

# MASTER POLICY WORDING

1<sup>st</sup> August 2023 - 31<sup>st</sup> July 2024



**PUBLIC LIABILITY & PERSONAL ACCIDENT**

## POLICY SCHEDULE

You will only be entitled to insurance cover under the section or sections which you have selected and for which you have paid the required premium. Full details are lodged with Sportscover and are available on request.

### Policyholder

<b>The Insured</b>	All members affiliated to Country Cover Ltd T/A Country Cover Club (C <sup>3</sup> ) & Drone Cover Club (DCC) who have paid membership fees and been declared to Underwriters
<b>Address</b>	59 Kimbolton Road, Higham Ferrers, Northamptonshire, NN10 8DU
<b>Sport/Activities</b>	Country Pursuits as per agreed Activities List below

### Period of Insurance

Both dates inclusive and any subsequent period for which the Insured shall have paid and The Underwriter(s) shall have accepted the new premium:

<b>From</b>	01/08/2023	<b>To</b>	31/07/2024
-------------	------------	-----------	------------

### Cover Provided

<b>Territorial Limits</b>	Worldwide; including temporary visits to the USA or Canada totaling not more than 90 days.		
<b>Law &amp; Jurisdiction</b>	United Kingdom		
<b>Sports Liability</b>	<b>PUBLIC LIABILITY</b> Limit of Indemnity £12,000,000 any one Occurrence, but limited to £12,000,000 in the aggregate in respect of Products Liability Excess Nil		
<b>Employers' Liability</b>	<b>EMPLOYERS' LIABILITY</b> Limit of Indemnity £10,000,000 any one Occurrence Excess Nil		
<b>Sports Accident</b>	<b>SPORTS INJURY</b> 4.1.1 Capital Benefits      The percentage of this amount which is payable for each £10,000 of events 4.1.1 to 4.1.6 as set out in the Policy 4.2 Medical Benefits      The percentage of the expenses covered under this section is      80% The percentage of physiotherapy expenses covered under this section is      75% The excess payable for each under this section is      £50 The maximum amount payable per claim under this section      £1,000 The amount payable per night for Hospitalisation is      £25 The excess in respect of Hospitalisation is      1 Day The maximum period payable in respect of Hospitalisation is      30 Days The maximum amount payable for Dental injury is      £500 The maximum amount payable for Optical injury is      £500  <b>Limitation</b> The maximum age under this Policy is 80.  <b>Dental Benefit</b> Dental benefit is in respect of damage to whole, sound teeth only.  <b>Funeral Expenses Benefit</b> If, as a direct result of Bodily Injury, an Insured Person suffers Event 1 of Section 4.1, We will pay an amount not exceeding £500 in respect of the Insured Person's funeral expenses upon receipt of verifiable accounts and/or receipts.		

**Insured Activities  
List**

**Shooting**

All legal Sporting Shooting and activities connected therewith; Shotgun including manufacture and use of home loaded cartridges, Airgun and Rifle Shooting, Breech or Muzzle Loading and Black Powder Shooting, Target and Clay Shooting including Trapping, Scoring, Marking, Judging, and Refereeing, Live Quarry Shooting, Practical Shooting (including Shotgun, Pistol, Revolver and MiniRifle), Pistol Target Shooting, Air-Soft, Paintball and Laser Tag. Excluding Combat Shooting.

**Hunting**

Hunting Game, Deer, Vermin and all legal quarry and activities connected therewith; Stalking, Rough Shooting / Walked Up Game, Driven Game, Beating, Loading and Picking Up, Wild Fowling, Water Fowling, Vermin/Pest Control, Trapping, Game Keeping and Humane Dispatch.

**Incidental Sale/Distribution of Shot Game**

Subject to compliance with the Food Standards Agency Wild Game Guide. £5,000 annual turnover limit.

**Falconry, Hawking and Ferreting**

Hunting, Display and Racing.

**Dogs & Gundogs**

Gun Dog Working and Training, Stalking and Flushing Out, Retrieving, Protecting Game, Terrier Work, Hunting Rabbits and Rats, Rescue of Wild Animals, Dog Trials, Dog Displays, Amateur Dog Shows and Dog Training.

**Catapult and Slingshot**

Hunting and Target.

**Re-Enactment, Living History, Live Action Role Play & Cosplay**

Including Blank Firing Weapons, Foam/Latex Props and Combat Systems and Blunted Steel/Metal props for competitive fighting displays but excluding Live Edged or Non-Blunted Pointed Weapons. Also including recreational Blacksmithing. Also including the use of pyrotechnic effects categorised as 1.4g and 1.4s by qualified persons only and subject to full risk assessments and health and safety requirements being adhered to. Also including the caged / penned display and supervised handling of tame domestic animals up to 250kg.

**Fishing**

Angling, Wading, Netting and Trapping of Fish, Molluscs, Crustaceans and all legal quarry. River keeping. Inland and Coastal.

**Archery**

All legal forms of Archery including Longbow, Compound Bow and Crossbow; Target, Field and Flight.

**Axe and Blunt Spear Throwing**

Demonstrations and practice by trained individuals and training under supervision of trained individuals only and subject to proper H&S assessment and written procedures.

**Rambling, Cross-Country Running & Cycling**

Including Hiking, Walking, Hill-Walking, Obstacle and Mud Running, and Canicross including Bikejor and Scooters. Also including cross-country cycling; on private land only, public roads may be crossed on foot. Organised events only and excluding travel to and from such events.

**Foot Followers of the Hunt**

Subject to the exclusion of any equestrian related incidents.

**Conservation; Wildlife and Habitat Management; Game Keeping & River Keeping**

**Bee Keeping**

Care and management of bee colonies. Excluding swarm collection from 3rd party property.

**Incidental Sale/Distribution of collected Honey, Beeswax and/or other bee products**

Subject to compliance with The Honey (England) Regulations 2015. £5,000 annual turnover limit.

**Metal Detecting**

**Urban & Country Pursuits Photography**

**Bushcraft**

Including Firecraft, Shelter Building, Wild Camping, Nature Watching, Foraging and cooking with 'Wild' Foods including Butchering, Nature Collecting, Pond Dipping and Insect/Butterfly Trapping and Netting. Including the use of hand tools but excluding the use of chainsaws and any other mechanical cutting device; Firecraft & Butchery applicable to persons aged over 14 years only. If using Bonfires, then the Bonfire Conditions apply.

*"Bushcraft" cover is only provided to Members that have attended an authorised course with a Qualified Bushcraft Instructor and have been assessed and certified as being competent to carry out Bushcraft activities outside of the controlled instructional arena.*



**Insured Activities  
List (continued)**

**Use of Watercraft**

Motorised Boat not exceeding 10 Horsepower (hp), Hand, Oar, Paddle, Pedal, Pole and Wind Powered Craft. All not exceeding 10m in length and only whilst on inland waterways or inshore waters and excluding all white water.

**Ghost Hunting**

Including the process of investigating locations and collecting evidence supporting the existence of paranormal activity under the supervision of a trained leader. All Participants must receive written permission to enter properties, properties to be in good state of repair.

**Mindfulness**

Meditation & art making within a natural environment, using paint and natural materials; dance; meditating; and chanting. If using Bonfires, then the Bonfire Conditions apply.

**Use of Remote Controlled Model Cars and Boats**

**Use of Remote Controlled Model Aircraft (including Multi Rotor Models) under 7kg in Weight (plus fuel)**

All model aircraft are to be operated in accordance with CAA Rules & Regulations. Line of Sight Flying only. Cover subject to the Member having successfully completed the DEMARES Theory Test provided by the CAA, or any qualification provided by a CAA recognised RAE or an international aviation governing body, including but not limited to the IAA (Irish Aviation Authority), demonstrating equal or greater subject knowledge.

- Make sure that you can see your model aircraft at all times and do not fly higher than 400 ft: (Members May use First Person View (FPV) in accordance with CAA Rules & Regulations)
- Always keep your model aircraft away from aircraft, helicopters, airports & airfields;
- Use your common sense and fly safely;

Cover is in line with EU regulation EC785/2004 as applicable to Amateur Pilots & Drones under 7.5kg.

**Material Damage cover in respect of Drones and Model Aircraft including whilst in use;**

Cover subject to the member having successfully completed the DEMARES Theory Test provided by the CAA, or any qualification provided by a CAA recognised RAE or an international aviation governing body, including but not limited to the IAA (Irish Aviation Authority), demonstrating equal or greater subject knowledge. The insured will be under the obligation to prove the loss and that the aircraft was indeed that which is covered under the policy.

Country  
Cover Club



**Conditions &  
Exclusions**

**GENERAL EXCLUSIONS**

This Policy excludes;

- any liability arising directly or indirectly from any equestrian activities
- any liability arising directly or indirectly from any activities carried out in a professional capacity and not included in the Professional Cover Extension
- any liability arising directly or indirectly from the use of any live edged weapons or blades in any Historical Re-enactment/role play activities
- any liability arising directly or indirectly from any activities carried out where the appropriate permissions have not been granted by land owners or relevant authorities
- any liability arising directly or indirectly from any activities where the rules and regulations of the appropriate governing body have not been adhered to
- any liability arising directly or indirectly from any activity carried out illegally

**PROFESSIONAL COVER EXTENSION**

It is noted and agreed that this Policy extends to cover all volunteer and paid activities subject to a maximum turnover not exceeding £12,000 per annum, provided this is not the main source of income.

**MODEL AIRCRAFT**

Where the use of Model Aircraft is undertaken, the following shall apply;

**Exclusions**

This Policy excludes any liability arising directly or indirectly from the use of any Model Aircraft exceeding 7kg in weight.

This Policy excludes any liability arising directly or indirectly from any craft exceeding 400 ft.

**Condition Precedent**

It is a condition precedent to Our Liability that where Model Aircraft are used, they must be operated in accordance with the Civil Aviation Authority regulations and guidelines, and the regulations of the appropriate governing body when operating abroad, and that all pilots have successfully completed the DEMARES Theory Test provided by the CAA, or any qualification provided by a CAA recognised RAE or an international aviation governing body, including but not limited to the IAA (Irish Aviation Authority), demonstrating equal or greater subject knowledge.

A £500 Third Party Property Damage excess applies in respect of Model Aircraft activities.

**REMOTE CONTROLLED MODEL CARS AND/OR BOATS**

It is a condition precedent to Our liability that;

- Remote Controlled Model Cars and/or Boats are not used in public places unless where the operator has written permission to do so;
- Written permission has been obtained in order to operate Remote Controlled Model Cars and/or Boats on any private land;
- Remote Controlled Model Cars and/or Boats are used only in accordance with manufacturers' recommendations.

**GHOST HUNTING**

In respect of Ghost Hunting, it is a condition precedent to Our liability that written permission is to be obtained from the owner or occupier of any property or land for which the Insured wish to enter onto.

It is a condition precedent to Our liability that all Ghost Hunting activities are supervised by a trained leader of the Insured.

