



## Policy Summary

# Combined Sport & Leisure Insurance (UK)

# Leisure Insure®

### LeisureInsure LLP

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The information provided in this policy summary is key information which you should read.

This policy summary does not contain the full terms and conditions of the policy, which can be found in the policy document. It does include the more significant or unusual benefits and exclusions under each Section of the policy.

## **1. Insurer**

This policy is underwritten by Catlin Insurance Company (UK) Ltd. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

## **2. Type of Insurance and Duration**

This is a Combined Sport & Leisure Insurance policy and will run between the dates shown in the Schedule as the period of insurance.

## **3. Coverage Sections**

The policy provides cover subject to its full terms and conditions for: loss or damage to your property; interruption to your business; liability incurred by you and your trustees and committee members; and injury to your trustees and committee members. The cover is provided under four (4) Sections (Material Damage, Business Interruption, Liability and Trustees Personal Accident) on a selective basis, depending on those Sections activated by you, as follows:

### **(A) Material Damage Section**

Cover for damage to your property based on the following Specifications (Clause 5.2) selected by you.

- (a) Buildings – standard construction buildings at the premises including fixtures and fittings, glass up to £100,000 or 10% of the sum insured, whichever is the lesser, and the replacement of keys and lock mechanisms following theft up to £1,000.
- (b) Ancillary Buildings – non-standard construction buildings at the premises including fixtures and fittings.
- (c) Sport and Leisure Fixtures and Fittings – fixed floodlights, perimeter railings, dugouts, scoreboards, sightcreens and fixed posts and goals at the premises.
- (d) Playing Surfaces – natural or artificial playing surfaces at the premises, including those enclosed within a building or ancillary building.
- (e) Portable Equipment – sport and leisure activity equipment and other portable equipment (including computers, video cameras, watches and mobile telephones) used by you in connection with your business at the premises or temporarily elsewhere within the territory shown in the Schedule.
- (f) Cups, Trophies and Memorabilia – cups, trophies, medals and sports memorabilia at the premises or elsewhere within the territory shown in the Schedule with your permission.
- (g) Machinery and Plant – machinery, plant and other equipment at the premises for use in the course of your business. Cover extends to include property elsewhere (within the United Kingdom) for the purposes of repair, servicing or renovation up to thirty (30) days including transit. Cover further extends to include safes, strongrooms and franking machines and the replacement of keys and lock mechanisms following theft up to £1,000.
- (h) Stock – stock and materials in trade whether finished or unfinished or in the process of manufacture or treatment at the premises in the course of your business.

- (i) Frozen or Refrigerated Goods – frozen or refrigerated goods contained inside any freezing or chilling equipment, room or store.
- (j) Miscellaneous Contents – contents whilst in or on the premises not included in any other specification.
- (k) Property in Transit – property included in any other specification in the course of transit (within the territory stated in the Schedule) outside the confines of the premises.
- (l) Money – money (within the United Kingdom) whilst at the premises, in transit, in night safe and at private residences. Cover extends to include the replacement of keys and lock mechanisms following theft up to £1,000 and the fraudulent use of credit or charge cards up to £250.
- (m) Personal Assault – compensation for injury sustained (within the United Kingdom) in the course of the business as a result of assault for the purpose of theft or attempted theft.
- (n) Glass – all fixed glass and sanitary ware in standard construction buildings at the premises in respect of which cover under the Buildings Specification has not been purchased.
- (o) Loss of Licence – the depreciation in value of your interest in the premises arising solely and directly from the withdrawal of, suspension of or refusal to renew by the relevant licensing authority any licence held by you to supply alcohol or provide entertainment at the premises, and the cost of any appeal to have the licence reinstated.
- (p) Rent Payable – sums that you are legally liable to pay as rent for the premises provided the premises are unfit for occupation due to damage.

Unless otherwise stated in the policy, the basis of valuation (Clause 5.3) is on a cost of repair, replacement, rebuilding or reinstatement basis, whichever is the less. Instances where a different basis applies include:

- (i) Sport and/or Leisure Activity Equipment and Groundsmen's Machinery – in the case of sport and/or leisure activity equipment and groundsmen's machinery more than 12 months old, the market value at the time of damage.
- (ii) Cups, Trophies and Memorabilia – the agreed value for that item if stated in the Schedule.
- (iii) Money – the value of money at the time of its loss.
- (iv) Personal Assault – the compensation stated in the Schedule.
- (v) Glass – reinstatement including the costs of necessary boarding up, security services pending replacement and the repair or replacement of frames, framework security fittings and alarm foil.
- (vi) Loss of Licence – depreciation in the value of your interest in the premises.
- (vii) Property not Repaired, Replaced, Rebuilt or Reinstated – the lesser of the cost of repair, replacement, rebuilding or reinstatement after deduction for wear, tear and obsolescence.
- (viii) Property due for Demolition – the increase in the cost of demolition.
- (ix) Property offered for Sale – the lesser of the sale price or the cost of repair, replacement, rebuilding or reinstatement.

