

# ABOUT THIS DOCUMENT

This summary of cover has been prepared to help you to:

- Decide whether this product will meet your needs;
- Compare this product with other products you may be considering.

It sets out a summary of the policy, including significant features and benefits as well as significant and unusual exclusions or limitations.

PLEASE NOTE that this is only a summary and does not contain the full terms and conditions of the insurance contract which can be found in the policy wording and your certificate.

# THE ISSUER

This product is underwritten by Sportscover EuropeLtd under an authority from Certain Underwriters at Lloyd's.

# **TYPE OF INSURANCE AND COVER**

This is a **DIRECTORS' & OFFICERS' LIABILITY** and **COMPANY REIMBURSEMENT** policy for sports clubs and associations providing the following cover:

- Directors' & Officers' Liability giving protection against legal liability by paying on your behalf any loss for which the Directors and/or Officers are personally liable but for which they cannot legally be indemnified by their Company;
- Company Reimbursement giving protection by paying on behalf of the Company any loss which it is legally permitted to make;

arising out of any claim for any wrongful act committed or alleged to have been committed by any Directors and/or Officers in their capacity as a Director and/or Officer; and first made against them jointly or severally during the period of insurance and notified to Us during the indemnity period.

# **PREMIUM PAYABLE**

The total premium payable is as per the quotation or schedule provided. Insurance Premium Tax, at the prevailing rate imposed by HM Government, is compulsory and payable in addition to the insurance premium shown. Any policy fees are separately shown on the insurance quotation or schedule

# PERIOD OF INSURANCE

The period of insurance coverage will be for 12 months unless shown differently on the quotation or certificate attached. You will be given at least 21 days' notice of the expiration date of the policy of the renewal terms

# SIGNIFICANT FEATURES AND BENEFITS

The policy wording is specifically for sports clubs and associations. The actual cover provided is shown in your quotation or certificate and provides for:

#### Automatic cover

- ✓ Advancement of defence costs.
- ✓ 12 months extended reporting (of claims) period, if we decline to renew provided you pay a 25% additional premium.
- ✓ Cover extended to the estates and/or spouses of Directors and Officers in the event of death.
- ✓ Cover for one Director and/or Officer being sued by another ("Insured vs Insured").
- ✓ Defence costs, if appearing as defendant at official inquiries or if prosecuted under health and safety law.
- ✓ New subsidiaries and run-off of former subsidiaries.
- ✓ Cover preserved if the Company is forced into liquidation.
- ✓ Joint ventures.

#### **Optional cover**

These will only apply if selected by you, stated in your certificate and you have paid any applicable premium.

- ? Reinstatement of the aggregate limit of indemnity
- ? Current directorships outside the Company, whether profit or non-profit organisations and run-off of former outside directorships.
- ? Prospectus liability cover for Initial Public Offerings.
- ? Employment Practices Liability.
- ? Pre-Acquisition liability.
- ? Merger, consolidation and sale run-off cover.

#### SIGNIFICANT LIMITATIONS

Proposed changes by you to either your Memorandum and/or Articles of Association or sporting and/or social activities of the club, league or association from those presented to us and on which we relied must be notified to us. We will then assess those changes and advise any change in terms, conditions and/or premium we would require in order for those changes to be covered under this policy.

## MAIN EXCLUSIONS

**PLEASE SEE** the General Exclusions and the Exclusions to each section of the policy wording for further details.

- × Dishonesty and fraud.
- × Known claims and circumstances
- × Breach of professional duty
- X Claims brought against a Director or Officer by another or by the Company, except as covered under the automatic cover ("Insured vs Insured") in the policy wording.



# MAIN EXCLUSIONS continued...

- × Prospectus liability for Initial Public Offerings, except if covered under the optional cover ("Prospectus Liability") in the policy wording.
- × War, terrorism, radioactivity and pollution.
- × Failure to arrange or maintain insurance or reinsurance.

## **CANCELLATION RIGHTS**

You will have a period of 14 days from either:

- the date you receive your insurance documentation; or
- the start of the Period of Insurance;

whichever is the latter, to cancel this insurance and receive a full refund. However, if You have made a claim within that time there will be no refund.

If you wish to cancel your policy after this time, you must give us 30 days' notice in writing to the address as stated in the policy, and we will issue a refund less a deduction in respect of the time for which you have been covered by this policy and of GBP25 as an administration charge subject to no claims being made.

We may cancel this policy where there is valid reason by giving you 30 days' notice in writing to your last known address, examples of valid reasons are set out in your policy wording. Any return premium due will depend on there being no claims made.

### HOW TO MAKE A CLAIM

If you wish to make a claim please contact the Claims Department at:

Via Post:	Sportscover Europe Ltd,
	First Floor, 75 / 77 Cornhill,
	London EC3V 3QQ
Telephone:	+44 (0)20 7444 1780
Via email:	europe.claims@sportscover.com

The information which is required when making a claim is shown in your policy wording.

# **CHOICE OF LAW**

This contract is based on English Law and can only be amended with the express written agreement of both parties to the contract.

### HOW TO MAKE A COMPLAINT

If you have a complaint please contact us:

Via Post: Chief Executive Officer, Sportscover Europe Ltd, First Floor, 75 / 77 Cornhill, London EC3V 3QQ. Via email: complaintuk@sportscover.com

We will attempt to resolve your complaint in a timely manner and refer the matter to our internal dispute resolution process and our internal review panel.

If your complaint is not dealt with to your satisfaction, you can contact Lloyd's Complaints Department at:

Via Post:	Lloyd's Complaints Department
	One Lime Street London EC3M 7HA
Tel:	020 7327 5693
Fax:	020 7327 5225
Email:	<u>complaints@lloyds.com</u>

If for any reason we are unable to resolve your complaint you may refer it to Lloyd's and subsequently to the UK Financial Ombudsman Service (if you are a private individual or an eligible business) and full details will be provided at each stage of the process. Further details can be found in "How to make a complaint" in the policy wording.

# FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the scheme if the insurer cannot meet their obligations, depending on the type of insurance and the circumstance of your claim.

Further information about the scheme is available from the FSCS website: <u>www.fscs.org.uk</u> or write to Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St. Botolph Street, London, EC3A 7QU

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#### **INSURING SPORT SINCE 1986**

Insurance partner of UK Sport and RoSPA

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2 of 2 sports