



Nelson Sport and Leisure Summary of Cover

Sport & Social Club Insurance Policy Summary

This policy summary provides an overview of cover for the Sports & Social Club Insurance Policy. It does not include the full terms and conditions of the policy, which can be found in the policy wording. Please ensure that you read the policy wording and fully understand the terms and conditions. This policy provides cover for your legal liabilities following acceptance of the statement of fact and payment of the premium or agreement to pay the premium.

The Sports & Social Club Insurance Policy is underwritten by Certain Underwriters at Lloyd's and will run for 12 months or as shown in the Schedule

Section 1 – Property Damage

This policy can provide cover for Loss or Damage to Property at the premises caused by the following Defined Perils if operative, as described fully in the policy wording:

Fire and/or Lightning	Explosion	Aircraft	Theft	Malicious Damage
Flood	Impact	Escape of Water	Storm	Earthquake
Accidental Damage	Subsidence	Riot	Sprinkler Leakage	

Principal Extensions (refer to Policy Wording for full coverage details)

- Goal Post, Netting, Pitch Covers, Portable Scoreboards and Sightscreens cover in the open - £2,500 any one claim
- Architects' and Other Fees - £50,000 in the aggregate
- Capital Additions – 10% of Sum Insured or £500,000 in the aggregate, whichever is less
- Clothing or Personal Effects - £1,500 any one person and £10,000 any one claim
- Contract Price
- Contract Works – Where contract price is under £100,000
- Debris Removal
- Deterioration of Stock £2,500 any one loss or as per schedule
- European Union and Public Authorities - £250,000 in the aggregate
- Emergency Services Damage - £10,000 any one period of insurance
- Fire extinguishment expenses - £25,000 any one period of insurance
- Garden Furniture - £1,000 per item and £2,500 any one claim
- Playing Surfaces - £20,000 as standard, increase can be quoted upon request
- Landscaping Costs – £10,000 in the aggregate
- Metered Water - £10,000 in the aggregate
- Non-Negligent third party Property Damage - £1,000 any one occurrence and £5,000 any one period of insurance
- Plate Glass
- Property in the Open - £5,000 any one item and £20,000 in the aggregate
- Replacement Locks - £1,000 any one loss
- Seasonal Increase – 50% for defined months
- Temporary Removal – 25% of Sum Insured or £50,000 whichever is less
- Trace and Access - £10,000 any one period of insurance

Principal Exclusions and Limitations (See Policy Wording for full coverage details)

- The Deductible
- Change in the water table

- Frost, Corrosion or change in temperature
- Faulty or defective workmanship, operational error or omission
- Joint and nipple leakage, failure of welds, cracking, fracturing
- Collapse or overheating of boilers, economisers, super heaters, pressure vessels of any range of steam, and feed piping
- Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- Mechanical or electrical breakdown or failure or derangement
- Acts of fraud or dishonesty
- Disappearance or unexplained
- Movable property in the open (other than to the extent provided by Property In The Open Extension), fences and gates caused by wind, rain, hail, sleet, snow, flood or dust;

Special Conditions (See Policy Wording for full details)

- Designation
- Reinstatement Basis of Payment
- Day One Basis
- Reinstatement of Loss
- Rent
- Unoccupied Buildings

Section 2 – Business Interruption

Our Business Interruption section covers the financial interruption or interference with the Business as a result of Damage caused by an event insured under section 1 of the policy.

