

Your IntoSport insurance policy summaries

This document provides a summary of the policy covers available under the IntoSport insurance policy. The summaries below outline the key information about the IntoSport insurance policy so you can be confident that you have understood what you have bought and what you are covered for. The summaries below do not contain the full terms and conditions of your insurance contract. These can be found in the IntoSport insurance policy. If you have any additional questions, please contact Hiscox or IntoSport.

Underwritten by: Hiscox Underwriting Ltd on behalf of the insurers named in the policy schedule.

Key benefits: what risks are you protected against?

The following policy covers are available under the IntoSport insurance policy. Please check your policy schedule carefully to see which covers apply to you.

Public and products liability insurance covers you when you have to pay compensation to any third-party for accidental injury to them or damage to their property, occurring during the period of insurance.

We will pay up to the limit of indemnity stated in the policy schedule for:

- claims brought against you for bodily injury or property damage as a result of your activities, including claims arising from the failure of any service provided by you;
- claims brought against your members for bodily injury or property damage as a result of sporting or leisure activities within your club or association;
- claims brought against your directors, partners, trustees, committee members, officers or employees for bodily injury or property damage incurred in a personal capacity while temporarily outside of the UK.

Professional indemnity insurance covers you for compensation you have to pay to any third party as a result of problems with your work. We will pay for claims which are made against you during the period of insurance.

We will pay up to the limit of indemnity stated in the policy schedule for:

- claims brought against you for negligence, breach of a duty of care, failure in a duty to educate or failure in a duty to supervise;
- claims brought against you for defamation, negligent misstatement, negligent misrepresentation, breach of confidence or misuse of any information;
- claims brought against you for dishonesty of your individual partners, directors, trustees, committee members, officers, employees, volunteers or members.

Personal accident insurance provides a benefit amount following accidental bodily injury occurring during both the period of insurance and the operative time stated in the policy schedule which results in the death or permanent or temporary disablement of an insured person.

We will pay you the capital benefit amount stated in the policy schedule following:

- death, loss of limb, loss of sight, loss of hearing, loss of speech or permanent total disablement.

For certain sports and leisure activities, we will also pay:

- temporary benefits following temporary total disablement;
- for dental treatment following loss or damage to teeth or dental prostheses which is caused by an accident;
- for optical treatment following loss or damage to eyes which is caused by an accident;
- for physiotherapy treatment following an identifiable physical injury which is caused by an accident;
- for repair or replacement of spectacles following loss or damage which is caused by an accident.

Property damage insurance protects you when your insured equipment is accidentally lost, damaged or stolen during the period of insurance.

We will pay up to the amounts stated in the policy schedule for:

- accidental physical loss or physical damage to property used in connection with your activities anywhere in the United Kingdom;
- the costs of reconstituting your documents and electronic data which have been lost, destroyed or distorted;
- the costs you incur to replace locks and keys necessary to maintain the security of your business premises or safes following theft of keys;
- continuing hire charges that you are responsible for following damage to hired-in equipment used in connection with your activities.

Directors and officers' liability insurance covers your directors, partners, trustees, committee members and employees for claims made against them as individuals during the period of insurance as a result of the performance of their duties for you.

We will pay up to the limit of indemnity stated in the policy schedule for claims arising from:

- breach of duty, breach of trust or breach of warranty of authority;
- negligence or defamation.

Employers' liability insurance covers you for compensation you have to pay to your employees for accidental injury to them, occurring during the period of insurance.

We will pay up to the limit of indemnity stated in the policy schedule for:

- claims brought against you for bodily injury to your employees and voluntary helpers in the course of their work for you.

Commercial legal protection insurance covers you for legal costs, including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal.

We will pay up to the limit of indemnity stated in the policy schedule for claims arising from:

- employment disputes: defending your legal rights in respect of any dispute with an employee or ex-employee;
- compensation awards: basic and compensatory awards arising from an alleged breach of an employee's statutory rights;
- legal defence: defending your legal rights in respect of any non-motor criminal prosecutions and some specific civil actions;
- property protection: pursuing your legal rights in a civil action following an event causing physical damage to your property;
- bodily injury: at your request, pursuing your employees' legal rights following their death or bodily injury;
- tax protection: negotiating on your behalf and representing you in any appeal proceedings arising out of an Income Tax or Corporation Tax compliance check by or a dispute with HM Revenue & Customs.

Business HR provides:

- access to HR documentation templates, downloadable guides and a free online risk assessment for health and safety.

Significant or unusual limitations and exclusions

Public and products liability insurance will not pay for any claim or loss directly or indirectly due to:

- the ownership, use, maintenance or use of any aircraft, hovercraft, mechanically propelled vehicles or watercraft (other than hand propelled or sailing craft in inland or territorial waters);
- bodily injury to any employee or voluntary helper of yours;
- any designs, plans, specifications or formulae provided for a fee;
- any physician, surgeon or dentist providing medical diagnosis, treatment or advice;
- the failure of any goods sold, manufactured, constructed, erected, installed or altered by you to perform their intended function;
- any liability where you are deemed in law to be a tour operator, travel agent, travel facilitator or travel organiser;
- any activity involving the use of or provision of any of the following, unless agreed by us in writing:
 - any animal;
 - any mechanically propelled rides at speeds which exceed 15 kilometres per hour;
 - any activity taking place underground;
 - any aerial activity or any activity taking place more than five metres from floor or ground level;
 - any trampolining or gymnastics other than floor-based activities;
 - any combat sport;
 - Gaelic football, Australian rules football or any form of rugby other than tag rugby.

Your policy wording will also clearly show the terms and conditions which apply to any bonfire or firework displays or the use of any inflatable play equipment.