## ADDITIONAL COVERS ENDORSEMENT

You will only be entitled to insurance cover under the section or sections which you have selected and for which you have paid the required premium. Full details are lodged with Sportscover and are available on request

### Policyholder

<b>The Insured</b>	All members affiliated to Country Cover Ltd T/A Country Cover Club (C³) & Drone Cover Club (DCC) who have paid membership fees and been declared to Underwriters
<b>Address</b>	59 Kimbolton Road, Higham Ferrers, Northamptonshire, NN10 8DU
<b>Sport/Activities</b>	Country Pursuits as per agreed Activities List below

### Period of Insurance

Both dates inclusive and any subsequent period for which the Insured shall have paid and The Underwriter(s) shall have accepted the new premium:

<b>From</b>	01/08/2023	<b>To</b>	31/07/2024
-------------	------------	-----------	------------

### Cover Provided

<b>Territorial Limits</b>	Europe
<b>Law &amp; Jurisdiction</b>	United Kingdom

### Endorsement Options

<b>Endorsement 1</b> <b>Professional Indemnity</b>	<p><b>PROFESSIONAL INDEMNITY EXTENSION</b></p> <p>Where You have selected the Professional Indemnity extension and You are earning no more than £12,000 per annum in respect of any professional services provided, the following shall apply:</p> <p><b>Professional Indemnity</b></p> <table><tr><td>Limit of Indemnity</td><td>£25,000 any one Claim, limited to £25,000 in the aggregate</td></tr><tr><td>Excess</td><td>£nil</td></tr><tr><td>Retroactive Date</td><td>1<sup>st</sup> August 2017, or the date from which You purchased the Professional Indemnity Extension as declared to Underwriters</td></tr></table>	Limit of Indemnity	£25,000 any one Claim, limited to £25,000 in the aggregate	Excess	£nil	Retroactive Date	1 <sup>st</sup> August 2017, or the date from which You purchased the Professional Indemnity Extension as declared to Underwriters
Limit of Indemnity	£25,000 any one Claim, limited to £25,000 in the aggregate						
Excess	£nil						
Retroactive Date	1 <sup>st</sup> August 2017, or the date from which You purchased the Professional Indemnity Extension as declared to Underwriters						

**Endorsement 2  
Property**

**PROPERTY EXTENSIONS (PORTABLE ITEMS SECTION)**

**Drone Extension**

Where You have selected coverage for your Remote Controlled Model Aircraft (including Multi Rotor Models), the following shall apply in accordance with the coverage option selected and declared to Underwriters:

Option	Item Description	Sum Insured	Location	Excess
A	Model Aircraft	£750	United Kingdom	£100
B	Model Aircraft	£1,500	United Kingdom	£150
C	Model Aircraft	£2,500	United Kingdom	£250
D	Model Aircraft	£5,000	United Kingdom	£500
E	Model Aircraft	£10,000	United Kingdom	£750

Excess is applicable each and every loss.

**Condition**

It is a condition precedent to Our liability that all members have successfully completed the DEMARES Theory Test provided by the CAA, or any qualification provided by a CAA recognised RAE or an international aviation governing body, including but not limited to the IAA (Irish Aviation Authority), demonstrating equal or greater subject knowledge. The Insured will be under the obligation to prove the loss and that the aircraft was indeed that which is covered under the Policy.

**Exclusions**

This Policy will exclude:

- Theft of any Drone or associated equipment whilst left unattended.
- Any loss or damage if the Drone is flown in contravention of Civil Aviation Authority regulations and guidelines.
- Any loss or damage where the Insured member has not successfully completed the DEMARES Theory Test provided by the CAA, or any qualification provided by a CAA recognised RAE or an international aviation governing body, including but not limited to the IAA (Irish Aviation Authority), demonstrating equal or greater subject knowledge.

**Sporting Equipment Extension**

Where You have selected coverage for your Equipment, the following shall apply:

Option	Item Description	Sum Insured	Location	Excess
A	Model Car/Boat	£750	United Kingdom	£100
B	Equipment	£2,000	United Kingdom	£100
C	Equipment	£5,000	United Kingdom	£500
D	Equipment	£10,000	United Kingdom	£750

Excess is applicable each and every loss.

**Exclusions**

This Policy will exclude:

- Any loss or damage caused by gradual wear, tear &/or depreciation
- Any loss or damage whilst in use
- Theft of any Equipment whilst left unattended



### SPORTS ACCIDENT EXTENSIONS

Where You have selected enhanced Sports Accident coverage, the following shall apply in accordance with the coverage option selected and declared to Underwriters:

#### Sports Injury

	Benefit		
Cover Options Applicable:	4.1 Capital Benefits (events 4.1.1 to 4.1.6 as set out in the Policy)	4.2 Medical Benefits	4.3 Loss of Income (per week)
Standard (A)	£10,000	£1,000	£0
B	£10,000	£1,000	£100
C	£10,000	£1,000	£200
D	£10,000	£1,000	£300
E	£50,000	£1,000	£0
F	£50,000	£1,000	£100
G	£50,000	£1,000	£200
H	£50,000	£1,000	£300

The following shall apply in respect of Benefits 4.2 Medical Expenses and 4.3 Loss of Income:

#### 4.2 Medical Benefits

The percentage of the expenses covered under this section is	80%
The percentage of physiotherapy expenses covered under this section is	75%
The excess payable for each under this section is	£50
The maximum amount payable per claim under this section	£1,000
The amount payable per night for Hospitalisation is	£25
The excess in respect of Hospitalisation is	1 Day
The maximum period payable in respect of Hospitalisation is	30 Days
The maximum amount payable for Dental injury is	£500
The maximum amount payable for Optical injury is	£500

#### 4.3 Loss of Income

The amount payable is the lesser of 75% Net Income Lost or the amount specified above	
The Maximum Claim period is	52 Weeks
The Excess Period is	7 Days

#### Limitation

The maximum age under this Policy is 80.

#### Dental Benefit

Dental benefit is in respect of damage to whole, sound teeth only.

#### Funeral Expenses Benefit

If, as a direct result of Bodily Injury, an Insured Person suffers Event 1 of Section 4.1, We will pay an amount not exceeding £500 in respect of the Insured Person's funeral expenses upon receipt of verifiable accounts and/or receipts.

#### COMMUNICABLE DISEASE EXCLUSION

This exclusion is applicable to the Public & Products Liability Section only.

It is understood and agreed that this Policy does not cover any loss caused directly or indirectly, contributed to, by, or attributable to a Communicable Disease or fear or threat of a Communicable Disease.

Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

### Endorsement 3 Sports Accident

<b>Professional Indemnity Extension Agreed Activities</b>	<p><b>PI Extension Agreed Activities</b></p> <p>Shooting Instruction  Shoot Judging / Refereeing  Pest Control  Beater / Picker-Up  Loader  Trapper  Game Keeping / River Keeping  Deer Stalking  Deer Stalking Instruction  Dog Displays  Dog Training  Falconry / Bird Displays  Falconry / Bird Instruction  Ferreting Displays  Ferreting Instruction  Fishing Instruction  Re-Enactment, Living History and Live Action Role-Play Displays  Re-Enactment, Living History and Live Action Role-Play Instruction  Archery Instruction  Archery Displays  Axe Throwing Instruction  Axe Throwing Demonstrations  Knife Throwing Instruction  Knife Throwing Demonstrations  Catapult Instruction  Bushcraft Instruction*  Watercraft Instruction†  Bee Keeping (including swarm collection from 3rd party property)</p> <p>* Qualified Instructors taking groups with an Instructor/student ratio of 1 to 6 for Juniors and 1 to 12 for Adults.  † Qualified Instructors taking groups with an Instructor/student ratio of 1 to 4 for Juniors and 1 to 6 for Adults. Excluding all white water &amp; Tidal Water</p>
<b>Open Fire Conditions</b>	<p><b>OPEN FIRE CONDITIONS;_</b></p> <p>Bonfire(s) must be situated in a cleared area which is at least 10 metres from, other areas, buildings, roads, railways, public rights of way, flammable or otherwise dangerous materials (e.g., petrol, liquefied petroleum gas) and overhead power lines. The use of petrol, paraffin or other flammable liquids on the fire or used to start the fire is excluded.</p> <p>Landowners written permission must be obtained;</p> <p>Adequate fire extinguishing apparatus will be kept ready for immediate use at the site of any fire;</p> <p>Any fire shall be completely extinguished immediately after the event and not left to smoulder;</p> <p>The fire shall not be left unattended at any time whilst lit and for a period of at least 1 hour after being extinguished.</p> <p>If this Condition is not complied with, the policy coverage will not be operative</p>

# C<sup>3</sup> PUBLIC LIABILITY INSURANCE

## Master Policy Wording

### Table of Contents

Important Information.....	2
Information you have given us.....	2
Choice of Law and Jurisdiction.....	3
Language.....	3
Renewal of this insurance.....	3
Lloyd's Insurance.....	3
Sports Liability Policy.....	4
The Contract of Insurance.....	4
Important.....	4
General Definitions.....	4
Public & Products Liability Section.....	8
Insuring Agreements (what is covered).....	8
Extensions of cover.....	8
Limit of Indemnity.....	9
Exclusions (what is not covered).....	9
Conditions.....	11
Professional Indemnity Section.....	12
Definitions.....	12
Insuring Agreements (what is covered).....	12
Extension of cover.....	13
Limit of Indemnity.....	13
Exclusion (what is not covered).....	13
Employers' Liability Section.....	14
Definition.....	14
Insuring Agreement (what is covered).....	14
Employers' liability compulsory insurance.....	14
Extension of cover - Unsatisfied court judgments.....	14
Limit of indemnity.....	15
Exclusions (what is not covered).....	15
Condition.....	15
General Extensions (what may be covered).....	16
General Exclusions (what is not covered).....	17
Claims Conditions.....	19
General Conditions.....	20
Other Important Information.....	23
How to cancel this insurance.....	23
How to amend this insurance.....	23
How to make a Claim.....	23
How to make a complaint.....	24
Compensation (Financial Services Compensation Scheme).....	24
Privacy Notice.....	25
Employers' Liability Tracing Office (ELTO).....	26
Sanctions.....	27
Taxes.....	27



# Important Information

In addition to the Important Information below, please also refer to "Other Important Information" on *page 23*.

## Information you have given us

In deciding to accept this **Policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

At the commencement of the **Period of Insurance** or at the subsequent renewal of this **Policy**, if **You** are:

- a) a consumer, **You** must take reasonable care not to misrepresent any information or facts which might affect **Our** assessment or acceptance of this insurance;
- b) a commercial customer, **You** must disclose every material circumstance **You** know or ought to know, and provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk.

**You** must notify **Us** as soon as is practicable of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this **Policy**. For example, **We** would need **You** to notify **Us**:

- if **You** change or expand the **Business** activities stated in the **Schedule**;
- if any of **Your Employees** are to engage in work outside the **Territorial Limits** or **Offshore**;
- if **You** purchase, absorb or merge with another club, association, league or entity a company, whether in its entirety or a part interest, and want or intend the activities of that club, association, league or entity to be covered under this **Policy**.

These are just some examples and there may be other circumstances **We** would want **You** to tell **Us** about. Please refer to the "How to amend this insurance" section on *page 23* of this **Policy**.

In addition **You** must notify **Us** of any additional information or change to the information provided at inception or renewal occurring during the **Period of Insurance** at which time **We** may apply an additional premium or other additional terms or conditions.