Principal Extensions (refer to Policy Wording for full coverage details)

- Denial of Access - £100,000 any one event or 15% of the limit of liability whichever is less
- Failure of Utility Supply - £25,000 any one occurrence
- Exhibitions – 5% of the limit of liability or £10,000 whichever is less
- Infectious Disease, Murder or Suicide, Food or Drink or Poisoning - £100,000 any one claim and £250,000 any one period of insurance
- Payroll
- Increase in Cost of Working - £10,000 as standard
- Automatic Reinstatement

Principal Exclusions and Limitations (See Policy Wording for full coverage details)

- Consequential Loss of any kind or description other than if Rent is included in the cover
- The exclusions and limitations referred to in the Property Damage Section
- any costs incurred in cleaning, repair, replacement, recall or checking of property

Special Conditions (See Policy Wording for full details)

- Standing Charges
- Alternative Premises
- Department Clause

Section 3 – Loss of Licence

This Section covers you for the depreciation of the value of your interest in the premises as a result of a loss of licence from causes beyond your control

Principal Exclusions and Limitations (See Policy Wording for full coverage details)

- where the forfeiture or refusal to renew the licence directly or indirectly arises from any town or country planning improvement or redevelopment or redistribution of licences
- arising from any alteration in the law affecting the grant, surrender, compulsory purchase, forfeiture or refusal to renew any licence
- where there is less than the minimum number of members required by law
- if the Insured shall be entitled to obtain compensation under the provision of any Act of Parliament

Special Conditions (See Policy Wording for full details)

- ensure all necessary licenses, visas and permits are obtained and are current
- all contractual arrangements have been confirmed in writing by the Insured
- undertake to do everything in his ability to avoid or diminish a loss under this Section
- in the event of a Loss of Club Premises Licence that the Insured must inform Underwriters in writing within 24 hours.

Section 4 – Goods in Transit

If any of the Property Insured referred to below be accidentally lost, destroyed or damaged whilst in Transit within the Territorial Limits during the Period of Insurance Underwriters will pay to the Insured the value of the Property Insured at the time of its loss or destruction or the amount of the Damage or at the option of the Underwriters reinstate or replace such Property or any part of it

Principal Extensions (refer to Policy Wording for full coverage details)

- Additional Expenses - £1,500 any one event
- Employees' Effects - £1,000 any one employee, any one event
- Ropes/Sheets - £1,500 any one event
- Tools - £1,000 any one period of insurance

Principal Exclusions and Limitations (See Policy Wording for full coverage details)

- The deductible
- Breakage of clocks, scientific instruments, china, glass, marble, earthenware, articles of value
- Denting, bruising or scratching of furniture
- Damage caused by or in respect of goods detailed in the Special Classification of Explosives and other Dangerous Goods
- Damage caused by or consisting of wear, tear, latent defect or inherent vice
- Damage caused by or consisting of moth, vermin, insects, damp, mildew, rust
- Damage caused by leakage or spillage, pollution, contamination, deterioration, depreciation, mechanical or electrical breakdown or derangement
- Damage due to inadequate packing or protection
- Damage to goods carried in Open sided/curtained vehicles

Special Conditions (See Policy Wording for full details)

- Reasonable Precautions
- Vehicle Security

Section 5 – Money and Assault

In the event of Money belonging to the Insured or for which the Insured is responsible being accidentally lost, destroyed or damaged, or an Insured Person being assaulted then the Underwriters

will pay the Insured the value of Money so lost, destroyed or damaged or compensation for Assault

- Clothing or Personal Effects - £500 limit
- On the premises during working hours or in transit
- Kept in safe or strong room out of working hours - £2,000 in unspecified safe or as agreed
- Whilst in the residence of any principal or authorized employee of the insured - £500
- In gaming Machines - £750 any one loss
- Crossed cheques, crossed postal orders, crossed money orders, bankers drafts, credit cards, stamped National Insurance cards

Principal Extensions (refer to Policy Wording for full coverage details)

- Death - £15,000
- Loss of eye or limb - £15,000
- Permanent Total Disablement - £15,000
- Temporary Total Disablement (per week) £150
- Temporary partial disablement (per week) £100

Principal Exclusions and Limitations (See Policy Wording for full coverage details)

- The deductible
- Any loss not discovered within 14 days of its occurrence
- Any loss due to any error or omission
- Loss of money from an unattended vehicle

Special Conditions (See Policy Wording for full details)

- keys of any safes containing Money are removed from the Premises out of Business Hours and held by designated key holders
- If the premises are occupied by the Insured or an authorised Employee the keys will be kept in a secure place away from any safe or strong room
- Money in transit condition/Warranty
- the Insured Person is attended by a duly qualified medical practitioner as soon as possible after the happening of any event

Section 6 – Fidelity

The Underwriters will indemnify the Insured for loss of Money or goods belonging to the Insured or for which they are legally responsible caused by any act of Theft (as defined in Section 1) committed during the Period of Insurance by an Employee normally resident within the Territorial Limits and discovered not later than 6 months after act or acts of fraud or dishonesty are committed.

