

Key Facts

MEAD Sport and Leisure Limited – Combined General Liability – United Kingdom

- (1) This Summary does not contain the full terms and conditions of the policy, which can be found in the policy document, and to which the following is subject.
- (2) This insurance is underwritten by Catlin Insurance Company (UK) Ltd., under a facility administered by Mead Sport and Leisure Limited. Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).
- (3) The insurance is a Combined Liability insurance providing cover for public, products, employers, professional, directors and officers, Members and Day Ticket Holders personal liability, subject to its full terms and conditions, on a selective basis, depending on those sections activated by the policyholder. It is on an occurrence basis, meaning that it responds to insured occurrences during the period of insurance.
- (4) Sections available under this policy are:

Section 1 – Public Liability

Cover for your legal liability in the event of accidental bodily injury and/or damage to property occurring in the United Kingdom in connection with your business. (Clause 4.1)

Cover includes:

- (a) all costs and expenses incurred with our written consent.
- (b) the payment of solicitors fees incurred with our written consent for representation at any Coroners Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction
- (c) any legal expenses incurred by or awarded against you arising out of any prosecution for a breach of the Health and Safety at Work Act 1974 or similar legislation.

Cover extends to include your liability as a tenant for property leased or rented by you, contingent motor liability, liability arising under the Defective Premises Act 1972, legal costs and expenses incurred in your defence of any criminal proceedings arising out of a breach of the Consumer Protection Act 1987, contractual and principal liability and compensation for court attendance by any of your partners, directors or employees. (Clause 4.3)

Exclusions to the cover include liability arising out of the scaling of trees, shrubs and other similar vegetation, the use of power driven woodworking machinery, the use of chainsaws and/or mechanical excavation equipment above ground level (unless trained or with regular experience and wearing personal protective clothing), the prospecting, drilling, producing, refining activities for oil and natural gas, damage to property in your care, custody or control, the ownership of aircraft and/or watercraft and pollution unless caused by a sudden, unintended and unexpected happening where a sub-limit shown in the Schedule shall apply. (Clause 4.4)

Section 2 – Products Liability

Cover for your legal liability in the event of accidental bodily injury and/or damage to property occurring in the United Kingdom in connection with any goods or products you supply. (Clause 5.1)

Cover includes:

- (a) all costs and expenses incurred with our written consent.
- (b) the payment of solicitors fees incurred with our written consent for representation at any Coroners Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction
- (c) any legal expenses incurred by or awarded against you arising out of any prosecution for a breach of the Health and Safety at Work Act 1974 or similar legislation.

Cover extends to include compensation for court attendance by any of your partners, directors or employees. (Clause 5.3)

Exclusions to the cover include liability arising out of the scaling of trees, shrubs and other similar legislation, the use of power driven woodworking machinery, the use of chainsaws and/or mechanical excavation equipment above ground level (unless trained or with regular experience and wearing personal protective clothing), the ownership of aircraft and/or watercraft, goods or products used in the USA or Canada, damage or costs and expenses incurred in the recall of goods, goods failing to perform their intended function, goods used in any aircraft, watercraft or any safety critical part of any motor vehicle and pollution unless caused by a sudden, unintended and unexpected happening where a sub-limit shown in the Schedule shall apply. (Clause 5.4)

Section 3 – Employers Liability

Cover for your liability as an employer in the event of bodily injury to your employees. (Clause 6.1)

Cover includes:

- (a) all costs and expenses incurred with our written consent.
- (b) the payment of solicitors fees incurred with our written consent for representation at any Coroners Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction
- (c) any legal expenses incurred by or awarded against you arising out of any prosecution for a breach of the Health and Safety at Work Act 1974 or similar legislation.

Cover extends to include unsatisfied court judgements, contractual and principal liability and compensation for court attendance by any of your partners, directors or employees. (Clause 6.3)

Exclusions to the cover include liability arising out of the Road Traffic Act 1988, whilst working offshore and terrorism except as provided for by law where a sub-limit shown in the Schedule shall apply. (Clause 6.4)

Section 4 – Professional Liability

Cover for your liability incurred as a consequence of certain kinds of wrongful act, including civil liability for professional negligence and in addition employee dishonesty, unintentional libel/slander, breach of confidentiality and infringement of copyright. (Clause 7.1)

Cover extends to include loss of documents, Data Protection Act 1998, criminal prosecution, indemnity to principals and payment of outstanding fees. (Clause 7.3)

Exclusions to the cover include war and terrorist action, regulatory or disciplinary procedures, bodily injury (unless caused by a wrongful act), property damage (unless caused by a wrongful act), asbestos and pollution, employer/employee duties, property ownership and computer operation and virus liabilities. (Clause 7.4)

Section 5 – Directors and Officers Liability

Cover for liability incurred by your director as a consequence of certain kinds of wrongful act including defence costs and expenses incurred by your director or you. (Clause 8.1).

