

Bowls Insurance

club policy overview



passionate expert straightforward ethical

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Insurance

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Allianz Insurance plc is one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We will work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces. You don't have to take our word for it.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Should you need further details or have any questions your insurance adviser will be delighted to help.

Introduction

Important

This is a policy overview only and does not contain the full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Your quote schedule will show the options selected and the sums insured. Full terms and conditions can be found in the policy documents, a copy of which is available on request. Your insurance adviser will be pleased to explain the policy cover in more detail.

What is Bowls Club Insurance?

Your Bowls Club Insurance Policy will cover you for 12 months and is annually renewable. Start and end dates of the Policy are detailed in the Policy Schedule. It is designed to cover the main insurance needs of a bowls club.

The full list of covers are shown below, some of these are optional, please check your schedule to see which apply. The policy is underwritten by Allianz Insurance plc.

Covers Provided:

- Property Damage All Risks
- Deterioration of Stock
- Business Interruption All Risks
- Money
- Theft by Club Official
- Specified All Risks
- Employers Liability, Public and Products Liability or Civil Liability
- Director and Officers Liability (Optional Cover)
- Personal Accident (Optional Cover)
- Legal Expenses
Basic Cover (automatically provided where the Commercial Legal Expenses Section is operative)
Enhanced Cover (Optional Cover)

Explanation of Cover Available:

Property Damage

Insures your buildings, machinery, fixtures and fittings, Maintenance Equipment, Playing Surfaces and your stock.

Commercial All Risks

Fire, Lightning, Explosion, Aircraft, Riot and Civil Commotion, Malicious Persons, Earthquake, Subterranean Fire, Storm, Flood, Escape of Water from any tank apparatus or pipe, Impact, Sprinkler Leakage, Accidental Damage, Theft as a result of someone using force and violence to get into your premises including any damage they cause and Escape of Oil from any fixed heating installation – **all included as standard.**

Subsidence (Optional Cover)

Deterioration of Stock

Insurers for damage to property by deterioration or putrefaction solely and directly due to a rise in fall in temperature and the action of any refrigerant or refrigerant fumes which have escaped from the refrigerant machinery.

Business Interruption

Your business will be interrupted and your revenue reduced if your buildings or contents are damaged or destroyed by Fire or any of the covers given under Property Damage. You will still have to pay expenses such as wages and extra costs to reduce the interference to your business. This policy insures your financial loss.

Basis of cover

Gross Revenue is for businesses supplying a service such as sports and social clubs.

Money

Insures your money for accidental loss or theft at your premises during business hours and overnight and whilst you are taking it to and from your bank or post office.

Includes damage to your safe and theft by your employees which you discover within 15 working days. Also covers you and your employees if you are assaulted and injured whilst carrying your money.

Theft by Club Official

Cover is provided to pay the insured for direct loss of money or goods belonging to the Insured or for which they are legally responsible caused by theft committed during the continuation of this section by any Club Official described in the schedule under this section.

Specified All Risks

Accidental loss or damage to specified items within the UK, EU or worldwide

Terrorism

Cover is provided to pay the insured for damage and or consequential loss occasioned by or happening through or in consequence of an act of terrorism within territorial limits.

Cover under this section is subject to maximum of 12 months from the effective date or any subsequent renewal date of the policy.

Public and Products Liability

Public liability insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by you or your employees while working for you. Cover also includes financial loss resulting from nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Cover applies in the United Kingdom. It also applies elsewhere in the world in respect of work by you or your employees who are working temporarily abroad (restricted to non-manual work in respect of USA/Canada).

You may select the limit of indemnity.

This insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by your products.

You may select the limit of indemnity. Member to Member Liability included.

Directors and Officers Liability

Directors and Officers Liability insurance provides financial protection and therefore peace of mind for directors in terms of their personal liability when managing their company in their capacity as a director.

Under the 1985 and 1989 Companies Acts directors and officers are exposed to over 200 areas of statutory liability. This means that they can face unlimited personal liability for their actions and decisions on behalf of the company. Other legislation (e.g. Companies Act 2006) has further increased such liabilities.

Where a director or officer is alleged to have committed a wrongful act (any actual or alleged breach of duty, trust, neglect, error or omission) in performance of their duties they are exposed to potential liability.

A directors personal assets may be at risk if they are sued - claims can be brought by anyone with an interest in the affairs of the company: regulators, statutory authorities, shareholders, other directors, employees and in the case of insolvency, creditors, liquidators and administrators.

Designed to meet the needs of UK businesses, Allianz Insurance plc is one of the few leading insurers who offers Directors & Officers cover as part of a combined insurance policy.

Employers Liability

Insures your legal liability to pay compensation to employees if they are injured (this means bodily injury, death, disease, illness or shock) whilst working for you. Cover includes your costs and those of your employee.

The policy applies in the United Kingdom and anywhere in the world for employees who live in the United Kingdom and are working temporarily abroad. They must bring any claim in the United Kingdom or any member country of the European Union.