Principal Extensions (refer to Policy Wording for full coverage details)

- Non Contribution – Legal Liability
- Previous Insurance

Principal Exclusions and Limitations (See Policy Wording for full coverage details)

- The deductible
- 6 month discovery period
- The limit of liability stated in the schedule
- Loss of interest or consequential loss of any kind

Special Conditions (See Policy Wording for full details)

- Stocktaking

- Statement of Account
 - References
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Section 7 – Employers Liability

Underwriters agree to indemnify the Insured for all sums that the Insured will become legally liable to pay as damages, including claimant costs and expenses recoverable from the Insured, arising out of Injury caused during the Period of Insurance and sustained by an Employee in the course of employment by the Insured in the Business

Principal Extensions (refer to Policy Wording for full coverage details)

- Contractual Liability
- Cross Liability
- Medical Treatment
- Offshore Activities
- Unsatisfied Court Judgements
- Health and Safety At Work Corporate Manslaughter Defence Costs up to £1,000,000 any one claim
- Compensation for Court Attendance - £500 any principal director or partner, £250 any other insured party

Principal Exclusions and Limitations (See Policy Wording for full coverage details)

- Employment Practices Dispute
- Fines and Penalties
- Nuclear hazards
- Road Traffic Legislation
- Workman's Compensation or Social Security Payment

Special Conditions (See Policy Wording for full details)

- Conflict of Interest
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Section 8 – Public and Products Liability

The Underwriters agree to indemnify the Insured by the terms of this Section against legal liability to pay damages, including claimant costs and expenses recoverable from the Insured, as a result of Bodily Injury, Damage or Denial of Access that occurs during the Period of Insurance and arises out of and in connection with the Business. In addition, following any event which is or may be the subject of indemnity under this Section the Underwriters agree to indemnify the Insured for Costs and Expenses

Principal Extensions (refer to Policy Wording for full coverage details)

- Bona Fide Sub-Contractors
- Cross Liabilities
- Indemnity to Other Parties Act
- Motor Contingent Liability
- Non Negligent Damage
- Overseas Liability
- Products
- Health & Safety at work Corporate Manslaughter Defence costs up to £1,000,000 any one claim

Principal Exclusions and Limitations (See Policy Wording for full coverage details)

- The deductible

- Advice, Design or Plans Provided for a Fee
- Asbestos
- Costs and Expenses arising from a Deliberate Act
- Costs or Recall or Guarantee
- Employment Practices Dispute
- Gradual Environmental Impairment
- Legionella
- Liquidated Damages
- Participant to Participant Liability
- Sexual Abuse

Special Conditions (See Policy Wording for full details)

- Inflatable Devices
- Inspection of Public Areas

Section 9 Directors' & Officers Liability

The Underwriter will pay on behalf of:

- A) the Insured all Loss that the Insured is legally liable to pay;
- B) the Company any such Loss that the Company is legally required or permitted to pay the Insured as advancement or indemnity under any applicable company law or agreement;

for a Claim against the Insured for a Wrongful Act provided that the Claim is first made against the Insured during the Period of Insurance or Discovery Period.

