

Product Quick Facts

Product Name	Liability
Issuer	Sportscover Europe
Competent Authority	Underwriters at Lloyd's and/or Allianz Global Corporate & Specialty SE
Revision Date	12 April 2022

About this Document

This summary of cover has been prepared to help you to:

- Decide whether this product will meet your needs;
- Compare this product with other products you may be considering.

It sets out a summary of the policy, including significant features and benefits as well as significant and unusual exclusions or limitations

PLEASE NOTE that this is only a summary and does not contain the full terms and conditions of the insurance contract which can be found in the policy wording and your certificate.

About this Issuer

This product is underwritten by Sportscover Europe Limited under an authority from Certain Underwriters at Lloyd's and/or Allianz Global Corporate & Specialty SE

Type of Insurance & Cover

This is a **LIABILITY POLICY** providing the following cover:

1. **Public** giving protection against your legal liability for damages and legal costs arising from accidental injury to members of the public, or accidental damage to their property occurring during the period of insurance;
2. **Products Liability** giving protection against your legal liability for damages and legal costs arising from accidental injury or accidental damage to property resulting from products made or supplied by you occurring during, the period of insurance;
3. **Professional Indemnity** giving protection against claims first made against you and notified to us during the period of insurance alleging your legal liability for damages and legal costs arising from breach of professional duty caused by any negligent act, error or omission by a "qualified person" - see policy definitions;
4. **Employers' Liability** giving protection against your legal liability for damages and legal costs arising from injury to any person employed by you in the course of their employment in your business occurring during, the period of insurance.

for sports clubs and associations.

Significant Features & Benefits

The policy wording is specifically for sports clubs and associations. The actual cover provided is shown in your quotation or certificate. Depending on the cover you request the policy provides for:

All Sections

- ✓ Indemnity to Principal, providing cover to your Principal where required under your contract with them.
- ✓ Indemnity against damages, costs and expenses as described in Section 13 of the Data Protection Act 1998.
- ✓ Member to member cover.
- ✓ Legal defence and court costs.
- ✓ Cover available for landlords, tenants, property owners and organisers of social and fund raising events.

Public & Product Liability

- ✓ Defective Premises and Leased Premises.
- ✓ Pollution arising from a sudden, identifiable, unintended and unexpected incident.
- ✓ Consumer Protection Act and Food Safety Act.
- ✓ Contingent liability (non-owned vehicles).

Professional Indemnity

- ✓ Cover available for coaching activities.
- ✓ Libel and Slander.

Employers' Liability

- ✓ Temporary work overseas for non-manual employees normally residing in the United Kingdom.
- ✓ Unsatisfied court judgments.

Applicable to Public & Products Liability and/or Employers' Liability

- ✓ Legal expenses arising from Health & Safety and Corporate Manslaughter legislation – 1,000,000 GBP limit of indemnity

Significant Limitations

The policy wording is specifically for sports clubs and associations. The actual cover provided is shown in your quotation or certificate. Depending on the cover you request the policy provides for:

All Sections

- ! It is a condition 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

Significant Limitations (Continued)

Employers' Liability

- ! 5,000,000 GBP limit of indemnity for claims arising from Asbestos

Main Exclusions

PLEASE SEE the General Exclusions and the Exclusions to each section of the policy wording for further details.

All Sections

- × Punitive, exemplary or aggravated damages.
- × Liquidated damages, fines or penalties of any kind.
- × Radioactivity.
- × War.
- × Acquired Immune Deficiency Syndrome (AIDS).

Public & Product Liability

- × Participant to participant cover for "Category 4 sports" – see policy definitions.
- × The provision or use of tanning equipment.
- × Ownership or use of any craft or vehicle licensed for road use.
- × Cost of repair, reconditioning, replacement, removal or recalling of any Product.
- × Pollution, other than sudden accidental pollution but excluding the USA & Canada.

Professional Indemnity

- × Claims made or circumstances known before inception.
- × Terrorism.
- × Pollution.

Employers' Liability

- × Liability for bodily injury to an employee where compulsory insurance or security is required by Road Traffic Acts.
- × Work Offshore.

Period of Insurance

The period of insurance coverage will be for 12 months unless shown differently on the quotation or certificate. You will be given at least 21 days notice of the annual expiration date of the policy of the renewal terms.

Cancellation Rights

You will have a period of 14 days from either

- The date you receive your insurance documentation; or
- The start of the Period of Insurance;

Whichever is the latter, to cancel this insurance and receive a full refund. However, if You have made a claim within that time there will be no refund.

Cancellation Rights (Continued)

If you wish to cancel your policy after this time, you must give us 30 days' notice in writing to the address as stated in the policy, and we will issue a refund less a deduction in respect of the time for which you have been covered by this policy and of £25 as an administration charge subject to no claims being made.

We may cancel this policy where there is valid reason by giving you 30 days' notice in writing to your last known address, examples of valid reasons are set out in your policy wording. Any return premium due will depend on there being no claims made.

Important Note


Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.


Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Claims

If you wish to make a claim please contact the Claims Department:

Sportscover Claims Department:

 2nd Floor,
153 Fenchurch Street,
London
EC3M 6BB

 +44 (0)20 7444 1780


 claims@active-risk.com

The information which is required when making a claim is shown in your policy wording.


Dispute Resolution


If you have a complaint please contact us. Our contact details are given at the foot of this summary. We will attempt to resolve your complaint in a timely manner and refer the matter to our internal dispute resolution process and our internal review panel. If your complaint is not dealt with to your satisfaction, you can contact Lloyd's at:

Lloyds' Complaint Department:

 One Lime Street,
London,
EC3M 7HA

 +44 (0)20 7327 5693

 +44 (0)20 7327 5225

 complaints@lloyds.com

Complaints that can not be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Eligibility Criteria

In order to have a complaint considered by the FOS, the complainant must be:


1. A consumer; or
2. A small business at the time the complainant refers the complaint to the firm (with an annual turnover of less than £6.5 million; and employing fewer than 50 person or having a balance sheet total of less than £5 million; or
3. A micro-enterprise (an enterprise that employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million) at the time the complainant refers the complaint to the firm; or
4. A charity which has an annual income of less than £6.5 million at the time the complainant refers the complaint to the respondent; or
5. A trustee of a trust which has a net asset value of less than £5 million at the time the complainant refers the complaint to the respondent; or
6. (in relation to Consumer Buy-to-Let) a CBTL consumer; or
7. A guarantor; i.e., an individual that has given a guarantee or security in respect of an obligation or liability of a micro-enterprise or small business as at the date that the guarantee or security was given.

Financial Services Compensation Scheme

You may be entitled to compensation from the scheme if the insurer cannot meet their obligations, depending on the type of insurance and the circumstance of your claim.

Further information about the scheme is available at:

Financial Services Compensation Scheme:

 10th Floor Beaufort House,
15 St. Botolph Street,
London
EC3A 7QU

 www.fscs.org.uk

Premium Payable

The total premium payable is as per the quotation or schedule provided. Insurance Premium Tax, at the prevailing rate imposed by HM Government, is compulsory and payable in addition to the insurance premium shown. Any policy fees are separately shown on the insurance quotation or schedule.