Civil Liability

Civil liability insures your legal liability to pay compensation and claimants' costs and expenses in respect of accidental injury to members of the public, loss of damage to property caused by you or your employees, whilst working in connection to the business.

Cover applies in the United Kingdom. It also applies elsewhere in the world in respect of work by you or your employees who are working temporarily abroad (restricted to non-manual work in respect of USA/Canada).

You may select the limit of indemnity.

This insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by your products.

You may select the limit of indemnity. Member to Member Liability included.

Personal Accident

The cover provides for compensation for an accident which results in death or disablement.

A range of capital sums and weekly benefits can be tailored to meet your needs. A wide range of extensions are automatically added to the base level of cover and a comprehensive range of telephone helplines are included too.

Legal Expenses

Legal Expenses Standard cover is automatically provided where the Legal Expenses Section is operative and includes:

- Legal Expenses cover in respect of legal fees for Criminal Prosecution Defence with a cover limit of £100,000 any one claim
- Lawphone – access to a legal advice helpline to get advice on any commercial legal problem 24 hours a day, 365 days a year
- Allianz Legal Online – access to business support to help you produce legal paperwork in connection with your business.

Enhanced Legal Expenses

- Standard cover plus Damage to Premises, Criminal Prosecution Defence, Licence Protection, Taxation Proceedings, Employment, Contract, Data Protection, Jury Service and Witness Attendance Allowance and Commercial Tenancy Agreements
- The cover in respect of legal fees has a limit of £100,000 any one claim, other than for Jury Service Allowance where the limit is up to £100 per day and £5,000 any one claim.

Covers Available

Property Damage All Risks

Significant Features and Benefits

Cover is provided for loss of or damage to (including theft where appropriate) to buildings, playing surfaces, irrigation systems, floodlights, cups and trophies, stock, other equipment and fixtures/fittings

- **Contents** – cover includes computer records, money up to £25,000 or 15% of sum insured, personal effects of employees and directors up to £1,000 painting, prints and works of art up to £10,000.
- **Inflation Provision** – sums insured are index linked.
- **Services** - cover provided for damage to services including telephone, gas, water and electricity instruments, piping, cabling etc.
- Members Sports equipment with any other clubs premises within United Kingdom for £500 per member and £5,000 any one claim
- Stock seasonal increase during bank holidays of 25% of the sum insured
- Garden Furniture in the open at £5,000 excluding theft cover
- Reimbursement of members' subscriptions as a result of a non-fatal accident or illness for £1,000 per member and £5,000 any one period of insurance
- Costs following cancellation or abandonment of club championships up to £5,000
- Machinery hire charges incurred following damage up to £10,000
- Cups and Trophies anywhere in the United Kingdom up to £5,000
- Goods in Transit anywhere in the United Kingdom up to £2,000
- Contract Works cover up to £100,000
- **Locks and Keys** – covers the cost of replacing locks and keys limit £2,500 any one claim.
- **Metered Utilities** – covers charges incurred as a consequence of damage up to £25,000 any one claim.
- **Exhibitions** – covers property whilst at any exhibition up to £25,000 any one exhibition.
- **Trace and Access** – covers the cost of locating the source of escape of water or fuel oil from any tank, apparatus or pipe and subsequent making good of damage up to £25,000 any one claim.
- **Landscaped Grounds** - covers the cost, up to £25,000 of restoring landscaped grounds to their original appearance following damage at the premises.
- Storm cover for Outdoor Playing Services up to £50,000
- Damage caused by leakage of beers and beverage
- Damage caused by Falling Trees
- **Terrorism** – cover can be extended for an additional charge. For further information contact your insurance adviser.
- **Automatic Reinstatement** – sums insured will not be reduced by the amount of any claim unless we advise you otherwise. This extension will be subject to payment of an additional premium in the event of a claim, and we may require you to implement risk reduction measures.

Significant Exclusions or Limitations (variable upon cover options)

- explosion due to bursting of non domestic steam boilers, or other steam apparatus
- malicious damage, freezing or escape of water or oil in any unoccupied building
- theft or theft damage not involving forcible and violent entry to or exit from the premises, or from open sided or temporary buildings or involving any partner, director, or employee
- theft, storm, weight of snow or flood to fences and gates and movable property in the open
- acts of fraud or dishonesty by any partner, director, or employee
- disappearance, unexplained or inventory shortage or filing or misfiling of information
- frost, wear and tear, gradual deterioration, inherent vice, latent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, marring or scratching
- damage attributable to changes in water table level
- electrical or mechanical breakdown, failure or derangement
- damage to any property resulting from its undergoing any process
- operational error or omission by you or any employee
- damage due to pollution or contamination
- terrorism
- the excess - please refer to your policy schedule

Subsidence

- If operative subsidence cover will exclude:
 - damage to surfaced areas, walls, gates and fences, and various specified items unless the building is also damaged
 - the settlement or movement of made up ground
 - coastal or river erosion
 - defective design or workmanship or the use of defective materials
 - damage which commenced prior to inception of this cover
 - damage as a result of demolition, excavation or other building work
 - a minimum excess of £1,000