Principal Extensions (refer to Policy Wording for full coverage details)

- Automatic Acquisition Cover
- Takeovers and Mergers

Principal Exclusions and Limitations (See Policy Wording for full coverage details)

- Prior and Pending Litigation
- Known Claim or Circumstance
- Dishonest, Fraudulent or Criminal Acts

Special Conditions (See Policy Wording for full details)

- Contracts (Rights of Third Parties) Act
- Duty to Co-operate
- Underwriter Entitled to Defend

Section 10 Legal Expenses

This section is underwritten by Brit Syndicate 2987 at Lloyd's and administered by ARAG plc. The Underwriter agrees to pay legal costs & expenses up to £100,000 for all claims, originating from the same insured event, that are made in the Period of Insurance.

Insured events.

- Defending you at tribunal or court if you have a dispute with an employee or ex-employee.
- Employment Compensation Awards.
- Pursuing or defending claims that arise from breach of a restrictive covenant in an employment contract..
- Accountancy fees to represent you if HMRC make an enquiry into your tax affairs or if you have a dispute about regulations such as VAT, PAYE, Social Security or National Insurance
- Legal defence costs for police interview and criminal prosecutions including motoring

offences.

- Pursuing claims following property damage, public nuisance or trespass.
- Compliance & Regulation – Legal costs to represent you: at a regulatory hearing; following an alleged breach of Data Protection Act; or to appeal against a statutory notice issued against your business.
- Statutory licence appeals.
- Cover for lost wages or salary that cannot otherwise be recovered if your employees are required to attend court by the appointed advisor or to perform jury service.
- Legal costs if your employees are accused of unlawful discrimination or wish to pursue a personal injury claim.
- Costs of public relations support if something happens that could damage your business's reputation.
- Contractual disputes and debt recovery.

Principal Exclusions and Limitations (See Policy Wording for full coverage details)

- There must be at least a 51% chance that your claim will be successful
- Costs incurred without ARAG's consent are not covered.

Complaints Procedure

Our aim is at all times to provide a first class standard of service. However, there may be occasions when you feel that this objective has not been achieved. Should you have any query or complaint regarding this Insurance, please quote the Certificate Number or Claim Number.

In the first instance please contact your broker

If you are not satisfied then you can write giving us full details of your complaint to:

The Compliance Officer, Syndicate 1110 @ Lloyd's' Level 7, 3 Minster Court Mincing Lane London EC3R 7DD

If your complaint concerns Section 10, Legal Expenses please direct it to the Customer Relations Department at ARAG plc. You can contact ARAG by phone 0117 917 1561, by e-mail customerrelations@arag.co.uk or write to ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

If, following our review, you wish to ask Lloyd's to investigate your complaint.

Lloyd's will then conduct a full investigation of your complaint and provide you with a written final response

You may do so by contacting:

Policyholder and Market Assistance (PAMA)

Lloyd's

Fidentia House, Walter Burke Way,

Chatham Maritime

Kent ME4 4RN

Email: complaints@lloyds.com

Telephone +44 (0) 20 7327 5693

Fax +44 (0) 20 7327 5225

www.lloyds.com/complaints

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel 0800 023 4567 (free from a landline) or 0300 123 9123 (charged at the same rate as 01 and 02 number on mobile phone tariffs). www.financial-ombudsman.org.uk. This complaints procedure is without prejudice to the insured practice's right to take legal proceedings.

Financial Services Compensation Scheme

Underwriters are covered by the Financial Services Compensation Scheme. Compensation may be available

from the Scheme if the insurer is unable to meet its obligations under this contract. Further information can be obtained from the Financial Services Compensation Scheme on 0800 678 1100 (free from a landline) or 020 7741 4100 or visit their website at www.fscs.org.uk.

Data Protection Notice

Underwriter's holds data in accordance with the Data Protection Act of 1998. Data may be passed to other organisations who supply products and services associated with this contract of insurance. The Underwriters may share information you give us with other organisations and public bodies, including the Police in order to verify information or to prevent and detect fraud.

You may be entitled to compensation from the FSCS.

Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme

7th Floor

Portsocken House

London

E1 8BN

Tel: 0800 678 1100 / 020 7741 4100

Fax: 020 7892 7301

Email complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect your right to take legal proceedings