If **You** are unsure as to whether or not certain facts should be disclosed or **You** would like to make changes to **Your Policy** please contact **Your Broker** or **Us** directly.

If **You** do not disclose all information **Your** insurance may not cover **You** fully, or at all.

## Consequences of Incorrect Information

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information the **Insurer** will treat this insurance as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** insurance and any claim. For example the **Insurer** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. The **Insurer** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness; or
- the **Insurer** may reduce the amount the **Insurer** pays on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** insurance in accordance with the "General Conditions: 4. Cancellation" on *page 21*.

**We** or **Your Broker** will write to **You** if the **Insurer**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **Your** insurance.

## Choice of Law and Jurisdiction

Under the laws of the countries comprising the **United Kingdom** the parties to the contract have the right to request the law which will apply. In the absence of any agreement to the contrary, the laws of England and Wales will apply unless, at the commencement of the **Period of Insurance**, the **Insured** is either:

- i) a resident of; or
- ii) a business with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

## Renewal of this insurance

When **Your Policy** is due for renewal, **We** may offer to renew it for **You** automatically. This means **You** do not need to confirm **Your** intention to renew before this **Policy** ends. If **We** offer to do this for **You**, **We** will write to **Your Broker** or **You** directly at least 21 days before the **Period of Insurance** ends with full details of **Your** next year's premium and **Policy** terms and conditions. If **You** do not want to renew this **Policy**, please contact **Your Broker** or **Us** directly. Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to **Your Broker** or **You** directly at least 21 days before the expiry of **Your Policy** to allow enough time for **you** to make alternative insurance arrangements.

## Lloyd's Insurance

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium which forms part of the premium specified in the Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Insured makes any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate will become void and all claim hereunder will be forfeited.

# Liability Policy

## The Contract of Insurance

This **Policy** is a contract of insurance between **You** and the **Insurer**. In return for the premium **You** have paid or agreed to pay and for the proposal form **You** have completed, as stated in the **Schedule**, the **Insurer** agrees to insure **You**, in accordance with the terms and conditions contained in or endorsed on this **Policy**.

The following elements form the contract of insurance, please read them and keep them safe:

- **Your Policy**, the **Schedule** and any endorsements;
- Any clauses endorsed on **Your Policy**, as set out in the **Schedule**;
- Any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal.

**You** should take the time to read all its terms, especially the conditions which **You** have to fulfill to ensure **Your** insurance remains valid and what **You** have to do when making a claim.

### Important

It is important that **You**

- check that the Sections **You** have requested are included in the **Schedule**;
- check that the information **You** have given **Us** is accurate and tell **Us** if it is not – see the “Information you have given us” Section on *page 2*;
- comply with **Your** duties under each Section and under the insurance as a whole.

If this **Policy** does not meet **Your** requirements, if there are any inaccuracies or if **Your** requirements change, **You** should contact **Your Broker** at **Your** earliest opportunity.

## General Definitions

Definitions are set out below unless otherwise shown in a particular **Policy** section. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this **Policy**, the **Schedule** or any endorsement relating to this **Policy** in **coloured, bold type**. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

1. **Act of Terrorism/Terrorism** means an act, including but not limited to the use of force or violence and/or threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
2. **Aircraft** means any vessel, craft, **Vehicle**, kite, hang glider, balloon or other appliance whether heavier or lighter than air used for recreational flying aerial sports or to transport persons or property. The term includes any related appurtenances or equipment such as parachutes.
3. **Bodily Injury** means death, injury, illness, disease, mental anguish or nervous shock of or to any person.
4. **Broker** means the insurance broker who arranged this insurance for **You**, where applicable.
5. **Business** of the **Insured** is that of a sporting club and/or member of the sporting association, league or entity stated in the **Schedule**. The business includes all activities connected with the **Sport** or activity including responsibilities as landlord, tenants, property owners and organisers of social and fund-raising activities.
6. **Category 4 Sports** means Rugby Union, Rugby League, Football, Gaelic Football, Gridiron, Australian Rules Football, Kick Boxing, Boxing, Martial Arts and all other contact sports.
7. **Claim** means:
  - 7.1. any **Claim** made against the **Insured**;
  - 7.2. the receipt of written notice from any person of an intention to make a **Claim** against the **Insured**; irrespective of whether the amount of the claim is likely to be within or above the amount of the **Excess**, if applicable, specified in the **Schedule**.



8. **Coach/Referee** means a **Member** of the club, association, league or entity who is accredited and qualified in accordance with the requirements of the **Sport** or activity nominated in the **Schedule** and/or a person with a minimum of coaching or refereeing experience in the nominated **Sport** or activity, indicated in the **Schedule**.
9. **Compensation** means damages awarded to claimants and includes interest which may be awarded upon damages or incurred upon a judgment debt and claimants' costs, but does not include fines, penalties, criminal sanctions of any description, punitive, liquidated or exemplary damages.
10. **Costs and expenses** means:
- 10.1. Claimant's costs and expenses arising in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.
- 10.2. All costs and expenses incurred by **You** with **Our** written consent in respect of any claim against **You** and for which **You** may be entitled to **Indemnity** under this **Policy**.
- 10.3. Costs and expenses of legal representation at any coroner's inquest or fatal accident inquiry in respect of any death.
11. **Employee** means any person who is:
- 11.1. employed under a contract of service or apprenticeship with **You**;
- 11.2. a labour master or person supplied by him;
- 11.3. employed by labour only sub-contractors;
- 11.4. self-employed and working for **You** and under **Your** control;
- 11.5. hired to or borrowed by **You**;
- 11.6. supplied to **You** for the purpose of study work or training experience;
- 11.7. a prospective employee who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
- 11.8. a voluntary helper while working under **Your** supervision and control and in connection with the **Business**; or
- 11.9. an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.
12. **Excess** means the first amount of any **Claim** payable by the **Insured**, specified in the **Schedule**.
13. **Fungus, Mildew and Mould** includes but is not limited to any form or type of **Mould, Mildew**, mushroom yeast or biocontaminant. Spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any **Fungus/fungi**.
14. **Indemnity / Indemnify/ Indemnified / Indemnifiable** means the principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the applicable policy limits and excess.
15. **Insured** means **You** and at **Your** request:
- 15.1. any director, executive officer, committee member, office-holder, **Employee, Coach** of the club, association, league or entity but only whilst acting within the scope of their duties in such capacity;
- 15.2. any registered **Member** of the club, association, league or entity or voluntary worker but only whilst acting in connection with club, association, league or entity activities and whilst conforming to the rules and by-laws. The **Member** will only be entitled to **Indemnity** under this **Policy** to the extent that said **Member** is not entitled to **Indemnity** under any other **Policy** of insurance;
- 15.3. any owner of plant in respect of the hire of said plant to the club, association, league or entity named in the **Schedule** but only to the extent required under written contract or agreement;
- provided that if **Indemnity** is extended to any party described in *paragraphs 15.1 to 15.3* above that party will be subject to the terms of this **Policy** so far as they can apply and in any event the **Insurer's** liability will not exceed the applicable limit of indemnity specified in the **Schedule**.
16. **Insurer** means certain Underwriters at Lloyd's.
17. **Landing Area** means any part of earth's surface including water or any structure or property used for embarkation or disembarkation of people or loading or unloading of goods or where **Aircraft** are kept, housed maintained or operated and where **Aircraft** may take off and land.

18. **Medical Persons** means medical doctors, nurses, physiotherapists, dentists and certified first aid attendants.
19. **Member** means any **Member**, temporary player or other person actively engaged in and appropriately registered for the purpose of playing the **Sport** or activity specified in the **Schedule**.
20. **Occurrence** means an event, including continuous, repeated exposure to substantially the same general condition, which results in **Bodily Injury** or **Property Damage** neither expected nor intended from the stand point of the **Insured**.
21. **Offshore** means from the time of embarkation by an **Employee** onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that **Employee** from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel. For the purpose of this definition "offshore installation" does not include includes wind farms which are deemed not to be offshore.
22. **Period of Insurance** means the **Period of Insurance** stated in the **Schedule**.
23. **Policy** means:
- 23.1. all the terms, conditions, definitions, exclusions and limitations contained in this **Policy**; and
- 23.2. the **Schedule**; and
- 23.3. any endorsements attaching to and forming part of this **Policy**, either at inception or during the **Period of Insurance**.
24. **Pollution** means:
- 24.1. pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
- 24.2. all loss, damage or injury directly or indirectly caused by such pollution or contamination.
25. **Principal** means the other party to a contract or agreement for whom **You** are undertaking work or services or providing **Products** where such party is responsible for setting out the terms of the contract or agreement.
26. **Product** means any property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured** for the purpose of the **Sport** specified in the **Schedule**. For the purpose of clarity, "**Product**" is deemed to include food and drink sold or supplied by **You** as part of the **Sport**.
27. **Products Liability** means any liability of the **Insured Indemnifiable** under "Insuring Agreements (what is covered): 1" of the Public & Products Liability Section of this **Policy** which arises directly or indirectly out of a **Product** or any defect or failure of a **Product**.
28. **Property Damage** means accidental loss of or damage to property and includes loss of use of property.
29. **Public Liability** means any liability of the **Insured Indemnifiable** under "Insuring Agreements (what is covered): 2" of the Public & Products Liability Section of this **Policy** other than **Products Liability**.
30. **Schedule** means the document issued to the **Insured** and which specifies the particular details of this insurance including the **Insured's** details the **Period of Insurance** and the limit of indemnity and which forms part of this **Policy**.
31. **Sport** means being physically engaged in the Sport(s) or activity specified in the **Schedule** and includes all official activities connected therewith.
32. **Territorial Limits** means
- 32.1. the **United Kingdom**;
- 32.2. elsewhere in the world in respect of;
- a. any act or omission occurring within the territories specified in 32.1 above;
- b. the acts or omissions of persons normally resident in the territories specified in 32.1 above but temporarily engaged in the **Business** outside those territories;
- unless otherwise specified on the **Schedule**.
- 32.3. elsewhere in the world excluding the United States of America and Canada, their territories, possessions, dependencies or protectorates in respect of **Bodily Injury** or **Property Damage** caused by **Products**, unless otherwise specified on the **Schedule**.

- 33. **United Kingdom** means England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and territorial waters.
- 34. **Vehicle** means any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal power.
- 35. **Watercraft** means any vessel, craft, **Vehicle** or appliance made or intended to float on or in or travel on or through or under water.
- 36. **We/Us/Our** means the underwriting agent of the **Insurer**.
- 37. **You** means the club, association, league or entity named in the **Schedule**.



# Public & Products Liability Section

## Insuring Agreements (what is covered)

(Applicable to this Public & Products Liability Section only)

In accordance with the exclusions, conditions and definitions of this **Policy** the **Insurer** agrees:

1. to **Indemnify** the **Insured** in respect of claims made against the **Insured** for **Compensation**; and
2. **Costs and expenses** incurred with **Our** consent;

as a result of

- a) accidental **Bodily Injury** to any person other than any **Employee**; or
- b) accidental **Property Damage**; or
- c) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water:

caused by an **Occurrence** during the **Period of Insurance**, in connection with the **Business** and within the **Territorial Limits**.