In the case of buildings, the basis of valuation includes the demolition of existing structures, debris removal, compliance with regulations, drain clearance, under and over ground services and trace and access following water damage up to 25% of the total reinstatement cost.

The basis of cover is all risks (Clause 5.4) being damage from any cause with stated exclusions including for example loss by simple or mysterious disappearance or inventory shortage, theft other than by forcible and violent means, damage to an item being repaired or worked upon, pollution (other than a sudden pollution event occurring in its entirety during the period of insurance), hot works (for example the use of blow torches) and mould.

There are extensions to coverage (Clause 5.5) for the restoration or reproduction of electronic data (up to £15,000), and loss prevention expenses incurred to protect property which is damaged or is in imminent danger of damage.

The Section is subject to certain conditions (Clause 5.6), including:

- (1) Underinsurance – separately applied to each Specification.
- (2) Capital Additions – up to £250,000 on the Buildings and Machinery and Plant Specifications.
- (3) Risk Reduction Conditions – these are important requirements which must be complied with throughout the period of insurance. They are designed to reduce the risk of loss and damage, and include:
  - i. keeping all fire protection, intruder alarm systems and other security measures properly maintained and in force at all times;
  - ii. cleaning up and removing waste from buildings every day and from the premises every week, and making sure that all combustible stock and waste kept outside is at least six (6) clear metres from any building or other structure;
  - iii. ensuring deep fat frying ranges and cooking fume extraction equipment are fitted with appropriate safety devices and cleaned professionally on a regular basis;
  - iv. keeping attendance at discos and other live entertainment events at the premises to no more than 250 people or (if less) the maximum capacity for which the premises are licensed;
  - v. ensuring the electrical system at the premises is safe and regularly maintained;
  - vi. ensuring that any flat felt roofing is inspected annually by a specialist contractor;
  - vii. ensuring all heaters at the premises are kept at least two (2) metres away from any combustible items.
  - viii. keeping stock and perishable goods 15cm off the ground.
  - ix. ensuring that final exit doors are fitted with mortice deadlocks (and security bolts in the case of double leaf doors), and windows which are on the ground floor or accessible from roofs, fire escapes or downpipes are fitted with key-operated locks or bars or grilles;
  - x. ensuring that shipping containers used for storage are fitted with a closed shackle padlock on each leaf and a slide bolt lock with metal covering box where the doors meet;
  - xi. ensuring that where a building is or becomes unoccupied, you tell us about it, and you disconnect it from the utilities, drain its water and heating systems, secure it from intruders, remove combustible waste from inside, and inspect the building weekly.

Please ask your broker for further details.

## **(B) Business Interruption Section**

Cover for your loss resulting from interruption of or interference with your business (within the United Kingdom) as a consequence of damage to property during the period of insurance caused by any event which gives rise to a payment by us under the Material Damage Section or any extension of that Section (other than Loss of Licence) and certain other events covered under this Section.

The Specifications (Clause 6.2) available under this Section are:

- (a) Loss of Gross Profit – your loss due to reduction in turnover and increase in cost of working.
- (b) Loss of Gross Revenue – your loss due to reduction in revenue and increase in cost of working.
- (c) Loss of Gross Rentals – your loss of rent receivable, increase in cost of working and re-letting costs.
- (d) Book Debts – sums due to you from customers that you are unable to collect as a direct result of damage to your records of outstanding debit balances.
- (e) Denial of Access – your loss due to being unable to use or access your premises following damage to any property in the vicinity of your premises not owned by you provided that such loss would be covered under this Section had the property being owned by you.
- (f) Increased Cost of Working – your costs in continuing the business over and above those costs that would have been incurred had no loss occurred including for example moving costs, the additional rent of temporary premises, additional rates and taxes on such premises and additional staff costs.
- (g) Auditors Charges – costs payable by you to your auditors or professional accountants for producing and certifying any particulars in your books of account or other business books as may be required by us in connection with a claim under this Section.

Cover extends under the Loss of Gross Profit, Loss of Gross Revenue, Loss of Gross Rentals and Increased Costs of Working Specifications to include your loss resulting from murder, suicide or a notifiable disease occurring at the premises during the period of insurance (Clause 6.3.4).