Property Damage All Risks continued

Significant Features and Benefits

- **European Union & Public Authorities (and Undamaged Property)** – cover includes the cost of complying with European Union & Public Authorities requirements. Including the costs relating to undamaged portions of the buildings subject to a 15% limit.
- **Removal of Debris** – cover includes the necessary and reasonable costs of removing debris following a loss, including the cost of cleaning, clearing or repairing of drains, sewers gutters.
- **Professional Fees** - cover includes architect's, surveyor's, managing agent's, legal and consulting engineer's professional fees incurred following a loss.
- **Index Linking** – the sum insured will be adjusted to take into account inflation, and will be automatically increased at each renewal date.
- **Fire Extinguishers and Sprinklers** - cost of refilling, recharging risk protection, equipment up to £25,000.
- **Theft Damage to Buildings** – cover for damage to occupied buildings by theft. An excess of £500 will apply to this cover.
- **Leased and Rented Premises** – where as a tenant or lessee you may be legally liable for buildings and fixtures/fittings but which under the terms of the agreement are insured elsewhere. Cover extends to provider difference in conditions or limits over such specific insurance up to £1,000,000.
- **Further Investigation Expenses** – cover includes investigation costs incurred by you with our consent to establish whether buildings adjacent to those damaged are also damaged, up to £5,000.

Significant Exclusions or Limitations (variable upon cover options)

Conditions – Unoccupied Buildings

Unoccupied buildings are not insured unless they are notified to us and specific precautions are taken to inspect and protect the property as specified in the policy.

Theft Cover – Conditions

You must ensure that the premises are kept secure and in a good state of repair. Whenever the premises are closed for business all keys including duplicate keys must be removed from the premises.

Intruder Alarm Condition (if noted on your schedule)

If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.

Deterioration of Stock

Significant Features and Benefits

The cover provides for accidental loss or destruction of or damage to any frozen or refrigerated food in any cold chamber situated at the Premises.

Cover includes:

Damage to Property Insured by deterioration or putrefaction solely and directly due to:

- a a rise or fall in temperature as a result of
 - i damage to or a fault in the refrigeration machinery
 - ii failure of the supply of electricity at the terminal ends of the electricity supply undertakings' service feeders at the Premises
 - iii accidental failure of the electricity installation connecting the refrigerating machinery to the electricity supply undertakings' service feeders at the Premises
- b the action of any refrigerant or refrigerant fumes which have escaped from the refrigeration machinery.

The maximum amount payable for any one claim is:

- the total sum insured as stated in the schedule
- the cost price of frozen or refrigerated food at the time of Damage

Significant Exclusions or Limitations

- The wilful act or neglect of the insured or any partner, director, club official or employee or their family(ies)
- Drought
- Deliberate act of the electrical supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the electricity supply undertakings' system
- Consequential loss of any kind
- The failure of refrigerators or frozen food cabinets which are
 - i over 15 years old
 - ii over 5 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company
 - iii powered by a motor in excess of 2 horsepower
- moths, vermin or insects
- wear and tear, deterioration or gradually developing flaws or defects in refrigeration plant
- damage to frozen or refrigerated food which has passed the date set by the manufacturers for consumption
- the incorrect setting of the thermostats or automatic controls
- faulty packing or stowage, inherent defect or any form of normal trade loss
- any of the Events specified in the Property Damage Section of this Policy.

Business Interruption

Significant Features and Benefits

Cover options are as outlined under the Property Damage Section

The following extensions can be added to if required:

- **Suppliers** – provides for a limit up to £50,000 at unnamed suppliers premises.
- **Contract Sites** – provides a limit up to £100,000 for any one location.
- **Property Stored** – provides a limit up to £100,000 for property stored.
- **Transit** – provides a limit up to £100,000 for property whilst in transit.
- **Exhibition Sites** – provides for a limit up to £25,000 for any one exhibition site.
- **Supply Undertakings** – provides cover arising from damage at the premises of electricity, gas, water or telecommunications services, up to £500,000.
- **Denial of Access** – provides cover should property in the vicinity of the premises be damaged and access is prevented or hindered up to £100,000.
- **Loss of Attraction** - provides cover for loss of attraction due to damage to other property in a 10 mile radius up to a limit of £50,000.
- **Specified Illness** - provides cover for a specified illness at the premises up to a limit of £100,000.
- **Denial of Access Non Damage** - denial of access by actions of a local authority, police authority or other authority in direct response to an Emergency Incident within a 1 mile radius. Provides cover up to a £100,000 limit.
- **Terrorism** – cover can be extended for an additional charge. For further information contact your insurance adviser.
- **Failure of Supply** – cover extends to include interruption of or interference resulting from the accidental failure of supply of electricity, gas, water and telecommunications services. Cover is subject to a number of exclusions and conditions – please refer to the policy wording for details. Cover will exclude damage to any overhead transmission or distributing lines or their supporting structures located over one mile from the premises. Cover also does not apply for the first 4 hours of interference, increased to 12 hours for telecommunications services, which is also limited to a Maximum Indemnity Period of 3 months. A limit of £25,000 applies.
- Loss of revenue due to forfeiture, suspension or withdrawal of the alcohol/liquor licence up to a maximum limit of £100,000, please refer to your Policy Schedule.