## Extensions of cover

(Applicable to this Public & Products Liability Section only)

### 1. Defective Premises Act

- 1.1. The **Insurer** will **Indemnify** the **Insured** in the terms of this **Policy** against legal liability incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **Bodily Injury** or damage occurring within a period of seven years from the expiry or cancellation of this **Policy**.
- 1.2. This **Indemnity** does not apply to any costs or expenses incurred in repairing, replacing or making any refund in respect of any such premises.
- 1.3. The **Insurer** will not be liable under this extension if the **Insured** is entitled to **Indemnity** under any other insurance.

### 2. Consumer Protection Act

- 2.1. The **Insurer** will **Indemnify** the **Insured** up to the limit of indemnity in respect of
  - 2.1.1. the costs of prosecution awarded against the **Insured** and any the **Insured's Employees**; and
  - 2.1.2. legal fees and expenses incurred with **Our** consent;in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 as long as the proceedings relate to an offence committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.
- 2.2. The **Indemnity** will not apply:
  - 2.2.1. where **Indemnity** is provided by any other insurance;
  - 2.2.2. in respect of proceedings resulting from any deliberate act or omission.

### 3. Contingent Vehicle Liability

- 3.1. Despite "Exclusion 7" of this Section of this **Policy** and provided the **Insured** is not more specifically insured under any other **Policy** the **Insurer** will **indemnify** the **Insured** in the terms of this **Policy** in respect of **Bodily Injury** or **Property Damage**:
  - 3.1.1. caused by any **Vehicle** owned by or in the possession of or being used by or on behalf of the **Insured** which is:
    - a. not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation;
    - b. designed or adapted primarily for use as a tool but this **indemnity** will not apply to liability in respect of which any road traffic legislation requires insurance or security.

- 3.1.2. arising during the act of loading or unloading a motor **Vehicle** or the bringing to or taking away of a load from such **Vehicle**.
- 3.2. Despite "Exclusion 7" of this Section of this **Policy** and provided that the **Insured** is not entitled to **indemnity** under any other insurance the **Insurer** will **indemnify** the **Insured** and no other person in the terms of this **Policy** in respect of **Bodily Injury** or **Property Damage** arising out of the use of any **Vehicle** not the property of or provided by the **Insured** and being used in the course of the **Business**.
- 3.2.1. The **Insurer** will not be liable in respect of:
- a. damage to any such **Vehicle**;
  - b. **Bodily Injury** or **Property Damage** arising while such **Vehicle** is being driven by the **Insured**.

## Limit of Indemnity

(Applicable to this Public & Products Liability Section only)

The liability of the **Insurer** under this Section of this **Policy** in respect of any one **Claim** will not exceed the applicable limit of indemnity specified in the **Schedule**, except that:

- a) the **Insurer's** aggregate liability in respect of **Products Liability** during any **Period of Insurance** will not exceed the limit of indemnity specified in the **Schedule**;
- b) **Costs and expenses** will be payable;
  - i) in addition to the applicable limit of indemnity specified in the **Schedule**;but;
  - ii) in respect of the acts or omissions of persons normally resident in the territories specified in subparagraph 32.1 of "General Definitions - 32" whilst engaged for the purposes of the **Business** in temporary visits to the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada **Costs and expenses** will be payable in addition to the applicable limit of indemnity up to a further amount equal to the applicable limit of indemnity;

unless this insurance is specifically endorsed to the contrary.

## Exclusions (what is not covered)

(Applicable to this Public & Products Liability Section only)

The **Insurer** will not **Indemnify** the **Insured** against legal liability:

- 1. directly or indirectly arising out of **Bodily Injury** to any **Employee** arising out of or in the course of employment by **You** in the **Business**.
- 2. for damage to property owned, leased or hired by or under hire purchase or loaned to the **Insured** or otherwise in the **Insured's** or the **Insured's Employees** care, custody or control, but this exclusion does not apply to:
  - a. premises (including its contents) and other property temporarily occupied by the **Insured** for the purpose of the **Sport**;
  - b. **Employee's** and visitor's clothing and personal effects for an amount not exceeding £10,000. In respect of any such **Occurrence** the **Insured** will bear the first £100 of each and every claim;
  - c. premises occupied under a lease by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement. In respect of any payment for **Property Damage** caused by fire or explosion the **Insured** will bear the first £100 of each and every claim.
- 3. for malicious damage caused by any **Insured** or others for whom the **Insured** is responsible.
- 4. for damage to or loss of or the cost of repair, reconditioning, replacement, removal or recalling of any **Product** or component part.
- 5. caused by or arising out of any **Products** which
  - 5.1. to **Your** knowledge are for delivery or use in the United States of America or Canada, their



territories, possessions, dependencies or protectorates; or

- 5.2. are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes.
6. arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the **Insured** of:
  - 6.1. any **Aircraft** or hovercraft, or
  - 6.2. any property or structure used as a **Landing Area** for **Aircraft** provided such liability arises out of such use as a **Landing Area**, or
  - 6.3. any **Watercraft** or vessel exceeding 8 metres in length; but this Exclusion 6.3 will not apply with respect to operations by independent contractors.
7. arising out of the ownership, maintenance, operation or use by or on behalf of the **Insured** of any **Vehicle**.
8. of any **Insured** directly or indirectly arising out of:
  - 8.1. assault, battery or any intentional or deliberate violence committed or alleged to have been committed by any **Insured**.
  - 8.2. sexual assault, sexual harassment or rape except.
9. arising out of the giving or failure to give professional advice or service by the **Insured** or any error or omission in the giving of professional advice or service but this exclusion does not apply to the rendering of first aid or medical services on the **Insured's** premises by **Medical Persons** employed by the **Insured**.
10. arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of the **Insured** except;
  - 10.1. an alteration or addition not exceeding in cost the sum of £25,000; and/or
  - 10.2. demolition of a building or structure exceeding 10 metres in height.
11. arising directly or indirectly from vibration or from the removal or weakening of or interference with support to land, buildings or any other property.
12. arising directly or indirectly from explosion or collapse of boilers or other vessels under pressure in respect of which a certificate is required to be issued under the terms of any statute or regulation.
13. for any **Bodily Injury** caused, or contributed to, by any participant to any other participant whilst participating in a match or a practice of any **Category 4 Sports** unless specified in the **Schedule**.
14. directly or indirectly arising from **Fungus, Mildew and Mould**. This exclusion includes but is not limited to:
  - 14.1. **Bodily Injury, Property Damage** or medical payments arising out of, resulting from, caused by, contributed to by the existence, inhalation or exposure to any **Fungus/fungi** and/or **Spore(s)**;
  - 14.2. Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any **Fungus/fungi** or **Spore(s)**; or
  - 14.3. Any obligation to share with or repay any person, organisation or entity related in any way to items 14.1 and 14.2 above regardless of any other cause, event, material, **Product** and or building component that contributed concurrently or in any sequence to the **Bodily Injury** or **Property Damage**.
15. Any actual or alleged liability for any **Claim** in respect of loss or losses directly or indirectly arising out of, resulting from, caused by or contributed to by asbestos in whatever form or quantity.
16. Any liability arising from an **Act of Terrorism**, including liability for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.
17. arising out of any actions for defamation, libel, slander or breach of copyright.
18. for any **Bodily Injury** arising out of Acquired Immune Deficiency Syndrome (AIDS), Hepatitis C or Cancer in any form, howsoever these illnesses may have been acquired or may be named.
19. for any form of performance, surety, credit or financial guarantee.
20. for any **Claims** caused by or arising out of arc or flame cutting, flame heating, arc or gas welding or similar operation in which welding equipment is used.
21. for any economic or pecuniary loss where no **Bodily Injury** or damage to tangible property occurs.



- 22. for any liability directly or indirectly based upon, arising out of, or attributable to:
  - 22.1. the use or intended use of any apparatus which can be used for the purpose of artificial sun tanning;
  - 22.2. the presence of artificial sun tanning equipment on the **Insured's** property.
- 23. caused by or arising out of
  - 23.1. advice, design or specification given by the **Insured** for a fee; or
  - 23.2. professional services rendered by the **Insured** or on the **Insured's** behalf.

## Conditions

(Applicable to this Public & Products Liability Section only)

These are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

- 1. In the event of an **Occurrence**, the **Insured** must as soon as reasonably practicable take at its own expense all reasonable steps, including recall of any of the **Insured's Products**, to prevent other **Bodily Injury** or **Property Damage** from **arising** out of the same or similar conditions. Such expense will not be recoverable under this **Policy**.
- 2. The **Insurer** must be permitted but will not be obliged to inspect the **Insured's** property and operations at **any** time after giving reasonable notice. Neither the **Insurer's** right to make inspections nor the making of an inspection nor any inspection report will constitute an undertaking on behalf of or for the benefit of the **Insured** or others, to determine or warrant that the property or operations are safe. The **Insurer** may after giving reasonable notice examine and audit the **Insured's** books and records at any time during the **Period of Insurance** and extension of the **Period of Insurance** within three years after the final termination of this **Policy**, as far as they relate to the subject matter of this insurance.
- 3. The inclusion of more than one person or organisation as **Insured** under this **Policy** will not in any way remove the right of any one insured person or organisation to claim against another. This provision however will not under any circumstances operate to increase or aggregate the limit of indemnity stated in the **Schedule**.

# Professional Indemnity Section

## Definitions

(Applicable to this Professional Indemnity section only)

1. **Claims Made** means **Claims** made during the **Period of Insurance**.
2. **Insured**, as defined under the "General Definitions", automatically extends to include the **Qualified Person** who committed or is alleged to have committed the negligent act, error or omission giving rise to a **Claim**, provided that the **Qualified Person** is subject to and complies with the terms of this **Policy** so far as they can apply.
3. **Known Circumstance** means any circumstance or **Claim** in respect of which the **Insured** are entitled to **indemnity** under this **policy** and of which the **Insured** are aware, or ought reasonably to be aware, at the commencement of the **Period of Insurance**, whether notified under any other insurance or not.
4. **Qualified** means that person has either the necessary and appropriate:
  - 4.1. qualifications and/or registration and/or accreditation and/or licensing from an accredited sports institute or the **Sport's** national association or governing body; or
  - 4.2. authorisation from the **Sport's** national association or governing body or its regional representative to whom or which this authority is devolved.
5. **Qualified Person** means a **Qualified** person appointed by the club, league or association noted in the **Schedule** to act as a **Coach**/official but only whilst acting in the scope of their duties in such capacity.
6. **Retroactive Date** means the date specified in the **Schedule** as the **Retroactive Date**.
7. the **Sport** means the sport(s) in which the club, league or association engages, specified in the **Schedule** and includes all official activities connected with the sport(s).

## Insuring Agreements (what is covered)

(Applicable to this Professional Indemnity section only)

In accordance with the exclusions, conditions and definitions of this **Policy**, the **Insurer** agrees to **Indemnify** the **Insured** in respect of the **Insured's** legal liability to pay **Compensation** and claimants' costs and expenses resulting from any **Claim** alleging a breach of professional duty whether that duty is owed in contract or otherwise arising from any negligent act, error or omission of a **Qualified Person** whenever or wherever committed or alleged to have been committed in connection with the **Sport**, provided that:

1. the **Claim** is made against the **Insured** during the **Period of Insurance** and notified as soon as practicable in writing to the **Insurer** during the **Period of Insurance**; and
2. the alleged negligent act, error or omission occurred subsequent to the **Retroactive Date** and within the **Territorial Limits**.