## **(C) Liability Section**

Cover for liability incurred by you under five (5) Sub-Sections on a selective basis, depending on those Sub-Sections activated by you, as follows:

### **Public Liability Sub-Section**

Cover for injury or damage to third parties in the conduct of your business, where a claim is made against you in the United Kingdom. Defence costs and expenses are included within the limit of liability (Clauses 8.1 and 8.2).

Cover applies where the injury or damage occurs during the period of insurance (Clause 8.3).

The Sub-Section includes extensions (Clause 8.4) for Contingent Motor Liability, Cross Liabilities (including Member to Member Claims), Data Protection Act (subject to a sub-limit of £250,000 and an excess of 10% or £1,000, whichever is the greater), Overseas Personal Liability, Sudden Pollution (subject to a sub-limit specified in the Schedule), Work Overseas and Cyber (subject to a sub-limit of £250,000).

The Sub-Section excludes cover available under other Liability Sub-Sections of the policy as well as participant-to-participant claims in relation to contact sports, abuse, aircraft, watercraft or offshore installations, property in your care, custody or control, the Defective Premises Act, and any deliberate or reckless failure to avoid injury or damage (Clause 8.5).

### **Product Liability Sub-Section**

Cover for injury or damage to third parties in connection with products you have sold, supplied or given away, where a claim is made against you in the United Kingdom. Defence costs and expenses are included within the limit of liability as stated in the Schedule (Clauses 9.1 and 9.2).

Cover applies where the injury or damage occurs during the period of insurance (Clause 9.3).

The Sub-Section includes extensions for Advertising Injury (subject to a sub-limit of £1,000,000), Consumer Protection and Food Safety Acts (subject to a sub-limit of £250,000), Cross Liabilities, Defective Premises Act, and Sudden Pollution (subject to a sub-limit specified in the Schedule) (Clause 9.4).

The Sub-Section excludes cover available under other Liability Sub-Sections of the policy as well as products which you have designed, formulated or manufactured, aircraft or watercraft, motor vehicles, product recall, product repair or replacement, the sale of fairground and amusement rides, and any deliberate or reckless failure to avoid injury or damage (Clause 9.5).

### **Employers Liability Sub-Section**

Cover for injury to your employees. Cover is certificated to be at least as wide as required by the Employers' Liability (Compulsory Insurance) Act 1969 as amended, and provides an extension to include employees temporarily engaged in non-manual work elsewhere in the world. Claims must be made against you within the United Kingdom. Defence costs and expenses are included within the limit of liability (Clause 10.1 and 10.2).

Cover applies where the injury is caused during the period of insurance and extends to include injury which manifests itself after the employee has left your employ (Clause 10.3).

The Sub-Section includes extensions for, Terrorism and Asbestos (subject to sub-limits specified in the Schedule), Cyber, Cover for Principals and Unsatisfied Court Judgements (Clause 10.4).

The Sub-Section excludes work undertaken airside or offshore and liability covered by the Road Traffic Acts (Clause 10.5).

### **Professional Liability Sub-Section**

Cover for your liability in respect of negligent acts, errors or omissions, employee dishonesty, libel and slander, unintentional breach of confidentiality, loss of document or infringement of copyright or unintentional breach of a written contract. Claims must be made against you within the United Kingdom. Defence costs and expenses are included within the limit of liability as stated in the Schedule (Clauses 11.1 and 11.2).

Cover applies where a claim is first made against you and notified to us during the period of insurance (Clause 11.3).

The Sub-Section includes extensions for Data Protection (subject to a sub-limit of £250,000) and Repair, Replacement or Reinstatement of Documents (subject to a sub-limit of £250,000) (Clause 11.4).

The Sub-Section excludes cover for abuse, damage, injury (other than in the provision of professional sports advice, coaching or instruction), depreciation of investments, deliberate or reckless acts, directors, officers or trustees in such capacity, fraudulent acts, infringement of trade secret or patent, insolvency, internet business, joint ventures, pollution, related entities and trading losses (Clause 11.5).

### **Trustees Liability Sub-Section**

Cover for the liability of your trustees / committee members in respect of acts, errors, omissions, misstatements, misleading statements or breach of duty by them in their capacity as trustees / committee members. Claims must be made against them within the United Kingdom. Defence costs and expenses are included within the limit of liability (Clauses 12.1 and 12.2).

Cover applies where a claim is first made against your trustees / committee members and notified to us during the period of insurance (Clause 12.3).

The Sub-Section includes an extension for Legal Representatives (Clause 12.4).

The Sub-Section excludes cover for damage, discrimination, employee benefits, failure to procure or maintain insurance, fraudulent acts, injury, insolvency, insured-versus-insured claims, libel and slander, products and profits (Clause 12.5).

