



Policy Summary

Liability Sport & Leisure Insurance





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 significant or unusual benefits and exclusions under each Section of the policy.

1 Insurer

This policy is underwritten by XL Catlin 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 Liability Sport & Leisure 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 sustained by you and liability incurred by you under three (3) Sections on a selective basis, depending on those Sections activated by you, as follows:

Public Liability Sub-Section

Cover for injury or damage to third parties in the conduct of your business. Claims can be made within the covered jurisdictions stated in the Schedule. Defence costs and expenses are included within the limit of liability as stated in the Schedule (Clauses 6.1 and 6.2).

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

The Sub-Section includes extensions for Contingent Motor Liability, Cross Liabilities, 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), Work Overseas and Cyber (subject to a sub-limit of £250,000) (Clause 6.4).

The Sub-Section excludes cover available under other Liability Sub-Sections of the policy as well as 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 (Clause 6.5).

Product Liability Sub-Section

Cover for injury or damage to third parties in connection with your product. Claims can be made within the covered jurisdictions stated in the Schedule. Defence costs and expenses are included within the limit of liability as stated in the Schedule (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 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 7.4).

The Sub-Section excludes cover available under other Liability Sub-Sections of the policy as well as Aircraft or Watercraft, Contracts or Agreements, Motor Vehicles, Product Recall, Product Repair or Replacement, the sale of rides (including fairground and amusement rides), and any deliberate or reckless failure to avoid injury or damage (Clause 7.5).

Employers Liability Sub-Section

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. Claims can be made anywhere in the United Kingdom. Defence costs and expenses are payable in addition to or included within the limit of liability as stated in the Schedule (Clause 8.1 and 8.2).

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 (Clause 8.3).

The Sub-Section includes extensions for Cover for Principals, Terrorism (subject to a sub-limit specified in the Schedule) and Unsatisfied Court Judgements (Clause 8.4).

The Sub-Section excludes work undertaken airside or offshore and the Road Traffic Acts (Clause 8.5).

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 can be made within the covered jurisdictions stated in the Schedule. Defence costs and expenses are payable with in addition to or included within the limit of liability as stated in the Schedule (Clauses 9.1 and 9.2).

Cover will be applied where a claim is first made against you and notified to us during the period of insurance (Clause 9.3).

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 9.4).

The Sub-Section excludes cover available under other Liability Sub-Sections of the policy as well as 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 and Warranties and Guarantees (Clause 9.5).

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 5.1).

Liability Section Exclusions

The Liability Section excludes circumstances known prior to the period of insurance, any liquidated damages, penalty clauses, performance warranties or similar provisions in a contract and tobacco (Clause 5.2).

Liability Section Conditions

The liability under each Liability Sub-Section can be combined or protected depending on whether our liability for a single loss under more than one Sub-Section shall not exceed the largest Limit of Liability available or be unaffected by a loss under any other Sub-Section.

The Excess under each Liability Sub-Section can be applied to Injury, Damage or Injury and Damage.

The Liability Section contains certain conditions which apply to all Sub-Sections. These include, but are not limited to, Assistance and Co-operation, Documents Relevant to a Claim, Entitlement to Defend and Non Admission of Liability (Clause 5.3).

4 Policy Exclusions

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

5 Policy Conditions

The policy contains certain conditions (Clause 4) which apply to all Sections. These include, but are not limited to, Cancellation, Sanctions, Subrogation (which confirms our entitlement to exercise your rights against any other parties if we have paid a claim under the policy), and Insured's Obligations.

6 How to make a claim

The policy contains important requirements in relation to the notification of claims (Clauses 5.4.2 and 6.3.2). Please make sure you read and understand those requirements because we may refuse to pay your claim if you do not comply with them. Claims are to be notified to:

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

E-mail: James.Good@xlcatlin.com
Jonathan.Kelly@xlcatlin.com

7 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 Protectivity Insurance 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:

XL Catlin Complaints Manager
XL Catlin Insurance Company UK Limited.
20 Gracechurch Street
London
EC3V 0BG

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

Complaints that cannot be resolved by the Complaints Manager may in certain circumstances be referred 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



8 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 (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk.

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