out of computer failure or hacking up to GBP 250,000.

Product Liability Section

- Cover for legal liability in respect of injury or damage in connection with any product including defence costs in addition.
- Cover for legal liability for damages arising from promotional material up to GBP1,000,000.
- Cover for legal costs and expenses as a result of criminal proceedings under consumer protection and food safety Acts up to GBP 250,000.
- Cover is provided for cross liabilities; within Insurers total liability each Insured shall be separately indemnified.
- Cover is provided for liability arising from defective premises subsequent to their disposal.
- Cover for pollution liability.

Employers Liability Section

- Cover for legal liability including claimants costs and expenses and defence costs for claims arising from injury to any employee during their employment in the UK and while working overseas temporarily.
- Cover for principles where required by contract or agreement.
- Cover for claims connected to terrorism or cyber attack as required by law in the United Kingdom.
- Cover for employees unsatisfied court judgements.

Professional Liability Section

- Cover for legal liability including claimants costs and expenses and defence costs for claims arising out of a breach of a professional duty of care consisting of negligent act, errors or omissions by the insured.
- Cover for legal liability including claimants costs and expenses and defence costs for claims arising out of any dishonest or fraudulent act or omission by an employee.
- Cover for legal liability including claimants costs and expenses and defence costs for claims arising out of libel or slander unintentionally committed by the insured or any unintentional breach of confidentiality.
- Cover for legal liability including claimants costs and expenses and defence costs for claims arising out of any other civil liability unless excluded.
- Cover for breaches of the Data Protection Act 1988 up to £250,000.
- Cover for the repair, replacement or reconstitution of documents up to £250,000.



Significant or Unusual Exclusions or Limitations

General Exclusions

- any exposure to asbestos or materials or products containing asbestos.
- computer failure, computer virus or hacking
- Claims or circumstances known to the Insured or any person indemnified or which the Insured or person indemnified ought to have known prior to the beginning of the period of insurance.
- liquidated damages clauses, penalty clauses or similar provisions
- award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- tobacco
- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Public Liability Exclusions

- Claims arising from or related to abuse or failure to prevent abuse
- Claims arising from or related to aircraft, watercraft or offshore installations.
- Claims arising from or related to work undertaken in any aircraft, aerospace or airport.
- Claims arising from or related to damage to property in your care, custody or control.
- Claims arising from or related to the Defective Premises Act 1972 and similar legislation.
- Claims arising from or related to injuries to employees.
- Claims arising from or related to motor vehicle where compulsory insurance is required.
- Claims arising from or related to pollution.
- Claims arising from or related to products .
- Claims arising from or related to breach of professional duty for a fee.

Product Liability Exclusions

- Claims arising from or related aircraft or watercraft.
- Claims arising from or related to damage to property in your care, custody or control.
- Liability arising from a contract unless a warranty of fitness or quality arises from the Sale of Goods Act 1979.
- Claims arising from or related to deliberate or reckless acts.
- Claims arising from or related to injuries to employees.
- Claims arising from or related to motor vehicle where compulsory insurance is required.
- Claims arising from or related to pollution.
- Claims arising from or related to a product which has been designed, specified, formulated, manufactured, constructed, installed, treated , serviced, altered or repaired by or on behalf of you.
- Claims arising from or related to products left in your custody or control before the retroactive date
- Claims arising from or related to breach of professional duty for a fee.
- Claims arising from or related to the recall of any product
- Any costs or expenses incurred in the repair, condition or replacement of a product



- Claims arising from or related rides and associated machinery.

Employers Liability Exclusions

- Claims arising from or related to work undertaken in any aircraft, aerospace, airport or offshore
- Legal liability where compulsory insurance is required by the Road Traffic Act 1988 and any similar or subsequent legislation.

Professional Liability Exclusions

- Claims arising out of damage.
- Claims arising out of deliberate or reckless acts.
- Claims arising out of the depreciation of investments.
- The liability of directors, offices and/or trustees acting as such.
- Claims arising out of employers obligations.
- Dishonest or fraudulent acts or omissions by any partner, principal, member, consultant or sub-contractor.
- Claims arising out of infringement of intellectual property rights.
- Claims arising out of injury except sports advice in connection with the business.
- Claims arising out of insolvency of the insured.
- Claims arising out of business transacted via the internet.
- Claims arising out of joint ventures.
- Claims arising out of the formation or growth of mould or fungus, any action taken in response and any government order in respect of this.
- Claims arising out of pollution.
- Claims arising out of products.
- Claims arising from related entities.
- Claims arising out of trading losses.
- Claims arising out of the ownership of any means of transport or any property.
- Claims arising out of any performance warranty, guarantee or liquidated damages clause.

How Do You Cancel?

(a) Cooling-Off

If you decide that you do not wish to proceed then you can cancel the policy by notifying your broker or insurance advisor within 14 days of either the date you receive your insurance documentation or the start of the policy period whichever is the later. Provided you have not made a claim we will refund the premium and no fee will be charged if the policy is cancelled in the Cooling Off Period.

(b) Cancellation by Insured

You may cancel the policy at any time by notifying your broker or insurance advisor. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

(c) Cancellation by Insurer

We may cancel the policy, provided there is a valid reason for do so, including for example any failure by you to pay the premium by writing to you. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.



How do You Make a Claim?

Claims or circumstances that could give rise to a claim should be notified as follows:

Angel Risk Management Limited
Ground Floor
Marlborough House
Victoria Road South
Chelmsford
Essex
CM1 1LN
Claim Hotline: 01245 343630
Email: claims@angelriskmanagement.com

You will need to quote your Policy number when notifying us.

How Do You Make A Complaint?

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

If You have any questions or concerns about the policy or the handling of a claim please contact Your broker through whom this policy was arranged.

If You wish to make a complaint You can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE
20 Gracechurch Street
London
EC3V 0BG

E-mail: axaxlukcomplaints@axaxl.com

Telephone Number: +44 (0) 20 7743 8487

XL Catlin Services SE acts on our behalf in the administration of complaints.

If you remain dissatisfied after the complaints department has considered your complaint, or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

Telephone Number:

From within the United Kingdom

0800 0234 567

calls to this number are free on mobiles and landlines

0300 1239 123

calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom

+44(0)20 7964 0500

Fax Number:

+44(0)20 7964 1001

Text Number:

07860 027 586

Call Back Service



The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for AXA XL Insurance Company UK Limited. is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

Fair Processing Notice

This Privacy Notice describes how AXA XL Insurance Company UK Limited (together, “we”, “us” or the “Insurer”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@axaxl.com

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://axaxl.com/footer/privacy-and-cookies>.



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