Protectivity

Policy Summary

Sports Clubs & Groups
Insurance

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The information provided in this policy summary is key information which you should read.

This policy summary does not contain the full terms and conditions of the policy, which can be found in the policy document. It does include the more significant or unusual benefits and exclusions under each Section of the policy.

1. Insurer

This policy is underwritten by AXA XL Insurance Company UK Limited. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Further details can be found on the Financial Services Register at www.fca.org.uk.

2. Type of Insurance and Duration

This is a Sport Club Insurance policy and will run between the dates shown in the Schedule as the period of insurance.

3. Coverage Sections

The policy provides cover subject to its full terms and conditions for: loss or damage to your property; interruption to your business; liability incurred by you and your director(s), officer(s), committee members or trustees; and injury resulting from participation in sport(s) or activities which are insured under your policy. The cover is provided under three (3) Sections (Material Damage, Liability and Personal Accident) on a selective basis, depending on those Sections activated by you, as follows:

(A) Material Damage Section

Cover for damage to your Sports & Business Equipment – sport and leisure activity equipment and other portable equipment (including computers, video cameras, watches and mobile telephones) used by you in connection with your business at the premises or temporarily elsewhere within the territory shown in the Schedule. (Clause 5.1)

Unless otherwise stated in the policy, the basis of valuation is on a cost of repair, replacement, rebuilding or reinstatement basis, whichever is the less. (Clause 5.2)

The basis of cover is all risks being damage from any cause with stated exclusions including for example loss by simple or mysterious disappearance or inventory shortage, theft other than by forcible and violent means, damage to an item being repaired or worked upon, pollution (other than a sudden pollution event occurring in its entirety during the period of insurance), hot works (for example the use of blow torches) and mould. (Clause 5.3)

(B) Liability Section

Cover for liability incurred by you under five (5) Sub-Sections on a selective basis, depending on those Sub-Sections activated by you, as follows:

Public Liability Sub-Section

Cover for injury or damage to third parties in the conduct of your business, where a claim is made against you in the United Kingdom. Defence costs and expenses are included within the limit of liability. (Clauses 7.1 and 7.2).

Cover applies where the injury or damage occurs during the period of insurance. (Clause 7.3).

The Sub-Section includes extensions (Clause 7.4) for Contingent Motor Liability, Cross Liabilities (including Member to Member Claims), Data Protection Act (subject to a sub-limit of £250,000 and an excess of 10% or £1,000, whichever is the greater), Overseas Personal Liability, Sudden Pollution (subject to a sub-limit specified in the Schedule) and Work Overseas.

The Sub-Section excludes cover available under other Liability Sub-Sections of the policy as well as participant-to-participant claims in relation to contact sports, abuse, aircraft, watercraft or offshore installations, property in your care, custody or control, the Defective Premises Act, and any deliberate or reckless failure to avoid injury or damage. (Clause 7.5)

Product Liability Sub-Section

Cover for injury or damage to third parties in connection with products you have sold, supplied or given away, where a claim is made against you in the United Kingdom. Defence costs and expenses are included within the limit of liability as stated in the Schedule. (Clauses 8.1 and 8.2).

Cover applies where the injury or damage occurs during the period of insurance. (Clause 8.3)

The Sub-Section includes extensions for Advertising Injury (subject to a sub-limit of £1,000,000), Consumer Protection and Food Safety Acts (subject to a sub-limit of £250,000), Cross Liabilities, Defective Premises Act, and Sudden Pollution (subject to a sub-limit specified in the Schedule). (Clause 8.4)

The Sub-Section excludes cover available under other Liability Sub-Sections of the policy as well as products which you have designed, formulated or manufactured, aircraft or watercraft, motor vehicles, product recall, product repair or replacement, the sale of fairground and amusement rides, and any deliberate or reckless failure to avoid injury or damage. (Clause 8.5)

Employers Liability Sub-Section

Cover for injury to your employees. Cover is certificated to be at least as wide as required by the Employers' Liability (Compulsory Insurance) Act 1969 as amended and provides an extension to include employees temporarily engaged in non-manual work elsewhere in the world. Claims must be made against you within the United Kingdom. Defence costs and expenses are included within the limit of liability. (Clauses 9.1 and 9.2).