However, provided that the **Insured** gives the **Insurer** notice in writing of any circumstances which might give rise to a **Claim** against the **Insured**:

- a) as soon as reasonably practicable after the **Insured** becomes aware of those circumstances; and
- b) before the expiry of the **Period of Insurance**;

then this insurance will respond to any subsequent **Claims** connected directly to those circumstances, even though no **Claim** has actually been made against the **Insured** during the **Period of Insurance**.

## Extension of cover

(Applicable to this Professional Indemnity section only)

In accordance with the exclusions, conditions and definitions of this **Policy**, and subject to the limit of indemnity, the **Insurer** agrees to **Indemnify** the **Insured** in respect of the **Insured's** legal liability to pay **Compensation** and claimants' costs and expenses resulting from any **Claim** made against the **Insured** during the **Period of Insurance** alleging Libel or Slander by reason of words written or spoken by the **Insured**.

## Limit of Indemnity

(Applicable to this Professional Indemnity section only)

The liability of the **Insurer** under this Section of this **Policy** in respect of:

- a) **Compensation** and claimants' costs and expenses; and
- b) costs, fees and expenses incurred by the **Insured** with the consent of the **Insurer** in the defence, investigation and settlement of a **Claim** made against the **Insured** under this Section of this **Policy**;

will not exceed the limit of indemnity specified in the **Schedule** for any one **Claim** and in the aggregate for all **Claims** in any **Period of Insurance**.

## Exclusion (what is not covered)

(Applicable to this Professional Indemnity section only)

The **Insurer** will not **indemnify** the **Insured** against any **Claim** nor **Costs and expenses** following any **Claim** made or threatened or in any way intimated before the inception date of this **Policy** or concerning any **Known Circumstance**.



# Employers' Liability Section

## Definition

(Applicable to this Employers' Liability Section only)

1. **You** means the club, association, league or entity named in the **Schedule** and at **Your** request:
  - 1.1. any director or **Employee** while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to **Indemnity** under this **Policy** if the claim against any such person had been made against **You**.
  - 1.2. any of **Your Members**.
  - 1.3. any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
  - 1.4. any **Principal** for legal liability in respect of which **You** would have been entitled to **Indemnity** under this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under a contract or agreement.
  - 1.5. **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You**;

provided that if **Indemnity** is extended to any party described in *paragraphs 1.1 to 1.5* above that party is subject to the terms of this **Policy** so far as they can apply and in any event the **Insurer's** liability will not exceed the limit of indemnity.

## Insuring Agreement (what is covered)

(Applicable to this Employers' Liability Section only)

In accordance with the exclusions, conditions and definitions of this **Policy**, the **Insurer** agrees to **Indemnify** the **Insured** against:

- a) all sums which the **Insured** becomes legally liable to pay as **Compensation**; and
- b) **Costs and expenses**;

in the event of **Bodily Injury** sustained by any **Employee** which arises out of and in the course of their employment by the **Insured** in the **Business** and which is caused during the **Period of Insurance**;

- i. within the **United Kingdom**; or
- ii. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **Employee** in connection with the **Business** provided that such **Employee** is normally resident in the **United Kingdom**.

## Employers' liability compulsory insurance

(Applicable to this Employers' Liability Section only)

The **Indemnity** granted by this Section of this **Policy** is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of employers' liability to their **Employees**.

If however the **Insurer** pays any sum which would not have been paid but for the provisions of such law then **You** must repay such sum to the **Insurer**.

## Extension of cover - Unsatisfied court judgments

(Applicable to this Employers' Liability Section only)

In the event that:

- a) a judgment for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **Employee** in respect of **Bodily Injury** caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**; and
- b) it remains unsatisfied in whole or in part six months after the date of such judgment;

The **Insurer** will **Indemnify** the **Employee** or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as;

- i) there is no appeal outstanding;
- ii) any payment made by the **Insurer** will only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this Section of this **Policy**;
- iii) any payment made the **Insurer** will only be in respect of liability for which **You** would have been entitled to **Indemnity** under this Section of this **Policy** if the judgment had been made against **You**; and
- iv) the **Insurer** will be entitled to take over and prosecute for their own benefit any claim against any other party and **You**, the **Employee** or their personal representatives must give all information and assistance required.

## Limit of indemnity

(Applicable to this Employers' Liability Section only)

1. The amount specified in the **Schedule** as the limit of indemnity for Employers' Liability.

The **Insurer's** liability for all **Compensation** payable by the **Insured** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the limit of indemnity.

The limit of indemnity will be the maximum amount payable including **Costs and expenses**.

2. Despite anything contained in *paragraph 1* above, the **Insurer's** liability for **Compensation** and **Costs and expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising out of **Terrorism** will not exceed £5,000,000.
3. Despite anything contained in *paragraph 1* above, the **Insurer's** liability for **Compensation** and **Costs and expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising out in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos will not exceed £5,000,000.

## Exclusions (what is not covered)

(Applicable to this Employers' Liability Section only)

1. The **Insurer** will not **Indemnify You** against **Your** legal liability for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. The **Insurer** will not **Indemnify You** against liability arising **Offshore**.

## Condition

(Applicable to this Employers' Liability Section only)

This is a condition of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet this condition, the **Insurer** may need to reject a claim payment or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

It is a condition of this Section of the **Policy** that **You** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or products containing asbestos.



# General Extensions (what may be covered)

These extensions apply to all sections of this **Policy** and are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.

## 1. Contractual liability

Despite "General Exclusions (what is not covered): 2" of this **Policy**, the **Insurer** will **Indemnify You** under the applicable Section of this **Policy**, to the extent that any contract or agreement entered into by **You** with any **Principal** requires **You** to assume liability for **Bodily Injury** or loss of or damage to **Property** which arises out of the performance by **You** of such contract or agreement provided that:

- 1.1. the conduct and control of claims is vested in the **Insurer**;
- 1.2. the **Indemnity** granted by the Employers' Liability Section of this **Policy** will apply only in respect of **Your** liability to **Your Employees**; and
- 1.3. nothing in this extension will increase the **Insurer's** liability to pay more than the applicable limit of indemnity under the applicable Section of this **Policy**.

## 2. Prosecution Legal Expenses including corporate manslaughter

This extension applies only if the **Schedule** specifies that the Public & Products Liability Section and/or the Employers' Liability Section of this **Policy** is covered.

In the event of:

- 2.1. any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the **United Kingdom**; or
- 2.2. an incident which results in an inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975;

the **Insurer** will provide **Indemnity** against **Costs and expenses** incurred by **You** with the **Insurer's** written consent in representing **You** in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the **Period of Insurance** within the **United Kingdom** and in the course of the **Business**.

Conditions applicable to this Extension

- 2.3. the **Insurer's** total liability under this Extension in respect of all **Costs and expenses** will not exceed £1,000,000 in the aggregate during any **Period of Insurance** which is payable in addition to the limit of indemnity specified in the **Schedule**.
- 2.4. the **Insurer** will only **Indemnify You** where such **Costs and expenses** arise as a result of any matter which is the subject of **Indemnity** under this **Policy**.
- 2.5. the **Insurer** will only be liable for **Costs and expenses** incurred in respect of legal representation appointed by the **Insurer**.
- 2.6. If there is any other insurance or **Indemnity** in force covering any or all of the same **Costs and expenses**, the **Insurer's** liability will be limited to a proportionate amount of the total **Costs and expenses** but subject always to the limit of indemnity of £1,000,000.

Exclusions applicable to this Extension

- 2.7. This **Indemnity** will not apply to:
  - 2.7.1. proceedings in respect of any **Bodily Injury** deliberately caused by **You**; or
  - 2.7.2. persons other than **You** or any of **Your** directors, partners, proprietors or **Employees**.

## 3. Data Protection Act 1998

- 3.1. The **Insurer** will **Indemnify You** in respect of liability under the Data Protection Act 1998 to pay:

- 3.1.1. **Compensation** for damage or distress under section 13 of the Act including reasonable defence costs and expenses incurred with the **Insurer's** written consent;
- 3.1.2. reasonable defence costs incurred with the **Insurer's** written consent in relation to a prosecution brought under the Act;

provided that:



- 3.1.3. **You** have registered in accordance with the terms of the Act, unless exempt, before the commencement of the **Period of Insurance**;
- 3.1.4. any **Claim** for **Compensation** is first made or prosecution first brought against **You** during the **Period of Insurance**;
- 3.1.5. **Indemnity** will not apply in respect of;
  - 3.1.5.1. the cost of replacing reinstating rectifying or erasing any data;
  - 3.1.5.2. liability caused by or arising from **Your** deliberate or intentional act or omission the effect of which could reasonably be expected to result in liability under the Act;
  - 3.1.5.3. any **Claim** which arises out of circumstances notified to previous insurers or are known to **You** at the start of the **Period of Insurance**;
  - 3.1.5.4. the payment of fines and penalties.
- 3.2. In respect of each and every claim under this Extension **Your Excess** will be 10% of the amount of that claim or GBP 500 whichever is the greater.
- 3.3. The **Insurer's** liability under this Clause is limited to GBP 50,000 in respect of any one claim and in the aggregate during any **Period of Insurance**.

## General Exclusions (what is not covered)

The following apply to all sections of this Policy unless stated otherwise.

1. The **Insurer** will not **Indemnify** the **Insured** against any **Claim** or **Claims** nor **Costs and expenses** following any **Claim**:
  - 1.1. brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the **Insured** or of any person at any time employed by the **Insured**.
  - 1.2. arising from the conduct of any business not conducted for the benefit of or on behalf of the **Insured** named in the **Schedule**.
  - 1.3. in respect of the ownership, maintenance, operation or use of any **Aircraft**, boats, automobiles or **Vehicles** of any kind by or in the interest of the **Insured**.
  - 1.4. as a result of the insolvency, bankruptcy or liquidation as the case may be of the **Insured**.
  - 1.5. brought against an **Insured** arising directly or indirectly out of physical assault or interference as a consequence.
  - 1.6. brought against the **Insured** arising directly or indirectly from the use of non-medically prescribed drugs.
  - 1.7. arising directly or indirectly from any injury (including emotional distress or mental trauma) loss or damage which is actually or allegedly caused by contributed to by the Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents.
  - 1.8. directly or indirectly caused by
    - 1.8.1. actual or threatened riots, strikes or civil disorders or civil disobedience of any kind;
    - 1.8.2. any security measures imposed in response to the circumstances expressed in 1.8.1;
 which may result in the closure of a venue or the prevention or suspension of access to a venue or to the non-participation by attendees or performers, whether voluntary or compulsory.
  - 1.9. directly or indirectly caused by
    - 1.9.1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power,
    - 1.9.2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - 1.9.3. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of an explosive nuclear assembly;

provided that in respect of claims arising out of injury which form the subject of **Indemnity** under the Employers' Liability Section of this **Policy** "General Extensions (what may be covered) 1.9.2 and

1.9.3" will only apply to the legal liability assumed by **You** under any agreement which liability would not have attached in the absence of that agreement;

2. The **Insurer** will not **Indemnify** the **Insured** in respect of liability assumed under a contract or agreement unless the **Insured** would have been liable in the absence of such contract or agreement.
3. The **Insurer** will not **Indemnify** the **Insured** against any liability:
  - 3.1. to pay liquidated, punitive, exemplary or aggravated damages.
  - 3.2. to pay any fines and/or penalties imposed by law or by any club, sporting association or other sporting entity.
  - 3.3. to pay any trading debts.
  - 3.4. of the **Insured** or any **Principal** of the **Insured** arising solely from the duties of the **Insured** or **Principal** as a director or legal officer of any company.
  - 3.5. in respect of any;
    - 3.5.1. judgment award or settlement made within countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;
    - 3.5.2. in respect of any order made anywhere in the world to enforce any judgment award or settlement either in whole or in part made within countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

other than in respect of the acts or omissions of persons normally resident in the territories specified in sub-paragraph 32.1 of "General Definitions - 32" whilst engaged for the purposes of the **Business** in temporary visits to the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.