Significant Exclusions or Limitations

- exclusions as shown under the Material Damage section, except explosion of a steam boiler or economiser which is covered
- the deliberate act of a supply undertaking of water, gas, electricity, fuel or telecommunications services is excluded
- erasure, loss, distortion or corruption of information on computer systems or other records, programs or software are excluded.

Material Damage Requirement

- Liability must have been admitted under the Property Damage insurance for there to be a Business Interruption claim

Book Debts

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Cover provided for loss of Outstanding Debit balances caused by destruction of or damage to the Insured's Records, books of accounts or other business books.</p> <p>Up to a limit of £150,000</p>	<p>Conditions</p> <ul style="list-style-type: none"> Monthly records must be kept and a copy stored away from your premises

Money

Significant Features and Benefits	Significant Exclusions or Limitations										
<p>Standard Cover includes the following:</p> <ul style="list-style-type: none"> Loss of Money including cash, cheques and vouchers from Premises, in transit, from private dwellings of employees. Cover also provided for money in safes and in gaming or vending machines. Safes and Strong rooms – provides cover for loss or damage as a result of theft or attempted theft of or to safes, strong rooms (£10,000 limit), bags, containers (its value at the time of loss), clothing and personal effects (£500 limit any one person) belonging to you or any partner or employee following assault or violence. Personal Assault Extension – provides compensation in the event of an insured person being injured as a direct result of theft or attempted theft of money involving assault or violence or the threat of assault or violence. The benefits are as follows: <table border="0"> <tr> <td>a) Death</td> <td style="text-align: right;">£25,000</td> </tr> <tr> <td>b) Loss of one or more limbs and/or sight of one or both eyes</td> <td style="text-align: right;">£25,000</td> </tr> <tr> <td>c) Permanent Total Disablement</td> <td style="text-align: right;">£25,000</td> </tr> <tr> <td>d) Temporary Total Disablement - per week (maximum 104 weeks)</td> <td style="text-align: right;">£100</td> </tr> <tr> <td>e) Temporary Partial Disablement - per week (maximum 104 weeks)</td> <td style="text-align: right;">£50</td> </tr> </table>	a) Death	£25,000	b) Loss of one or more limbs and/or sight of one or both eyes	£25,000	c) Permanent Total Disablement	£25,000	d) Temporary Total Disablement - per week (maximum 104 weeks)	£100	e) Temporary Partial Disablement - per week (maximum 104 weeks)	£50	<ul style="list-style-type: none"> loss due to the dishonesty of any partner, director or employee, not discovered within 15 days of its happening damage to any machine that uses coins, notes or tokens loss from any unattended vehicle shortage due to error or omission loss or shortage due to depreciation currency fluctuations consequential loss or damage of any kind or description loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, fraudulent use of a computer or electronic transfer loss resulting from use of any form of payment which proves to be counterfeit false invalid uncollectable irrecoverable for any reason loss insured or insurable under a Fidelity policy terrorism the excess – please refer to your policy schedule <p>Conditions</p> <ul style="list-style-type: none"> Whenever the premises are closed for business the safe keys must be removed from the premises. Money in transit must be accompanied as specified in the policy. <p>Intruder Alarm Conditions (if noted on your schedule) If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.</p>
a) Death	£25,000										
b) Loss of one or more limbs and/or sight of one or both eyes	£25,000										
c) Permanent Total Disablement	£25,000										
d) Temporary Total Disablement - per week (maximum 104 weeks)	£100										
e) Temporary Partial Disablement - per week (maximum 104 weeks)	£50										

Theft by Club Official

Significant Features and Benefits

Standard cover includes the following:

The insurer will pay the insured for direct loss of money or goods belonging to the insured or for which they are legally responsible caused by theft, fraud and dishonesty committed by any club official discovered not later than 24 months after the termination of the Policy or Section

Cover is provided up to a limit of £10,000 for any one claim and in any one period of insurance.

Significant Exclusions or Limitations

- For loss of interest or consequential loss of any kind
- For loss caused by any act of any club official committed prior to the date of acceptance applicable to that employee
- For loss where the insured continues to entrust the defaulting club official with money or goods after becoming aware of any material fact bearing on the honesty of the said club official.
- If there is any change in the nature of the business unless such change is agreed by the insurer in writing
- For any unexplained shortages
- Where the minimum standards of control detailed in the sections conditions have not been maintained

Specified All Risks

Key Features and Benefits

The cover provides for accidental loss or destruction of or damage to specified items within the Territorial Limits of the UK, EU or world-wide.

The maximum amount payable for any one claim is:

- the total sum insured or
- for each item its individual sum insured at the time of damage.