Cover applies 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. (Clause 9.3)

The Sub-Section includes extensions for, Terrorism and Asbestos (subject to sub-limits specified in the Schedule), Cover for Principals and Unsatisfied Court Judgements. (Clause 9.4)

The Sub-Section excludes work undertaken airside or offshore and liability covered by the Road Traffic Acts. (Clause 9.5)

Professional Indemnity Sub-Section

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 must be made against you within the United Kingdom. Defence costs and expenses are included within the limit of liability as stated in the Schedule. (Clauses 10.1 and 10.2)

Cover applies where a claim is first made against you and notified to us during the period of insurance. (Clause 10.3)

The Sub-Section includes extensions for Data Protection (subject to a sub-limit of £250,000) and Repair, Replacement or Reinstatement of Documents (subject to a sub-limit of £250,000). (Clause 10.4)

The Sub-Section excludes cover for abuse, damage, injury (other than in the provision of professional sports advice, coaching or instruction), depreciation of investments, 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 and trading losses. (Clause 10.5)

Directors & Officers Sub-Section

Cover for the liability of your director(s), officer(s), committee members or trustees in respect of acts, errors, omissions, misstatements, misleading statements or breach of duty by them in their insured capacity. Claims must be made against them within the United Kingdom. Defence costs and expenses are included within the limit of liability. (Clauses 11.1)

Cover applies where a claim is first made against your director(s), officer(s), committee members or trustees and notified to us during the period of insurance but shall not exceed the amount stated in the Schedule. (Clause 11.2)

The Sub-Section includes an extension for discovery. (Clause 11.3)

The Sub-Section excludes cover for employers' liability, dishonest, malicious and reckless Acts, remuneration, pollution, prior and pending litigation, bodily injury/property damage, pension funds, takeover and merger, professional duty to third parties and director or insured against director. (Clause 11.4)

Liability Section Extensions

The Liability Section extends to cover any entity acquired, established or created during the period of insurance, the costs of your directors, officers or employees attendance at court (applicable to the Public Liability, Product Liability and Employers Liability Sub-Sections), cover for others such as managerial or supervisory employees (applicable to the Public Liability and Product Liability Sub-Sections) and legal costs incurred in the defence of any criminal proceedings or appeal against conviction arising from Health and Safety or Corporate Manslaughter legislation. (Clause 6.1)

Liability Section Exclusions

The Liability Section excludes data protection, circumstances known prior to the period of insurance, and any liquidated damages clauses, penalty clauses, performance warranties, tobacco related substances, contractual liability, coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof, the use of biological or chemical materials or any other provisions in any contract. (Clause 6.2)

Liability Section Conditions

The Liability Section contains certain conditions which apply to all Sub-Sections. These include, for example, Assistance and Co-operation, Documents Relevant to a Claim, Entitlement to Defend and Non-Admission of Liability. (Clause 6.3)

(C) Personal Accident Section

Cover for and insured Person who suffers injury caused by an accident during the period of insurance within the United Kingdom at a time when they are actively undertaking participation in (or travelling to perform) sport(s) detailed as insured in the Schedule. Different benefits are payable depending on whether the injury results in:

(a) Death, Permanent Total Disablement or Permanent Partial Disablement

(b) Medical Expenses and Physiotherapy Sessions

(c) Any temporary Loss of Income following temporary total disablement

(d) Any Broken Bones

(e) Emergency Dental Expenses

(f) Hospitalisation

(g) Rehabilitation and Retraining Expenses

The Section excludes cover (Clause 12.3) for individuals over the age of eighty (80) at the time of the accident, any person committing, or attempting to commit, suicide or any act of intentional self-harm or self-exposure, criminal or unlawful acts, intoxication by alcohol or drugs, pre-existing medical conditions, any professional medical or other treatment carried out on the insured person.