Professional indemnity insurance will not pay for any claim or loss directly or indirectly due to:

- death or bodily or mental injury or disease suffered by anyone;
- the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle;
- the loss, damage or destruction of any tangible property, other than documents in your care, custody or control;
- the loss or distortion of any data held electronically;
- any supply, manufacture, sale, installation or maintenance of any product.

Personal accident insurance will not pay for:

- any capital or temporary benefit following any injury sustained while taking part in certain hazardous activities, unless agreed by us in writing;
- any temporary benefit following any injury to any insured person who is:
 - over 85 years old at the inception of the policy;
 - under 16 years old at the inception of the policy;
 - 16 or 17 years old at the inception of the policy, unless that person is in paid employment at the time of the accident.

Property damage insurance will not pay for loss or damage:

- to any money, jewellery, personal property, vehicles, animals, plants or buildings;

- caused by wear and tear or any gradually operating cause;
- caused by theft or attempted theft, unless the items is securely stored in a building, shipping container, gated compound or motor vehicle;
- caused by storm or flood unless the item is stored in a shipping container or a building of standard construction;
- to any item while being used, cleaned, repaired, inspected, worked on or maintained;
- to any item which is stored in a buildings which has been left unoccupied for more than 90 consecutive days;
- caused by fraud or dishonesty;
- while in transit by sea or air unless packed securely in a protective case or by a professional transit company.

Directors and officers' liability insurance will not pay for any claim:

- for mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property;
- relating to a breach of or failure to provide professional duties or services;
- arising solely as a result of the employment or non-employment by you of any current, former or prospective employee or volunteer.

Employers' liability will not pay for any claim or loss directly or indirectly due to:

- any bodily injury to any employee while they are offshore.

Commercial legal protection insurance will not cover:

- any civil claim unless it is more likely than not that the insured person will recover damages or make a successful defence;
- any claim reported to DAS more than 180 days after the date that the relevant insured person should have known about the insured incident;
- any costs or expenses incurred before DAS have agreed to accept the claim;
- judicial review;
- employment disputes in respect of damages for personal injury or loss of or damage to property;
- compensation awards relating to trade union activities, pregnancy or maternity rights, or statutory rights in relation to trustees of occupational pension schemes;
- any claim which leads to an insured person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle;
- any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.

Your obligations

Remember, your premium and insurance are based on the details you have provided to us. You must make sure that this information accurately reflects your circumstances and that you inform us immediately if anything needs to change. You must also tell us of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy too.

You need to consider:

- if you fail to fairly present the risk to us, including by failing to disclose any information material to the insurance, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- we will only cover you for the activities you have told us about and we have agreed to cover. If you have not told us about any of your activities, it is unlikely you will be covered for any corresponding claim or loss;
- we will not make any payment in respect of anything you knew, or ought to have known, before the start of the period of insurance which would be likely to result in a claim or loss;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- if you fail to let us know of any changes to your circumstances during the period of insurance or, if when telling us about such changes you fail to present the risk to us fairly, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- please be aware of all terms and conditions of your policy as failure to comply with them could invalidate it or result in us not paying a claim or reducing the amount we pay;
- if you make a fraudulent claim or try to deceive us, we may terminate the policy.

Policy length

The period of insurance is stated on your policy schedule. Cover will cease at the end of the period of insurance unless you renew your policy with us.

Retroactive dates, geographical and jurisdiction limits

Where any section of your policy schedule includes a retroactive date, we will not make any payment for any claim or loss under that section which arises from any activity performed or any act, incident or occurrence taking place, before the retroactive date.

Where any section of your policy schedule shows the geographical limits which apply to that section of the policy, we will only pay for claims and losses under that section which arise from activities performed or acts, incidents or occurrences taking place within those geographical limits.

Where any section provides cover in respect of your liability to third parties, we will only cover claims first made in a country within the applicable courts stated in that section of your policy schedule.

Cancellation rights

If you decide within the first 14 days of taking out this policy that this policy does not meet your requirements, you may cancel this policy and, provided that no claim has been made, receive a full refund of your premium.

We or, after 14 days, you can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £20.

In the event of a claim

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions within the General terms and conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is particularly important that you notify us of the incident or event giving rise to the claim in accordance with the notification provisions set out in the relevant section of the policy. If someone brings or threatens to bring a claim against you, you must not make any admission of liability or make any offer of settlement or appoint solicitors or other legal representation without our prior written agreement.

If you do not comply with these obligations, we may be entitled to refuse to cover you entirely, or reduce the amount we pay, for that particular claim. As with any insurance, you have an obligation to take reasonable steps to mitigate any loss or liability. In the event of a claim, you must bear the amount of the corresponding excess stated on the policy schedule, if applicable.

If you need to notify us of anything, please contact IntoSport:

Address: Into Sport, 14-16 Ivegata, Yeadon, Leeds, LS19 7RE

Telephone: +44 (0)113 232 0704

Email: info@into-sport.com

If this is not possible, then our claims team can be contacted on +44 (0)1206 773 899, Monday to Friday, 09.00 to 17.30. You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss.

Any questions or complaints?

If ever you're unhappy about anything we do, or fail to do, please contact our customer services team and quote the policy number stated in the policy schedule. They'll do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

Address: Hiscox Customer Relations, The Hiscox Building, Peasholme Green, York, YO1 7PR

Telephone: 0800 116 4627 or +44 (0)1904 681 198

Email: customer.relations@hiscox.com

Financial Ombudsman Service and Financial Services Compensation Scheme

If you remain dissatisfied with the way your complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. This does not affect your legal rights.

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

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

If for any reason we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). For further information visit www.fscs.org.uk.