Significant Exclusions or Limitations

- loss due to any person obtaining any property by deception
- frost, wear and tear, gradual deterioration, inherent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, marring or scratching
- electronic, electrical or mechanical breakdown, failure or derangement
- faulty manipulation, design, plan, specification or materials
- pollution or contamination
- consequential loss or market depreciation
- loss or damage outside of the territorial limits - see your policy schedule
- terrorism
- the excess - please refer to your policy schedule
- **Intruder Alarm Conditions (if noted on your schedule)**
If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such system will apply.
- Vehicle security protections must be maintained in working order and set or secured when the vehicle is unattended.

Public and Products Liability

Key Features and Benefits

Limit of Indemnity – £5,000,000 or £10,000,000 – see Policy Schedule. The amount relates to:

- One claim or series of claims arising out of one occurrence
- All claims any one period of insurance arising out of products supplied
- All claims any one period of insurance for pollution or contamination.

Territorial Limits

- the United Kingdom
- in respect of Injury, loss or damage caused by or arising from
 - i. manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
 - ii. non-manual work occurring during any temporary visit or journey to the United States of America or Canada
 by any partner, director or Employee of the Insured normally resident within the United Kingdom
- anywhere in the world in respect of Products

Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim, including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings

Health and Safety at Work - Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974.

Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £750 for each days' attendance
- Employee £250 for each days' attendance

Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the policy schedule which ever is the lower.

Member to Member – indemnity for injury to a member through the actions of another member.

Significant Exclusions or Limitations

- injury to any employee
- loss of or damage to property belonging to you or in your charge or control except premises occupied by you for temporary work
- liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law or any aircraft or water craft other than hand-propelled or sailing craft or those used for business entertainment purposes in inland waters
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- loss or damage to contract works undertaken under a contract or liability under JCT Contract Clause 6.5.1
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- liability arising from exposure to or fear of the consequences of exposure to Asbestos
- Firework or Bonfire display unless the conditions in the policy are complied with
- Cyber Event exclusion
- **Terrorism Cover**
Cover for acts of Terrorism is limited to £5M or the amount stated in the policy schedule which ever is the lower.
- **The Excess**
Please refer to your policy schedule

Civil Liability

Key Features and Benefits

Limit of Indemnity – £5,000,000 or £10,000,000 – see Policy Schedule. The amount related to:

- One claim or series of claims arising out of one occurrence
- All claims any one period of insurance arising out of products supplied
- All claims any one period of insurance for pollution or contamination

Territorial Limits

- The United Kingdom
- In respect of injury, loss or damage caused by or arising from
 - i Manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
 - ii Non-manual work occurring during any temporary visit or journey to the United States of America or Canada

By any partner, director or employee of the insured normally resident within the United Kingdom

- Anywhere in the world in respect of products

Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim, including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings.

Health and Safety at Work – Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974.

Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/Partner £750 for each days attendance
- Employee £250 for each days attendance

Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the policy schedule whichever is the lower.

Professional Liability – errors or omissions in advice given or first aid treatment

Officers and Officials – their personal liability where acting in an official capacity

Defamation – libel and slander arising from club publications or statements

Member to Member – indemnity for injury to a member through the actions of another member.

Significant Exclusions or Limitations

- Injury to any employee
- Loss of our damage to property belonging to you or in your change or control except premises occupied by you for your temporary work
- Liability for loss or damage to good sold, supplied, delivered installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work
- Liability arising out of ownership, possession or use of any mechanically propelled or attached trailer where motor insurance is required by law or any aircraft or water craft other than hand-propelled or sailing craft or those used for business entertainment purposes in inland waters
- Liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- Loss or damage to contract works undertaken under a contract or liability under JCT Clause 6.5.1
- liability arising from exposure to or fear of the consequences of exposure to Asbestos
- Firework or Bonfire display unless the conditions in the policy are complied with
- Fines, penalties or liquidation, aggravated, punitive or exemplary damages
- Cyber Event exclusion

Terrorism Cover

Cover for acts of terrorism is limited to £5m or the amount stated in the policy schedule, whichever is the lower.

The Excess – please refer to your policy schedule

Directors & Officers Liability Insurance

Significant Features and Benefits

- Directors & Officers and company reimbursement cover up to £1,000,000 limit of indemnity on an any one claim basis
- Investigation cover costs
- Company entity liability cover up to £5,000 for each and every claim
- Covers wrongful acts committed after any management buy-out for a period of 45 days
- Discovery period of 45 days automatically
- Past insured person cover for any loss from any claim first made against any past insured person for wrongful acts committed before they voluntarily relinquished such position or cover for any investigation costs in connection with any investigation/self report investigation first made against such past insured person following the expiry date of the period of insurance
- Reputational crisis costs up to £5,000 per circumstance or £5,000 per insured person where more than one insured person named in the claim or circumstance
- Crisis communication consultant briefing session available at no additional charge during the period of insurance