4. The **Insurer** will not **Indemnify** the **Insured** against any **Claim** or **Claims** nor **Costs and expenses** following any **Claim** arising out of, relating directly or indirectly from or caused by or in any way involving reckless disregard and/or willful breach of duty of any kind.
5. The **Insurer** will not **Indemnify** the **Insured** in respect of any liability arising anywhere in the world in relation to, caused by, or contributed to by or directly or indirectly arising from:
  - 5.1. total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment, or
  - 5.2. error in creating, amending, entering, directing, deleting or using Computer Equipment, or
  - 5.3. total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

For the purpose of this "General Exclusions (what is not covered): 5", "Computer Equipment" means data or part of data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, **Product** or service replacing existing Computer Equipment.

The following General Exclusions (what is not covered) do not apply to the Employers' Liability Section of this Policy.

6. The **Insurer** will not **Indemnify** the **Insured** against legal liability:
  - 6.1. arising out of failure of any computer system to be date or time compliant including failure of any correction attempted correction conversion renovation rewriting or replacement of any computer system relating to date or time compliance.
  - 6.2. in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in been operative in the sequence of events resulting in a loss.
  - 6.3. caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Bodily Injury** or loss of or damage to **Property**.
  - 6.4. caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties



unless such liability would have attached in the absence of those clauses or warranties.

**6.5.** directly or indirectly caused by or arising from;

**6.5.1.** an **Act of Terrorism**;

**6.5.2.** death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

If the **Insurer** alleges that by reason of this exclusion any loss, damage or expense is not **Indemnified** by this insurance the burden of proving to the contrary will be upon **You**.

**6.6.** caused by or arising out of **Pollution**, but the **Insurer** will **Indemnify You** under the Public & Products Liability Section of this **Policy** against liability in respect of accidental **Bodily Injury** or accidental loss of or damage to **Property** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that;

**6.6.1.** all **Pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place;

**6.6.2.** the **Insurer** will not **Indemnify You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and

**6.6.3.** nothing in this clause 6.6 will increase the **Insurer's** liability to pay more than the limits of indemnity specified in the **Schedule** in the aggregate in respect of damages, costs, fees and expenses awarded against the **Insured** during any **Period of Insurance**.

## Claims Conditions

The following apply to all sections of this **Policy** unless stated otherwise.

These are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, the **Insurer** may need to reject a claim payment or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

**1. Notification**

The **Insured** must comply with the requirements stated in "Other Important Information : How to make a Claim" on *page 23*.

**2. Excess**

(This Claims Condition does not apply to the Employers' Liability Section of this **Policy**)

In respect of each and every **Claim** against the **Insured** the amount of the **Excess** specified in the **Schedule** will be borne by the **Insured** at their own risk and uninsured. The **Insurer** will only be liable to **Indemnify** the **Insured** for the amount beyond the level of the **Excess** up to the amount of the applicable limit of indemnity.

The **Indemnity** for costs and expenses incurred with the written consent of the **Insurer** in the defence or settlement of **Claims** also will be subject to the **Excess**.

For the purpose of this condition the term "**Claim**" will be understood to mean any and all **Claims** which are within the scope of this **Policy** and which arise by reason of the same act, error or omission.

**3. Procedure for the defence and settlement of claims**

**3.1.** No admission offer promise or payment must be made or given by or on behalf of the **Insured** without the **Insurer's** written consent.

**3.2.** The **Insurer** may, at their discretion:

**3.2.1.** take full responsibility for conducting, defending or settling any claim in **Your** name; and

**3.2.2.** take any action the **Insurer** considers necessary to enforce **Your** rights or their rights under this insurance, including to prosecute in the name of the **Insured** for the **Insurer's** own benefit any claim for damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and the **Insured** must give all such information and assistance as the **Insurer** may reasonably require.



#### 4. Discharge of Liability

4.1. The **Insurer** may at any time pay the **Insured** the limit of indemnity applicable to:

4.1.1. an **Occurrence**; or

4.1.2. the **Period of Insurance**;

(less any sums already paid in respect of that **Occurrence** or **Period of Insurance**), or any lesser amount for which all claims arising out of that **Occurrence** or **Period of Insurance** can be settled.

4.2. Thereafter the **Insurer** may relinquish the conduct and control of those claims and be under no further liability in connection with them except in respect of "Insuring Agreements (what is covered): 2" of the Public & Products Liability Section of this **Policy**.

4.3. If the amount ultimately required to settle the claim exceeds the applicable limit of indemnity then, provided that the balance of the amount required to settle the claim is insured either in whole or in part with defence costs payable in addition to the applicable limit of indemnity under this **Policy** then the **Insurer** will also contribute their proportion of subsequent defence costs incurred with their consent.

#### 5. Other insurance

5.1. If in respect of any claim under this **Policy** there is any other insurance or **Indemnity** in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, except in respect of defence costs payable in addition to the limit of indemnity under this **Policy**, the **Insurer's** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim and subject always to the applicable limit of indemnity.

#### 6. Claims co-operation

6.1. The **Insured** must use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this **Policy**, and must as soon as reasonably practicable give all information and assistance to the **Insurer** as it may reasonably require to enable it to investigate and to defend the **Claim** and/or to enable the **Insurer** to determine its liability under this **Policy**.

6.2. The **Insurer** may, on the receipt by it of the notice from the **Insured** of any request, for **Indemnity** under this **Policy**, take whatever action that it considers appropriate to protect the **Insured's** position in respect of the **Claim** against the **Insured**. Any action by the **Insurer** in this respect will not be regarded:

6.2.1. as prejudicing its position under this **Policy**;

6.2.2. as or imply an admission by the **Insurer** of the **Insured's** entitlement to **Indemnity** under this **Policy**.

6.3. Solicitors retained by the **Insurer** to act on behalf of the **Insured** in relation to any **Claim** against the **Insured** will at all times be at liberty to disclose to the **Insurer** any information obtained by the solicitors, whether from the **Insured** or elsewhere. The **Insured** waives all claim to legal professional privilege between the **Insured** and the **Insurer** which the **Insured** might otherwise have in respect of that information.

#### 7. Fraud and Misrepresentation

7.1. If **Insurer** determines that any claim is in any respect fraudulent or if **You** or anyone acting on **Your** behalf makes any claim or any statement knowing this to be false or fraudulent in any way, the **Insurer** will cancel this **Policy** from the date of the fraudulent claim or false or fraudulent statement was made and all benefits under this **Policy** will cease.

## General Conditions

The following apply to all sections of this **Policy** unless stated otherwise.

These are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

#### 1. Loss or suspension of registration

(This General Condition does not apply to the Employers' Liability Section of this **Policy**)

The **Insured** must give notice in writing to **Us** as soon as reasonably practicable if the statutory registration and/or licensing of a **Qualified Person** or the club (if the **Insured** specified in the **Schedule** is a club)

lapses or is cancelled, suspended or terminated.

## 2. Queen's Counsel

The **Insurer** will not require the **Insured** to contest any legal proceedings in respect of any **Claim** against the **Insured**.

The **Insured** cannot require the **Insurer** to contest, on its behalf, any legal proceedings in respect of any **Claim** unless a Queen's Counsel (to be mutually agreed upon by the **Insured** and the **Insurer**) advises that such proceedings should be contested.

In formulating the advice Queen's Counsel will take into consideration:

- 2.1. the economics of the matter, having regard to the damages and costs which are likely to be recovered by the Claimant;
- 2.2. the likely costs of defence and the prospects of the **Insured** successfully defending the **Claim**.

The cost of the Queen's Counsel opinion will, for the purposes of this **Policy**, be regarded as part of the costs of defence.

In the event Queen's Counsel advises that having regard to all the circumstances the matter should not be contested but should be settled, providing settlement can be achieved within certain limits which in Queen's Counsel's opinion are reasonable, then the **Insured** will not object to any such settlement and will as soon as reasonably practicable tender to the **Insurer** the applicable **Excess** (or **Excesses** if more than one **Claim**) specified in the **Schedule**.

## 3. Subrogation

The **Insurer** will not exercise any subrogation rights of recovery against any **Employee** or former **Employee** of the **Insured** unless the **Claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the **Employee** or former **Employee**.

## 4. Cancellation

### 4.1. Cooling off period

- 4.1.1. This insurance has a cooling off period of fourteen (14) days. Please see "How to cancel this insurance" on *page 23* of this **Policy**.

### 4.2. After the cooling off period

- 4.2.1. **You** may cancel this insurance after the cooling off period by giving **Us** 30 days' notice in writing to **Our** address as stated in this **Policy**.
- 4.2.2. **We** may cancel this insurance where there is a valid reason by giving **You** 30 days' notice in writing to **Your** last known address. Examples of valid reasons are as follows:
  - a. Non-payment of premium;
  - b. A change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
  - c. Non-cooperation or failure to supply any information or documentation **We** request;
  - d. Failure to inform **Us** of changes to information provided by **You** or that have been requested by **Us**.

### 4.3. Return of premium (after the cooling off period)

- 4.3.1. Any return premium due to **You** will depend on how long this insurance has been in force and whether **You** have made a claim.
- 4.3.2. Unless the premium has been calculated on any estimates provided by **You**:
  - a. if **We** cancel this insurance **We** will return that proportion of the premium stated in the **Schedule** as the time this **Policy** has been in force bears to the **Period of Insurance**; or
  - b. if **You** cancel this insurance **We** will return that proportion of the premium stated in the **Schedule** as the time this **Policy** has been in force bears to the **Period of Insurance**, less £25 administration fee;

but if the premium at the commencement of the **Period of Insurance** has been calculated on any estimates provided by **You**, it will be adjusted in accordance with "General

Conditions: 5. Adjustment of premium" on *page 22*.

**4.3.3.** However, despite *paragraph 4.3.2* above if the **Insurer** has paid any claim, in whole or in part, **You** will not receive any refund of premium.

**4.4.** The **Insured** will be responsible for cancelling any Direct Debit Mandate (if applicable).

**5. Adjustment of premium**

**5.1.** Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within 90 days of the expiry of the **Period of Insurance** declare actual values as **We** require.

**5.2.** The premium will then be adjusted and any difference paid to **Us** or allowed to **You**.

**5.3.** Where the estimates include remuneration to **Employees** the required declaration must also include remuneration to all persons defined as **Employees** by this **Policy**.