Cover includes losses arising from disqualification proceedings, your director's attendance at any investigation or environmental proceedings.

Cover extends to provide a thirty (30) day discovery period in the event the policy is not renewed for wrongful acts, disqualification proceedings, investigations or environmental proceedings occurring or instigated prior to the expiry of the period of insurance. (Clause 8.3)

Exclusions to the cover include liability arising out of employer/employee duties or disputes, dishonest, malicious or reckless acts, remuneration, pollution (other than arising out of environmental proceedings), the subject matter of any prior and pending litigation at the date stated in the Schedule. (Clause 8.4)

Section 6 – Members Personal Liability

Cover for liability incurred by your member arising out of bodily injury or damage to property whilst they are fishing in an area anywhere in the world used for fishing or fishing related activities. (Clause 9.1)

Cover includes:

- (a) all costs and expenses incurred with our written consent.
- (b) the payment of solicitors fees incurred with our written consent for representation at any Coroners Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction.

Exclusions to the cover include liability arising out of pollution unless caused by a sudden, unintended and unexpected happening where a sub-limit shown in the Schedule shall apply, the pursuit of fishing in a professional capacity, any member under sixteen (16) unless accompanied by an adult over twenty-one (21) and any criminal or violent act. (Clause 9.3)

Section 7 – Day Ticket Holders Personal Liability

Cover for liability incurred by your day ticket holder arising out of bodily injury whilst they are fishing in an area anywhere in the United Kingdom owned, leased or used by you for fishing or fishing related activities on the date of ticket purchase. (Clause 10.1)

Cover includes:

- (a) all costs and expenses incurred with our written consent.
- (b) the payment of solicitors fees incurred with our written consent for representation at any Coroners Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction.

Exclusions to the cover include liability arising out of pollution unless caused by a sudden, unintended and unexpected happening where a sub-limit shown in the Schedule shall apply, the pursuit of fishing in a professional capacity, any member under sixteen (16) unless accompanied by an adult over twenty-one (21) and any criminal or violent act. (Clause 10.3)

- (5) The policy is subject to exclusions at Section level as detailed above and at policy level (Clause 2). These include any act that results in the maltreatment of a person and which may be of, but not limited to, a physical, sexual, verbal, psychological or emotional or financial nature, the ownership, possession or use of firearms and any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
- (6) The policy runs from the dates shown as the period of insurance on the Schedule.
- (7) **Cancellation**
You may cancel the policy by notifying the Insurer within fourteen (14) days of receiving the policy document or the start of the period of insurance, whichever is the later. A full refund of any premium will be made unless

You have made a claim in which the full premium is due.

You are entitled to cancel this policy after the cooling-off period by Notifying Us in writing, by email or by telephone through MEAD Sport and Leisure Limited. Any return of premium due to You will depend on how long the policy has been in force unless You have made a claim in which case the full annual premium is due.

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 depend on how long the policy has been in force unless You have made a claim in which case the full annual premium is due.

8) How to Make a Claim

Claims are to be notified as soon as possible to the Insurer via Mead Sport and Leisure Limited, PO Box 1035, Smallburgh, Stalham, Norwich, NR12 9ZL.

9) Excess

You will have to pay the first amount of any claim and this amount will be shown in the Schedule as the excess.

10) Complaints

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this 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 policy 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
Telephone Number: +44 (0) 20 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

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

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Insurance Company (UK) Ltd. is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

11) Financial Services Compensation Scheme (FSCS)

Catlin Insurance Company (UK) Ltd. is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if they cannot meet their obligations, full details can be found on their website at www.fscs.org.uk.

12) Accessibility

This document and any other documentation in respect of this policy can be provided to you in Braille, large font or audio. If you require any of these formats please ask your broker or insurance advisor.

13) Law, Jurisdiction and Language

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary the policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. Unless otherwise agreed the language of the policy shall be English.