Significant Exclusions or Limitations

- Behaviour arising out of the committing of a dishonest act or the insured person gaining any personal profit to which they were not legally entitled
- Prior claims/circumstances arising out of any claim, investigation or self report investigation first made or commenced prior to inception of the policy or circumstances which have been notified under any other policy providing management liability cover and attaches prior to the inception of this section
- Prior and pending litigation arising out of any legal/arbitral proceedings involving any company or outside entity or any insured person initiated prior to, or pending at the prior/pending litigation date OR any fact, circumstance, situation or event underlying or alleged in such proceeding or alleging or deriving from the same or essentially the same facts regardless of the legal theory upon which the claim against the insured person is predicted
- Trustees arising out of any claim against an insured person in their capacity as a trustee/fiduciary under law or an administrator of any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme of any company or outside entity
- Costs arising out any claim brought by the Insured against another member of the Insured
- Offering of securities during the period of insurance provided that this exclusion shall not apply to debt offerings anywhere in the world
- Competition and restraint of trade arising out of or attributable to violation of any law, rule or regulation relating to competition, activities in restraint of trade, or deceptive acts and practices in trade and commerce
- Securities attributable to the actual or intended private placement or public offering of any securities
- Professional services for the performance or failure to perform professional services for any person or any act, error or omission
- Employment practice wrongful act
- Bodily injury and property damage

Employers Liability

Significant Features and Benefits

Limit of Indemnity – Standard £10m (higher limits may be available on request) in respect of any one claim or series of claims arising out of one occurrence.

Territorial Limits

- The United Kingdom.
- Elsewhere in the world for employees resident in the United Kingdom but temporarily employed elsewhere.

Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings.

Health and Safety at Work - Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974.

Unsatisfied Court Judgements

Covers payment of court judgements obtained by employees against third parties for injury sustained at work, if the judgement remains unsatisfied.

Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £750 for each days' attendance
- Employee £250 for each days' attendance

Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the policy schedule which ever is the lower.

Significant Exclusions or Limitations

- Injury arising from the use of any mechanically propelled vehicle or trailer if cover is required as part of any road traffic legalisation

Personal Accident

Significant Features and Benefits

The policy selected can provide compensation for accidental bodily injury that results in:

- Death
- Permanent Total Disablement
- Loss of Limb
- Loss of Hearing
- Loss of Sight
- Loss of Internal Organ
- Loss of Speech
- Temporary Total Disablement
- Temporary Partial Disablement

Extensions of cover:

- Rehabilitation and Retraining Expenses
- Visitors Benefit
- Hospitalisation Benefit
- Assault Injury Enhanced Benefit
- Temporary Replacement Staff Cost
- First Aid Expenses
- Broken Bones Benefit

Significant Exclusions or Limitations

The policy does not cover injury arising from:

- Suicide or self injury
- Drugs or Alcoholism
- Participation in off-piste winter sports
- Sickness or disease
- Radioactive contamination
- Service in the armed forces
- Flying as a member of the aircraft crew
- War within Europe in which any of the major powers are involved, or UN enforcement action

Up to £3,000 to pay for rehabilitation and retraining costs in the event of an Insured Person suffering Permanent Total Disablement

£2,500 per visitor if they sustain accidental bodily injury whilst on your premises up to a maximum of £3,000 any one claim

£50 per day if hospitalisation and/or convalescence occurs as a result of accidental bodily injury up to a maximum of £2,000

An additional 10% of the benefits covered if an Insured Person sustains accidental bodily injury as a result of an assault up to a maximum amount of £2,500

An additional £1,000, following payment of the death benefit, towards reasonable additional costs incurred in conducting the business

Up to:

- 15% of the capital sum benefit covered
- 30% of the weekly benefit covered

Maximum benefit payable £15,000 any one insured person

Up to £500 to pay per person as a result of fractures of one or more of the bones below:

- Arm (Humerus, Radius, Ulna) or Wrist (Carpals)
- Leg (Femur, Tibia, Fibula) Ankle (Tarsals) or Kneecap (Patella)
- Back (Cervical Spine, Thoracic spine, Lumbar Spine, Sacrum or Coccyx)

Legal Expenses – Basic

Significant Features and Benefits

14.1 Damage to Premises

- Cover up to £100,000 for any one claim in respect of your legal costs if legal action is taken in a dispute relating to:

Physical damage caused to your business premises resulting in proven financial loss to you.

14.2 Criminal Prosecution Defence

- Cover up to £100,000 for any one claim in respect of your legal costs to defend your legal rights after an event, which arises out of your normal business activities and results in criminal proceedings being brought against you.

14.3 Licence Protection

Cover up to £100,000 any one claim for defending the withdrawal, restriction or suspension of your business licence

14.4 Taxation proceedings

- Cover up to £100,000 for any one claim in respect of your legal costs in an appeal against any terms and conditions put on you by HM Revenue and Customs after finishing a Full Enquiry into your most recent business accounts or returns for the following:
 - PAYE tax arrangements
 - Business tax arrangements
 - VAT arrangements

14.5 Commercial Tenancy Agreement

Cover up to £100,000 to pursue your legal rights in a dispute relating to Property that your business occupies.