**5.4.** Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due, basing the calculation on **Your** original estimated values.



## Other Important Information

### How to cancel this insurance

This insurance has a cooling off period of fourteen (14) days. **You** have a statutory right to cancel **Your Policy** within fourteen (14) days from the day of purchase or renewal of the contract or the day on which **You** receive **Your Policy** or the renewal documentation, whichever is the later.

from either:

- the date **You** receive this insurance documentation; or
- the start of the **Period of Insurance**

whichever is the later.

**We** will provide a full refund of the premium paid, but **You** will not receive any refund of premium if **You** have made a claim on this insurance. Cancellation at any other time will be as detailed in "General Conditions: 4 Cancellation" on page 21 of this **Policy**.

### Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policy holder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

### How to amend this insurance

If **You** would like to make changes to **Your Policy** please contact **Your Broker** or **Us** directly.

In deciding to provide this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. If **You** are aware of any material changes to the information provided or if **You** become aware of any material changes **You** must tell **Us** about those changes. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **You** need to change the information **You** have given **Us** please contact **Your Broker** or **Us** directly as soon as reasonably practicable on becoming aware of that change.

Information is material if it could:

- a. affect **Our** assessment of the risk, or
- b. it could mean that **We** may need to change the terms or premium or both, or
- c. mean that **We** may not be able to cover that aspect of risk, or
- d. mean that **We** may no longer be able to provide **You** with insurance cover.

If **You** are unsure whether a change to the information **You** have given **Us** is material please contact **Your Broker** or **Us** directly.

**REMEMBER** - failure to notify **Us** of changes may affect any claim **You** make.

### How to make a Claim

If an event giving rise to a **Claim** under this **Policy** occurs please, as soon as practically possible, contact the **Broker** who arranged this insurance or the **Insurer**, quoting your policy number.

### Things you must do...

**You** must comply with the following conditions. If **You** fail to do so, the **Insurer** may not pay **Your** claim, or any payment could be reduced. It is **Your** responsibility to prove any loss and therefore the **Insurer** may ask **You** to provide any relevant information, documents and assistance the **Insurer** may require to help with **Your** claim. **You** must:

1. give notice in writing to the **Insurer** as soon as reasonably practicable of the discovery of any **Occurrence**, or circumstance which may give rise to a claim under this **Policy**.
2. notify **Your Broker** or the **Insurer** directly as soon as possible giving full details of what has happened.
3. comply with any reasonable request made by the **Insurer** for information in relation to any claim made under this **Policy**.
4. forward to **Your Broker** or the **Insurer** directly as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against **You**, any letter, **Claim**, summons or other legal document and any related correspondence **You** receive unanswered.

5. inform the **Insurer** as soon as reasonably practicable of the notice of any impending prosecution or inquest which may give rise to a claim under this **Policy** and comply with any reasonable request made by the **Insurer**.
6. not admit liability or offer or promise or agree to settle any **Claim** without the **Insurer's** written permission.
7. take all reasonable care to limit any loss, damage or injury.

### How the Insurer will deal with your claim

The procedures differ across the Sections of this **Policy** in order to reflect the different types of claim **You** might have. Please see the Claims Conditions on *page 19* of this **Policy**.

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Privacy Notice

### Information we process

**You** should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

### Information containing personal and sensitive personal information

Information **We** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions.

**We** will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

### Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** Internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

### How we use your information?

**Your** personal and/or sensitive personal information may be used by **us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

### Who we share your information with?

**We** may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

The **Insurer** will not disclose **Your** personal and/or sensitive personal information to anyone outside the **Insurer's** group of companies except:

- where they have **Your** permission;
- where they are required or permitted to do so by law;
- to other companies who provide a service to them or **You**; and/or
- where they may transfer rights and obligations under the insurance.



## Why it is necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **We** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

## The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

## Access to your information

**You** have a right to know what personal and/or sensitive personal information **We** hold about **You**. If **You** would like to know what information **We** hold, please contact the Data Protection Officer at the address listed within this notice, stating the reason for **Your** enquiry. **We** may write back requesting **You** to confirm **Your** identity, **We** may also charge a fee of £10 for processing **Your** enquiry.

If **We** do hold information about **You**, **We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting **Our** Data Privacy Officer.

## Providing consent to process your information

By providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply **Us** with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

**You** should understand that if **You** do not consent to the processing of **Your** information or **You** withdraw consent, **We** may be unable to provide **You** with insurance services.

## Changes to this Notice

**We** keep **Our** privacy notice under regular review. This notice was last updated on the 20<sup>th</sup> October 2015.

## Employers' Liability Tracing Office (ELTO)

By entering into this insurance **Policy** **You** will be deemed to specifically consent to the use of **Your** insurance **Policy** data in the following way and for the following purposes.

Certain information relating to **Your** insurance **Policy** including, without limitation,

- **Your** **Policy** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant) will be provided to the ELTO and added to an electronic database (database).

This information will be made available by **Us** and/or the **Insurer** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.



# C<sup>3</sup> PERSONAL ACCIDENT INSURANCE

## Master Policy Wording

### TABLE OF CONTENTS

Lloyd's Insurance	2
Conformity	2
Sports Accident Policy	3
Insuring Agreement	3
General Definitions	3
General Conditions	4
Policy Benefits	5
General Exclusions	7
Claims Conditions	8
Cancellation Procedure	9
Claims Procedure	10
Complaints Procedure	10
Compensation	11

## Lloyd's Insurance

In this contract of insurance, Our syndicate numbers are noted in the Policy Schedule. We bind ourselves severally and not jointly, that is, in the event of a loss, each of Us and Our Executors and Administrators) is liable only for Our share of Our syndicate's proportion of the risk.

## Conformity

When You read the policy You will find that some items can be singular or plural, feminine or masculine this clause is designed to correct this.

Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements.

# Sports Accident Policy

## Insuring Agreement

- 1.1 If whilst this **Policy** is in force, **You** suffer **Bodily Injury** during the **Operative Time**, which is the sole, direct and independent cause of **Your** injury, then subject to the terms and conditions set out below, including in particular the exclusions and receipt by **Us** of the **Premium(s)**. **We** shall pay the benefits as stated in **Your Policy Schedule**.

## General Definitions

In this **Policy** the following words/expressions have the following meanings:

- 2.1. **Accident** means a sudden, unexpected, unusual and specific event, which occurs at a definable time and place.
- 2.2. **Act of Terrorism** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto, and/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where **We** allege that by reason of the exclusion any loss is not covered by this insurance the burden of proving that such loss is covered shall be upon **You**.
- 2.3. **Bodily Injury** means an injury which:
- 2.3.1. Is sustained by an **Insured Person** whilst actively engaged in playing, training or practicing for the sport nominated in the **Policy Schedule** and such accidental **Bodily Injury** is sustained because of participation by the **Insured Person** in the sport nominated in the **Policy Schedule**; and
  - 2.3.2. Is sustained by **You** during the period of this insurance; and
  - 2.3.3. Is caused by an **Accident**; and
  - 2.3.4. Occasions **Your Disablement** and/or medical treatment within 12 calendar months from the date of the **Accident**.
- 2.4. **Disablement** means Temporary Total Disablement.
- 2.5. **Excess** means the amount of money that **You** or the **Insured Person** will be required to contribute in any claim. The amount is shown in the **Policy Schedule**.
- 2.6. **Excess Period** means the number of consecutive days commencing on the date of commencement of the **Temporary Total Disablement** during which the **Insured Person** must continuously suffer **Temporary Total Disablement** before any Loss of Income benefits payable under this **Policy** shall be due.
- 2.7. **Inception Date** means 12 a.m. (midnight) of the period of insurance (from) date shown in **Your Policy Schedule**.
- 2.8. **Insurance Premium Tax** means any taxes that may be payable at the rate applicable from time to time.
- 2.9. **Insured** means the club/association or individual specified in the **Policy Schedule** being a member of a regional, state and/or national sporting association, as named in the **Policy Schedule**.
- 2.10. **Insured Person** means any member of the **Insured** and/or any other person actively engaged in and appropriately registered for the purpose of playing the sport of the **Insured**.



- 2.11. **Maximum Claim Period** means the total period for which Loss of Income benefit 4.3.1. will be payable under this [Policy](#) in respect of all [Temporary Total Disablement](#).
- 2.12. **Medical Expenses** means any reasonable expense incurred by the [Insured Person](#) from a [Medical Practitioner](#) where the expense is directly as a result of a [Bodily Injury](#) received whilst playing the sport nominated in the [Policy Schedule](#).
- 2.13. **Medical Practitioner** means a duly qualified and United Kingdom registered medical practitioner who is not related to [You](#) or the [Insured Person](#) by blood or marriage.
- 2.14. **Net Income Lost** means average weekly income, wage or salary (including overtime) earned by an [Insured Person](#) during the twelve months immediately preceding the commencement of [Disablement](#) multiplied by the number of benefit weeks. Any amount to which an [Insured Person](#) is legally entitled by way of sick leave or compensation from any Motor or Transport [Accident](#) or Social Welfare Services legislation of any kind or any other [Policy](#) of insurance shall be deducted and the net figure shall be the 'Net Income Lost'.
- 2.15. **Occupation** means the employment, profession or occupation of or the business carried out by the [Insured Person](#) at the time of the [Bodily Injury](#).
- 2.16. **Operative Time** means whilst playing, practicing and training under the auspices, control or direction of the [Insured](#) including travelling to or from any such venue for the purposes of the above.
- 2.17. **Policy** means this document, the [Policy Schedule](#), any endorsement(s), application form or proposal, that together are to be considered as one document.
- 2.18. **Policy Schedule** means the [Policy Schedule](#) attaching to this wording confirming currency of the [Policy](#) or the [Policy Schedule](#) subsequently issued on renewal or variation or by way of endorsement.
- 2.19. **Premium** means the amount payable by [You](#) to [Us](#) as specified in the [Policy Schedule](#).
- 2.20. **Temporary Total Disablement** means disablement which entirely prevents the [Insured Person](#) from performing each and every duty of their [Occupation](#).
- 2.21. **War** means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or unsupervised power. This definition includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory.
- 2.22. **We/Us/Our** means Certain Underwriters at Lloyd's .
- 2.23. **You/Your/Policyholder** means the [Insured](#) named in the [Policy Schedule](#).

## General Conditions

- 3.1. Any fraud, misstatement or concealment, either in the proposal or in relation to any other matter affecting this insurance, shall entitle [Us](#) to render this insurance null and void and any monies which have been paid by [Us](#) to [You](#) or the [Insured Person](#) must be repaid in full immediately.
- 3.2. The law of England and Wales allows the parties to choose the law applicable to this [Policy](#). This [Policy](#) will be governed by and construed in accordance with the law of England and Wales. [We](#) and the [Policyholder](#) agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 3.3. The [Insured Person](#) must be permanently resident in the United Kingdom or the European Union, unless specifically agreed otherwise in writing by [Us](#).

## Policy Benefits

### 4.1. Capital Benefits

The benefits payable will be the following percentage of the capital benefits specified in the [Policy Schedule](#).