### **Liability Section Extensions**

The Liability Section extends to cover any entity acquired, established or created during the period of insurance, the costs of your directors, officers or employees attendance at court (applicable to the Public Liability, Product Liability and Employers Liability Sub-Sections), cover for others such as managerial or supervisory employees (applicable to the Public Liability and Product Liability Sub-Sections) and legal costs incurred in the defence of any criminal proceedings or appeal against conviction arising from Health and Safety or Corporate Manslaughter legislation (Clause 7.1).

### **Liability Section Exclusions**

The Liability Section excludes circumstances known prior to the period of insurance, and any liquidated damages clauses, penalty clauses, performance warranties or any other provisions in any contract (Clause 7.2).

### **Liability Section Conditions**

The Liability Section contains certain conditions which apply to all Sub-Sections. These include, for example, Assistance and Co-operation, Documents Relevant to a Claim, Entitlement to Defend and Non Admission of Liability (Clause 7.3).

#### **(D) Trustees Personal Accident Section**

Cover for trustees / committee members who suffer injury caused by an accident during the period of insurance within the United Kingdom at a time when they are actively performing (or travelling to perform) their official duties as trustees / committee members. Different benefits are payable depending on whether the injury results in death, permanent total disablement, permanent partial disablement or temporary total disablement, and whether the trustee / committee member incurs medical expenses (Clause 13.1).

The Section excludes cover (Clause 13.3) for individuals over the age of 80 at the time of the accident, any trustee / committee member engaging in a sports training session or competitive game (or preparing playing surfaces or equipment), criminal or unlawful acts, intoxication by alcohol or drugs, pre-existing medical conditions, any professional medical or other treatment carried out on the trustee / committee member, and any of the following activities:

- abseiling
- backpacking trips
- BASE jumping
- bungee jumping
- cage diving
- canyoning/canyoneering
- caving
- hang gliding
- helicopter activities
- heli-hiking/heli-skiing
- horse riding or other equine tours
- hot air balloon rides
- hunting
- ice climbing
- ice fishing
- jet boating
- moped riding
- motorcycle/ATVS
- mountain biking
- mountaineering
- parachuting
- parasailing
- polo playing
- quad biking
- racing
- rodeos
- scuba diving
- snowboarding
- snowmobiles
- speed boating
- stag or hen parties
- white water activities (Class 3-5 water)
- zip wires
- zorbing

#### **4. Policy Exclusions**

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

#### **5. Policy Conditions**

The policy contains certain conditions which apply to all Sections. These include Insured's Obligations (for example the need to comply with all legal requirements, regulations, rules and guidelines imposed by any competent authority, such as a sporting or industry governing body), Cancellation in the event of the appointment of a receiver or liquidator and Subrogation of your rights of recovery to us (Clause 4).



## 6. Cancellation and Cooling-Off Period

### (a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel the policy by notifying us in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date you receive the policy, or
- (ii) the start of your period of insurance

whichever is the later.

A full refund of any premium paid will be made unless you have made a claim in which case the full annual premium is due.

### (b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel the policy after the cooling-off period by notifying us in writing, by email or by telephone. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless you have made a claim in which case the full annual premium is due.

### (c) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so including for example:

- (i) any failure by you to pay the premium; or
- (ii) a change in risk which means we can no longer provide you with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation we request, such as details of a claim;

by giving you fourteen (14) days' notice in writing. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the policy has been in force unless you have made a claim in which case the full annual premium is due.

## 7. How to make a claim

Claims are to be notified to:

XL Catlin Claims Department  
Catlin Insurance Company (UK) Ltd.  
20 Gracechurch Street  
London  
EC3V 0BG

E-mail: [James.Good@xlcatlin.com](mailto:James.Good@xlcatlin.com)  
[Jonathan.Kelly@xlcatlin.com](mailto:Jonathan.Kelly@xlcatlin.com)

## 8. How to make a complaint

We are dedicated to providing a high quality service and we want to ensure that this is maintained at all times.

If you have any questions or concerns about the policy or the handling of a claim, please contact your broker through whom this insurance was arranged.

If you wish to make a complaint you can do so at any time by referring the matter to:

Complaints Manager  
Catlin Insurance Company (UK) Ltd.  
20 Gracechurch Street  
London  
EC3V 0BG

E-mail: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)  
Telephone Number: 020 7743 8487

If you remain dissatisfied after the Complaints Manager has considered your complaint, or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### **From within the United Kingdom**

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

### **From outside the United Kingdom**

Telephone Number: +44(0)20 7964 1000

Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 9. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).