Significant Exclusions or Limitations

- The first £100 of any one claim.
 - Disputes relating to mining or other subsidence or heave.
 - Disputes relating to rent or service charges, tax, planning or buildings regulations or decisions.
 - Disputes arising out of a contract you have with another person or organisation.
 - Disputes relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.
-
- The first £100 of any one claim.
 - The defence of a prosecution relating to:
 - Taxation proceedings;
 - Allegations of fraud, theft or violence;
 - The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans.
 - Pollution.
-
- The first £500 of any one claim.
 - Hearings arising out of any commercial decision made by you.
 - The first application for, or standard renewal of, the licence.
 - Anything to do with drug offences, under age drinking or sexual indecency.
-
- The first £100 of any one claim.
 - Any costs to do with the normal reconciliation of your annual accounts and VAT returns.
 - Taxation proceedings which arise out of deliberate or reckless or careless misstatements by the insured in returns or submissions made to the relevant authorities.
 - Taxation proceedings which arise out of a failure to observe statutory time limits or requirements.
 - The defence of any criminal prosecution
 - Any appeal following an Investigation by the Special Compliance Office of HM Revenue and Customs or the Special Investigations Section of HM Revenue and Customs.
 - Any Aspect enquiry by HM Revenue and Customs
 - Any IR35 by HM Revenue and Customs.
-
- The first £100 of any one claim.
 - Any disputes over rent or service charges.
 - Any dispute relating to the renewal of a lease or tenancy agreements

Legal Expenses – Enhanced Cover

Significant Features and Benefits

15.1 Damage to Premises

- Cover up to £100,000 for any one claim in respect of your legal costs if legal action is taken in a dispute relating to:

Physical damage caused to your business premises resulting in proven financial loss to you.

15.2 Criminal Prosecution Defence

- Cover up to £100,000 for any one claim in respect of your legal costs to defend your legal rights after an event, which arises out of your normal business activities and results in criminal proceedings being brought against you.

15.3 Licence Protection

Cover up to £100,000 any one claim for defending the withdrawal, restriction or suspension of your business licence

15.4 Taxation proceedings

- Cover up to £100,000 for any one claim in respect of your legal costs in an appeal against any terms and conditions put on you by HM Revenue and Customs after finishing a Full Enquiry into your most recent business accounts or returns for the following:
 - PAYE tax arrangements
 - Business tax arrangements
 - VAT arrangements

15.5 Employment

- Cover up to £100,000 for any one claim in respect of your legal costs to defend your legal rights in a dispute in an Employment Tribunal with a previous, present or prospective Employee and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.
- We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement.

Significant Exclusions or Limitations

- The first £100 of any one claim.
- Disputes relating to mining or other subsidence or heave.
- Disputes relating to rent or service charges, tax, planning or buildings regulations or decisions.
- Disputes arising out of a contract you have with another person or organisation.
- Disputes relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.

- The first £100 of any one claim.
- The defence of a prosecution relating to:
 - Taxation proceedings;
 - Allegations of fraud, theft or violence;
 - The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans.
 - Pollution.

The first £500 of any one claim.

Hearings arising out of any commercial decision made by you.

The first application for, or standard renewal of, the licence.

Anything to do with drug offences, under age drinking or sexual indecency.

- The first £100 of any one claim.
- Any costs to do with the normal reconciliation of your annual accounts and VAT returns.
- Taxation proceedings which arise out of deliberate or reckless or careless misstatements by the insured in returns or submissions made to the relevant authorities.
- Taxation proceedings which arise out of a failure to observe statutory time limits or requirements.
- The defence of any criminal prosecution
- Any appeal following an Investigation by the Special Compliance Office of HM Revenue and Customs or the Special Investigations Section of HM Revenue and Customs.
- Any Aspect enquiry by HM Revenue and Customs
- Any IR35 by HM Revenue and Customs.

- The first £500 of any one claim.
- Any dispute regarding an Event which happens within the first three months of the date this section starts.
- Claims where you have not sought and followed the advice of the Lawphone Legal Helpline before making any changes to an Employees contract of employment or taking any disciplinary action against an Employee.
- Any dispute with an Employee that you have given a verbal or written warning to in the six months leading up to the date this policy starts.

Legal Expenses – Enhanced Cover continued

Significant Features and Benefits

15.6 Contract

Cover up to £50,000 for any one claim to enable you to take legal action or defend yourself in a dispute with a manufacturer or supplier or customer in respect of a contract for the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service. Provided that:

- a the goods or services in question are supplied in connection with your Business; and
- b the amount in dispute is more than £5,000, other than a dispute where you are pursuing a claim in respect of the construction alteration or repair of any building, or part of that building, or structure when the amount in dispute must be more than £25,000.

15.7 Data Protection

- Cover up to £100,000 for any one claim in respect of your legal costs to:
- Defend you in a dispute relating to the Data Protection Act 1998.
- Appeal against a refusal of an application for registration or alteration of your registered particulars.
- Appeal against an Enforcement, De-registration or Transfer Prohibition Notice.
- Pay compensation awards against you relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation.

15.8 Jury Service Allowance

- Cover up to £5,000 for any one claim in respect of the salary or wages of an employee that you cannot get back from the court if that employee has to go to court for jury service

15.9 Commercial Tenancy Agreement

Cover up to £100,000 to pursue your legal rights in a dispute relating to Property that your business occupies.

