



Policy Summary

Sports and Leisure

September 2018



Sports and Leisure 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 XL Catlin Insurance Company UK Limited, under a facility administered by Angel Risk Management. XL Catlin 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 Sports and Leisure Insurance Policy. Covering public liability, employers liability, professional indemnity, personal accident, sports equipment and personal effects as detailed on the Policy Schedule.

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 the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

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

Where Are You Covered?

This insurance offers cover within the United Kingdom but can be extended to Worldwide (excluding the USA and Canada) for up to 30 days.

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.



Significant Features and Benefits

Activities available for cover (up to 5 can be selected):

Aerobics, Angling, Aqua Aerobics, Aqua Cycling, Aqua Zumba, Archery, Badminton, Ballet Dancing, Ballet Fit (Dance), Basketball, Belly Fit (Dance), Bikram Yoga, Body Attack, Body Balance, Body Combat (Non Contact), Body Jam, Body Pump, Body Step, Body Vive, Bowls, Boxcercise (Non Contact) Boxing, Burlesque Fit (Dance), Chair Based Exercise, Cheerleading / Majorettes (Excl stunts/aerial work), Chi-Yoga, Circuit Training, Clay Pigeon Shooting, Contra Dancing, Country Dancing, Cricket, Cross Fit, CX Work, Cycling, Dance (Excl Breakdancing), Dodgeball, Fit/Gym Instructors, Fitball, Flamenco Dancing, Floorball, Folk Dancing, Football (Incl 5 a side), Golf, GRIT Series, Group Studio Cycling, Handball, Hip-Hop Fit (Dance), Hockey, Hula Hoop Classes, Jazz Dancing, Jazzercise, Junior Fitness, Kangoo Instructors, Kettleballs, Latin Dancing, Latin Fit (Dance), Martial Arts, Massage Sports, Massage, Remedial Massage & Sports Therapy, Modern Dance, Netball, Pilates, Pistol Shooting, Pole Fit (Dance), Powerplate, Prana Power Yoga, PXT, Rifle Shooting, Rowing, RPM, Rugby (Tag or Touch), Running, Sailing (Dinghies on inland non-tidal waters only), Salsa Fit (Dance), SHBAM, Shotgun Shooting, Spinning, Squash, Surfing, Swimming, Swim Dancing, Table Tennis, Tai Chi, Tap Dancing, Tap Fit, Target Shooting, Tennis, Ultimate Frisbee, Volleyball, Yoga, Zumba, Zumba Toning, Zumbatomics

Public Liability Cover:

Cover for injury or damage to third parties in the conduct of your business where the injury or damage occurs during the period of insurance.

Employers Liability

Cover for injury to your employees. Cover is certificated to be at least as wide as required by the 1969 Act but provides cover that is wider than the act with an extension to include employees engaged in non-manual work elsewhere in the world other than the United States of America and Canada. Cover is applied where the injury is caused during the period of insurance and extends to include injury which manifests itself after the employee has left your employ.

Professional Liability

Cover for your liability in respect of negligent acts, errors or omissions, employee dishonesty, libel and slander, unintentional breach of confidentiality, loss of document or infringement of copyright or unintentional breach of a written contract. Claims can be made within the covered jurisdictions stated in the Schedule.

Material Damage

The policy provides all risks cover for damage to your sports and business equipment.

Unless stated otherwise in the policy, the basis of valuation is on a cost of repair, replacement, rebuilding or reinstatement basis, whichever is the less. Instances where a different basis of valuation applies include:

Personal Accident

Covers any Insured Person who suffers Bodily Injury caused by an Accident during the Period of Insurance at the Operative Time and within the Geographical Limits which results in:

- Death, Permanent Total Disablement, Permanent Partial Disablement or Temporary Total Disablement of the Insured Person; and/or
- Dental Expenses up to £250.



- Reimbursement of expenses as an in-patient at a Hospital for treatment by a Medical Practitioner up to £25 per full 24-hour period up to a maximum of fourteen 24-hour periods

To be eligible for payment, the Insured Person must make a claim for a covered Benefit within the Claim Time Limit. The Claim Time Limit is normally twelve (12) months from the date of the Accident unless otherwise stated in your Schedule.

Significant or Unusual Exclusions or Limitations

Excluded Activities:

BMX, Climbing, Abseiling, Diving Sub-Aqua, Gymnastics, Insanity Dance, Skateboarding, Skiing, Trampolining, Extreme Sports.

General Exclusions

Asbestos, Punitive Damages, Radioactive Contamination, Terrorism, War and Cyber.

Public Liability Exclusions

- cover available under other Liability Sub-Sections of the policy
- Aircraft,
- Watercraft or
- Offshore Installations,
- Airside, property in your Care, Custody or Control,
- the Defective Premises Act and
- any deliberate or reckless failure to avoid injury or damage.

Employers Liability Exclusions

- work undertaken airside or offshore and the Road Traffic Acts.

Professional Liability Exclusions

- cover available under other Liability Sub-Sections of the policy
- Deliberate or Reckless Acts,
- Directors, Officers or Trustees in such capacity,
- Fraudulent Acts,
- Infringement of Trade Secret or Patent,
- Insolvency,
- Internet Business,
- Joint Ventures,
- Pollution,
- Related Entities,
- Trading Losses
- Warranties and Guarantees.

Material Damage Exclusions

- loss by simple or mysterious disappearance or inventory shortage,
- damage to an item being worked upon,
- pollution (other than a sudden pollution event occurring in its entirety during the period of insurance),
- theft (unless by forcible and violent means),
- mould,
- solar flares and coronal mass ejections

Personal Accident Exclusions



- the Insured Person committing, or attempting to commit, suicide or any act of intentional self-harm or self-exposure to needless peril (except in an attempt to save human life);
- the Insured Person committing any criminal or unlawful act;
- the Insured Person engaging in active service in the armed forces of any nation;
- the Insured Person taking part in any activities considered to be extreme activities unless otherwise agreed in writing by us
- the intoxication of the Insured Person by means of alcohol or other drugs;
- any medical condition of the Insured Person which was in existence before the start of the Period of Insurance;
- any professional medical, hospital, surgical, manipulative, massage, physiotherapeutic, X-ray or nursing treatment carried out on the Insured Person;
- any practices or activities excluded or forbidden by any professional sports contract to which the Insured Person is a party.

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
3rd Floor, 1 Legg Street
Chelmsford,
Essex CM1 1JS
Claim Hotline: 01245 343630
Fax: 020 7785 8055
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 Manager
XL Catlin Insurance Company UK Limited.
20 Gracechurch Street
London
EC3V 0BG

E-mail: xlcatlinukcomplaints@axaxl.com
Telephone Number: +44 (0) 20 7743 8487

If You remain dissatisfied after the Complaints Manager 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: <http://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 XL Catlin 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: <http://www.fscs.org.uk/>

Fair Processing Notice

This Privacy Notice describes how XL Catlin 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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XL Catlin Insurance Company UK Limited
20 Gracechurch Street, London, EC3V 0BG, United Kingdom

Telephone: +44 (0)20 7626 0486 Fax: +44 (0)20 7623 9101 **axaxl.com**

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