<a href="#">Bodily Injury</a> sustained by an <a href="#">Insured Person</a> which within 12 calendar months results in:		Percentage
4.1.1.	Death of <a href="#">Insured Persons</a> aged 18 years and over.	100%
	Death of <a href="#">Insured Persons</a> aged less than 18 years.	20%
4.1.2.	Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or of one hand and one foot.	100%
4.1.3.	Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye.	50%
4.1.4.	Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of use of one hand or one foot.	25%
4.1.5.	Total and permanent disablement (other than disablement resulting from events referred to in Capital Benefits 4.1.2., 4.1.3. and 4.1.4.) from engaging in or attending to any profession, business or <a href="#">Occupation</a> whatsoever provided always that the benefits shall not be payable until such <a href="#">Disablement</a> has continued for a period of 12 calendar months.	100%
4.1.6.	If the <a href="#">Insured Person</a> becomes totally and permanently disabled as a result of injury sustained whilst travelling to or from an event in which they are engaged to play for the <a href="#">Insured</a> , We will pay 20% of the applicable capital benefits shown on the <a href="#">Policy Schedule</a> .	

## 4.2. Medical Benefits

We will pay the percentage specified in the [Policy Schedule](#) towards the following expenses incurred as a result of [Bodily Injury](#):

- 4.2.1. Hospital accommodation.
- 4.2.2. Ancillary Medical Expenses.
- 4.2.3. Physiotherapy and chiropractic.
- 4.2.4. Dental services to sound whole teeth only.

This benefit covers only amounts which are not covered by the public health system of where the [Insured Person](#) is domiciled. Further, it only applies to the difference between any private health insurance rebate and the actual cost incurred by the [Insured Person](#).

This benefit is subject to deduction of the [Excess](#) specified in the [Policy Schedule](#) and a maximum payment per claim as specified in the [Policy Schedule](#).

## 4.3. Loss of Income (only applicable where stated in the [Policy Schedule](#))

### 4.3.1. Lump Sum Net Loss of Income Benefit

Total [Disablement](#) from engaging in or attending to the [Insured Person's Occupation](#). Cover is only provided if the [Insured Person](#) was engaged full time in that activity up to the time of the [Bodily Injury](#). Your entitlement to benefits under this Section does not commence until after the expiry of the [Excess Period](#). The amount of the benefit shall be the lesser of the percentage of [Net Income Lost](#) specified in the [Policy Schedule](#) and the maximum amount specified for this benefit in the [Policy Schedule](#) and is payable up to the [Maximum Claim Period](#) noted in the [Policy Schedule](#).

### 4.3.2. Injury Assistance and Parents Inconvenience Benefit

No compensation shall be payable in respect of this benefit should there be any amount payable under Section 4.3.1. We will reimburse the [Insured Person](#) with the percentage specified in the [Policy Schedule](#) of non [Medical Expenses](#) directly relating to the [Bodily Injury](#). There is no claim unless the period of [Disablement](#) continues for more than the period specified in the [Policy Schedule](#). We will not pay more than the maximum limit specified in the [Policy Schedule](#) for this benefit.



## General Exclusions

We will not be liable for injuries/[Disablement](#) directly or indirectly resulting from:

- 5.1. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or [Your](#) or the [Insured Person's](#) own criminal act, or an [Insured Person](#) being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical [Accident](#) or [Bodily Injury](#)).
- 5.2. The [Insured Person](#) engaging in or taking part in any sport/s other than the sport/s nominated in the [PolicySchedule](#).
- 5.3. Driving or riding in any kind of race, or the [Insured Person](#) taking part in hazardous sports, pursuits or pastimes not declared to [Us](#), or engaging in naval, military or air force services or operations.
- 5.4. War.
- 5.5. Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any [Act of Terrorism](#) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
  
Furthermore this [Policy](#) also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any [Act of Terrorism](#).
- 5.6. Any pre-existing defect, infirmity or sickness at the time of the [Insured Person's Bodily Injury](#).
- 5.7. The [Insured Person](#) engaging in air travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 5.8. All claims arising out of unreasonable failure to seek or follow medical advice.
- 5.9. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- 5.10. Ionising radiation or radioactive contamination.
- 5.11. Contracting a sexually transmitted disease, pregnancy, childbirth, miscarriage, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
- 5.12. Any medical or surgical procedure performed on the [Insured Person](#) for any gradually developing bodily deterioration whatever the cause of that deterioration.
- 5.13. Sickness, disease or disorder of any kind

## Claims Conditions

- 6.1. Notice must be given to **Us** within 30 days (or as soon as practicably possible thereafter) of becoming aware of any **Accident** which causes or may cause **Disablement** and, if applicable, the **Insured Person** must as early as possible, place them self under the care of a **Medical Practitioner**.
- 6.2. Notice must be given to **Us** as soon as practicably possible in the event of the death of an **Insured Person** resulting, or alleged to have resulted, from an **Accident**.
- 6.3. No claim will be accepted under this **Policy** by **Us** until **We** have received a completed claim form together with satisfactory medical evidence, proof of age and **Occupation**, employer's certificates and such other documents **We** may reasonably require.
- 6.4. If the consequence of an **Accident** shall be aggravated by any condition of physical disability that the **Insured Person** had which existed before the **Accident** occurred, the amount of any compensation payable under this **Policy** in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
- 6.5. In event of a claim under this insurance, **You** and the **Insured Person** shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by **Us** or on **Our** behalf (at **Our** own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of the **Insured Person**.
- 6.6. Once **We** have accepted a claim under this **Policy** **We** will pay benefits, at the completion of **Your** treatment and upon receipt of satisfactory evidence of **Your Medical Expenses** or return to work after **Temporary Total Disablement**.
- 6.7. All **Temporary Total Disablement** benefits shall cease on **Your** death.
- 6.8. The maximum weekly benefit shall not exceed 75% of the **Insured Person's** Income, less benefit from any other insurance policy or benefits paid to them by an employer. Proof of net income may be required from an independent and qualified third party. In the event that the weekly benefit exceeds the aforesaid limit then any claim shall be evaluated upon 75% of the **Insured Person's** Income.
- 6.9. Odd days of benefit will be payable at one seventh of the weekly benefit. Weekly benefit will only be payable in respect of complete days of **Disablement**.
- 6.10. During the currency of any claim **You** must continue to pay any relevant **Premiums** and **Insurance Premium Tax** as originally stated in the **Policy Schedule** if and when they fall due.
- 6.11. Benefits shall not be payable for more than one of the events in the policy benefits sections 4.1. and 4.3. in respect of the same occurrence.
- 6.12. Benefits payable for policy benefits section 4.1. shall be reduced by any sum already paid under section 4.2. and 4.3. in respect of the same occurrence. After the happening of any one of events in section 4.1. there shall thereafter be NO further liability under the **Policy** in respect of the same **Insured Person**.
- 6.13. Benefits shall NOT be payable under more than one of the events for **Disablement** resulting from any further occurrence whilst there is an existing entitlement for benefits.
- 6.14. Benefits shall NOT be payable unless the **Insured Person** shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a **Medical Practitioner**.
- 6.15. Benefits shall NOT be payable for any period after the **Insured Person** has resumed playing, training or practicing for the sport nominated in the **Policy Schedule** except for subsequent unrelated occurrences.
- 6.16. Benefits shall NOT be payable for that part of the benefit payable under Loss of Income for which state welfare benefits or other benefits can be claimed.



- 6.17. We will at Our own expense have the right and opportunity to examine the Insured Person when as often as We may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## Cancellation Procedure

### 7.1. Cooling Off Period

- You have the statutory right to cancel this Policy within 14 days of the purchase or renewal of the contract or the day You receive the Policy or renewal documentation, whichever is the later.
- We will return the Premium less a proportional amount for the time that We have been on cover.

No refund of Premium will be given in the event of a claim either in whole or in part.

### 7.2. If you wish to cancel your Policy after the Cooling Off Period

- You can cancel this Policy at any time, if it is during the first 14 days the Cooling Off Period terms above apply.
- To cancel the Policy after the Cooling Off Period You will need to contact Your broker who arranged the insurance for You.
- You are entitled to a return of Premium which will be based upon the length of time remaining for the Period of Insurance less a deduction of £10 for any administration costs in providing this insurance.

No refund of Premium will be given in the event of a claim.

### 7.3. Our Cancellation Rights

We can cancel this insurance by giving You 30 days notice in writing.

We will only do this for a valid reason (*examples of valid reasons are as follows*):

- non payment of Premium;
- a change in risk occurring which means that We can no longer provide You with insurance cover;
- non-cooperation or failure to supply any information or documentation We request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled within six (6) months of the Inception Date and provided no claim has been made, there will a refund of Premium paid, subject to a deduction for any time on risk. This will be calculated on a proportional basis. For example, if there has been cover for one (1) month, the deduction for the time on risk will be one twelfth of the annual Premium. After six (6) months no return premium will be payable. The Insured will be responsible for cancelling any Direct Debit Mandate (if applicable)

If We pay any claim, in whole or in part, then no refund of Premium will be allowed.

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by You to provide Us with complete and accurate information as We require allows Us to cancel the Policy, sometimes back to its start date and to keep any Premiums paid.



## Claims Procedure

- 8.1. If an event giving rise to a claim under this **Policy** occurs please provide details as soon as practically possible by contacting **Your** broker or the Claims Department

**You** must give **Your Policy** reference. Please note that if medical treatment has been received **You** and/or the **Insured** must obtain medical certificates showing the nature of the injury. All circumstances that are likely to give rise to a claim under this insurance should be notified within 30 days after the occurrence (or as soon as practicably possible thereafter).

## Contracts (Rights of Third Parties) Act 1999

- 11.1. A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Data Protection Act 1998

- 12.1. **You** should understand that any information provided to **Us** regarding **You** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claim, if any, which may necessitate providing such information to third parties.

## Sanction Limitation and Exclusion Clause

- 13.1. **We** shall not provide cover nor shall **We** be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The information presented in this document consists of extracts from master policy wordings for Liability, Indemnity and Personal Accident policies effected by Country Cover Club (C<sup>3</sup>) (Country Cover Limited). This is provided for general information and guidance only.

C<sup>3</sup> members do not have a direct 'Insured to Insurer/Underwriter' relationship with the underwriters of C<sup>3</sup>'s Master Policies. All claims should be notified to C<sup>3</sup> in writing to [claims@ccc3.co.uk](mailto:claims@ccc3.co.uk).

C<sup>3</sup> works closely with our underwriters to constantly improve the Benefits we offer to members and, as such, the Insured Activities list is regularly updated. For a full and up to date Insured Activities list, please refer to the C<sup>3</sup> website.

C<sup>3</sup> offers its members a wide range of benefits, of which insurance is one, for the full selection of benefits available to members please visit the C<sup>3</sup> website.

C<sup>3</sup> reserves the right to add, amend or remove Membership benefits at any time, without prior notice or consultation.

## **Country Cover Ltd**

Admin and Sales Office:  
59 Kimbolton Rd, Higham Ferrers  
Northamptonshire NN10 8DU  
0800 0832 478  
[info@ccc3.co.uk](mailto:info@ccc3.co.uk)  
[www.ccc3.co.uk](http://www.ccc3.co.uk)

Registered Office:  
23 Porters Wood  
St Albans  
Hertfordshire  
AL3 6PQ

Company No. 6581915