Significant Exclusions or Limitations

- Any dispute arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
- Any dispute arising from any industrial dispute, industrial or labour arbitration or collective bargaining agreements
- The first £500 in respect of any one claim
- any dispute which occurs within the first three months of the start of the first Period of Insurance. This will not apply if you had cover which is equivalent to that provided under this Section under another legal expenses policy up to the start of the first Period of Insurance.
- the recovery of money and interest due from another party other than a dispute where the other party has indicated an intention to defend the claim and that party has a realistic chance of defending the claim.
- any dispute where a claim is brought against you caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure
- any dispute relating to computer hardware, software, systems or services.
- any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
- any dispute relating to your legal right to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land.
- any dispute relating to the ownership, possession, hiring or use of motor vehicles.
- The first £100 of any one claim.
- Any prosecution where you are accused of fraud or theft.
- Any dispute relating to your failure to register as a Data Controller.
- Any dispute relating to your failure to comply with legislation concerning the processing of Sensitive Personal Data.
- Limit of £100 per day applies.
- The first £100 of any one claim.
- Any disputes over rent or service charges.
- Any dispute relating to the renewal of a lease or tenancy agreements

Legal Expenses – applicable to both levels of cover

Significant Features and Benefits

Additional Benefits

Lawphone

- Access to Lawphone to give advice, 24 hours a day, 365 days a year, on any business legal matter. We may record the calls to protect you.

Significant Exclusions or Limitations

Advice is only available over the telephone.

This service is only available on the internet.

Section Exclusions

- Legal Expenses incurred without the insurers written consent.
- Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance incurred before the Insurers written Consent and acceptance of a Claim.
- Claims which do not arise from or relate to the Business, other than Jury Service Allowance.
- Claims by the Insured Person in respect of any event occurring prior to or existing at inception or on or after renewal of this Section which they knew, or ought reasonably to have known about.
- Claims the Insured fail to notify to the Insurer within 6 months of the first occurrence that gives rise to the claim.
- Claims arising out of a deliberate or reckless act by the Insured Person or where they have failed to take reasonable steps to avoid, prevent or limit a loss.
- Any Claim where in the insurers opinion there are no Reasonable Prospects of a Satisfactory Outcome.
- Fines or other penalties imposed by a court, tribunal or regulator.
- Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- Any VAT attaching to Legal Expenses incurred with the Insurer's consent which is recoverable by the Insured Person from elsewhere.

Additional Information

Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the Policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You or anyone claiming under this policy must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission.

Notifying a Claim

(not applicable to Commercial Legal Expenses Section claims)

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance adviser (or alternatively you can contact us at one of our claims handling offices):
 - promptly, if an incident occurs that may lead to you making a claim
 - immediately, in the event of a serious accident, loss or damage
 - please provide your policy number and as much information as possible about the claim

Claims under this Policy should be notified via the Sutton Winson Reporting Line on 0345 604 9752.

Allianz Claims Handling Office Telephone Numbers

For Property Damage claims

Tel: 0344 412 9988

For Liability and Accident claims

Tel: 0344 893 9500

Lines are open from 9am to 5pm Monday to Friday.

Outside our normal opening hours contact us on our 24-hour claim notification line –

Tel: 0345 604 9824

For Medical Emergency whilst overseas –

Tel: +44 (0) 208 763 4810

Allianz addresses for claims correspondence

For all claims, other than Engineering claims:

Claims Division

Allianz Insurance plc

PO Box 10509

51 Saffron Road

Wigston

LE18 9FP

Additional Information continued

Commercial Legal Expenses Claims

If you need to make a claim under this section the following claims handling office should be used:

Allianz Legal Protection

2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW
Tel: 0370 241 4140

Lines are open 24 hours a day, 365 days a year.

Cancellation Rights

The policy may be cancelled at your request however you will not be entitled to a return premium. To cancel the policy, please contact the insurance adviser who arranged the policy.

How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Alternatively:
Phone: 01483 552438
Email: accsm@allianz.co.uk

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online.

If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: accsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Full details of our complaints procedure will be found in the policy documentation.

Additional Information continued

Would I receive compensation if Allianz is unable to meet its liabilities?

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet its liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Policy Limits

Higher limits may be available on request. Please ask your insurance adviser for details.

Law Applicable & Policy Language

Unless agreed otherwise by the Insurer:

- a the language of the Policy and all communications relating to it will be English;
- and,
- b all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

Terrorism Cover

In addition to the cover automatically provided, the policy (except for the Commercial Legal Expenses Section) can be extended to provide Terrorism cover for an additional charge. For further information contact your insurance advisor.

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Underwritten by **Allianz** 

Allianz Insurance plc. Registered in England number 84638.

Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.

sports@swib.co.uk
www.suttonwinson.com

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Registered in England No. 546706

Registered office: St James House, Grosvenor Rd, Twickenham, Middlesex TW1 4AJ

Sutton Winson Ltd is authorised and regulated by the Financial Conduct Authority No. 310883