4. Policy Exclusions

The policy contains certain exclusions which apply to all Sections. These include Asbestos, Communicable Disease, Cyber, Punitive Damages, Radioactive Contamination, Terrorism and War. (Clause 3)

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5. Policy Conditions

The policy contains certain conditions which apply to all Sections. These include Insured's Obligations (for example the need to comply with all legal requirements, regulations, rules and guidelines imposed by any competent authority, such as a sporting or industry governing body), Cancellation in the event of the appointment of a receiver or liquidator and Subrogation of your rights of recovery to us. (Clause 4)

6. Cancellation and Cooling-Off Period

(a) **Your Right to Cancel during the Cooling-Off Period**

(i) Applicable to policies of thirty-one (31) days or more

You are entitled to cancel this policy by notifying us in writing within fourteen (14) days of either:

(1) the date you receive your policy; or

(2) the start of your period of insurance;

whichever is the later.

A full refund of any premium paid will be made unless you:

(3) have made a claim or are aware of any circumstances that may lead to a claim being made against you;

(4) are cancelling after the commencement of a trip, or activity for which the cover under this policy is provided

in which case the full annual premium is due. Where you pay the premium by instalments, we may deduct any outstanding amounts from any claim we agree to pay.

(ii) Applicable to policies of thirty (30) days or less

There is no entitlement to cancel this policy for a full refund because all periods of cover will have ended within a period of thirty (30) days from the start of your period of Insurance.

(b) **Your Right to Cancel after the Cooling-Off Period**

You are entitled to cancel this policy after the cooling-off period by notifying us in in writing, by email or by telephone, by email or by telephone. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless you have made a claim or had a claim made against you, in which case the full annual premium is due to us.

You will be charged a cancellation fee as stated in the schedule of fees by Protectivity Insurance in the event you cancel the policy. Where you pay the premium by instalments, we may deduct any outstanding premium amounts from any claim we agree to pay or we may require you to pay the outstanding premium in full.

(c) **Our Right to Cancel**

We are entitled to cancel this policy, if there is a valid reason to do so including for example:

(i) any failure by you to pay the premium; or

(ii) a change in risk which means we can no longer provide you with insurance cover; or

(iii) non-cooperation or failure to supply any information or documentation we request, such as details of a claim

by giving you fourteen (14) days' notice in writing. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless you have made a claim in which case the full annual premium is due.

Where you pay the premium by instalments and an instalment remains unpaid after Protectivity Insurance has attempted to make contact with you for a period of fourteen (14) days you will be charged the Failed Payment

Communication Fee stated in the Schedule of Fees by Protectivity Insurance. After fourteen (14) days, we may cancel this policy and backdate the cover in proportion to the premium paid, including a deduction from the premium paid of the Forced Cancellation Fee stated in the Schedule of Fees charged by Protectivity. If your initial instalment has not been paid, this policy will be considered cancelled from the start of your period of insurance and we will not pay or handle any claims under this policy.

7. How to make a claim

Claims are to be notified to:

Claims Department
AXA XL Insurance Company UK Limited.
20 Gracechurch Street
London
EC3V 0BG

E-mail: James.Good@axaxl.com
Jonathan.m.Kelly@axaxl.com

8. How to make a complaint

We are dedicated to providing a high quality service and we want to ensure that this is maintained 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 insurance 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

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

From within the United Kingdom

Telephone Number:	0800 0234 567	(free for people phoning from a "fixed line", for example, a landline at home)
Telephone Number:	0300 1239 123	(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000

Fax Number: +44(0)20 7964 1001

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

9. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If you 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 (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

Protectivity

Protectivity is a trading name of
Starpeak Insurance Solutions Limited
which is authorised and regulated by the
Financial Conduct Authority (FCA) under
Firm Registration Number 309959.

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