

ESMBA Civil Liability and Equipment/Trailer Insurance Scheme

This is a policy overview only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if you have selected them. Your quote schedule will show the options selected and the sums insured. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

What is the ESMBA Civil Liability and Equipment/Trailer Insurance Scheme

ESMBA Civil Liability and Equipment/Trailer Insurance Scheme is designed to cover the assets and legal liabilities of a short mat bowling club. It is underwritten by Allianz Insurance plc.

Civil Liability

Public Liability insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by you or your employees while working for you.

Cover also includes financial loss resulting from nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Cover applies in the United Kingdom and any other member country of the European Union. It also applies elsewhere in the world in respect of work by you or your employees who are working temporarily abroad (restricted to non-manual work in respect of USA/Canada).

Member to Member Liability included

Financial Loss insures legal liability to pay compensation for accidental Financial Loss to a third party

Libel & Slander insures your legal liability for compensation in respect of libel or slander in respect of newsletters, brochures or information held on your website

Products Liability insures your legal liability to pay compensation to members of the public if they are injured or their property is damaged as a result of an accident caused by your products.

Employers Liability

Insures your legal liability to pay compensation to Employees (the definition of Employees also includes voluntary helpers) if they are injured (this means bodily injury, death, disease, illness or shock) whilst working for you.

The policy applies in the United Kingdom and anywhere in the world for employees who live in the United Kingdom and are working temporarily abroad. They must bring any claim in the United Kingdom or any member country of the European Union.

Specified All Risks

The equipment/trailer covers all bowls equipment anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, belonging to the Club, League or County.

Money Cover

Insures your money for accidental loss or theft at your premises during business hours and overnight and whilst you are taking it to and from your bank or post office. Includes damage to your safe and theft by your employees which you discover within 15 working days. Also covers you and club members if you are assaulted and injured whilst carrying your money.

Civil Liability

Significant Features and Benefits

Claims Made insurance basis, meaning cover only applicable for claims made during the period of insurance.

Limit of Indemnity - £5,000,000 or £10,000,000 - see Policy Schedule

The amount relates to:

- One claim or series of claims arising out of one occurrence
- All claims any one period of insurance arising out of products supplied
- All claims any one period of insurance for pollution or contamination.

Territorial Limits

- the United Kingdom
- in respect of Injury, loss or damage caused by or arising from
 - i. manual and non-manual work occurring during any temporary visit or journey anywhere in the world (other than the United States of America or Canada) and
 - ii. non-manual work occurring during any temporary visit or journey to the United States of America or Canada by any partner, director or Employee of the Insured normally resident within the United Kingdom
- anywhere in the world in respect of Products

Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim, including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings

Health and Safety at Work - Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974.

Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £750 for each day's attendance
- Employee £250 for each day's attendance

Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5,000,000 or the amount stated in the policy schedule whichever is the lower.

- Member to Member Liability included
- Liability for leased, hired or rented premises

Significant Exclusions or Limitations

- injury to any employee
- loss of or damage to property belonging to you or in your charge or control except premises occupied by you for temporary work
- liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or replacing, repairing or reinstating faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer where motor insurance is required by law or any aircraft or water craft other than hand-propelled or sailing craft or those used for business entertainment purposes in inland waters
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- in respect of injury, loss or damage arising from products:
 - liability which attaches solely under the terms of an agreement
 - installed or incorporated in aircraft or spacecraft
- claims made in any country outside the European Union if you have premises or representation in that country
- injury, loss or damage arising from manual work carried out away from the premises, and undertaken in the United States of America or Canada
- injury, loss or damage arising from products exported to the USA or Canada
- any liability in respect of pollution or contamination:
 - in the USA or Canada
 - elsewhere unless due to a sudden, identifiable, unintended and unexpected incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages

Terrorism Cover

Cover for acts of Terrorism is limited to £5,000,000 or the amount stated in the policy schedule whichever is the lower.

- The Excess; please refer to your policy schedule

Employers Liability

Significant Features and Benefits

Limit of Indemnity - Standard £10,000,000 in respect of any one claim or series of claims arising out of one occurrence.

Territorial Limits

- The United Kingdom.
- Elsewhere in the world for employees resident in the United Kingdom but temporarily employed elsewhere.

* Definition of Employee also includes any voluntary helper

Legal and other Costs and Expenses

Cover is provided for the above in connection with the defence of any valid claim including your representation at any coroner's inquest, fatal accident enquiry or certain criminal proceedings.

Health and Safety at Work - Legal Defence Costs

Covers legal defence costs arising out of the Health & Safety at Work Act 1974.

Unsatisfied Court Judgements

Covers payment of court judgements obtained by employees against third parties for injury sustained at work, if the judgement remains unsatisfied.

Court Attendance Compensation

Covers attendance as a witness in connection with a claim:

- Director/partner £750 for each day's attendance
- Employee £250 for each day's attendance

Corporate Manslaughter and Homicide

Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5,000,000 or the amount stated in the policy schedule whichever is the lower.

Significant Exclusions or Limitations

- Work, travel to or from offshore installations
- Liability in respect of injury to Employees if such liability is required to be insured by any road traffic legislation

Terrorism Cover

Cover caused by acts of Terrorism is limited to £5,000,000

Specified All Risks – Equipment and Trailers

Significant Features and Benefits

The cover provides for accidental loss or destruction of or damage on a reinstatement basis, all bowls equipment anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, belonging to the Club, League or County.

The definition of equipment extends to include bowls equipment, general contents and cups & trophies (single item limit of £1,000 for cups and trophies).

The maximum amount payable for any one claim is:

- the total sum insured or
- for each item its individual sum insured at the time of damage.

Limits of Indemnity and Claims Excess Cover for the equipment/trailer is in units of £1,000 of value and Clubs, Leagues or Counties will need to take out sufficient units to cover the total cost of their equipment/trailer. There is a £100 excess which is waived for claims in excess of £100. Please note the cover for trailers does not include third party damage whilst the trailer is being towed. This cover is normally provided by the towing vehicle's insurance. County Associations joining the Scheme will be covered only for activities organised by the Association itself and for equipment/trailers owned by the Association itself. If cover is required for activities organised by, or equipment/trailers belonging to, Clubs or Leagues then the Club or League must join the Scheme in its own right.

Significant Exclusions or Limitations

- loss due to any person obtaining any property by deception
 - frost, wear and tear, gradual deterioration, inherent defect
 - rot, mildew, rust, corrosion, insects, woodworm, vermin
 - dyeing, cleaning, repair, renovation, marring or scratching
 - electronic, electrical or mechanical breakdown, failure or derangement
 - faulty manipulation, design, plan, specification or materials
 - pollution or contamination
 - damage to sports equipment whilst in use
 - consequential loss or market depreciation
 - terrorism
- Vehicle security protections must be maintained in working order and set or secured when the vehicle is unattended.
 - Damage to Property Insured caused by theft or attempted theft of Property from any unattended vehicle, unless kept in a locked boot or hidden from view.

There is a £100 excess which is waived for claims in excess of £100. Please note the cover for trailers does not include third party damage whilst the trailer is being towed. This cover is normally provided by the towing vehicle's insurance. County Associations joining the Scheme will be covered only for activities organised by the Association itself and for equipment/trailers owned by the Association itself. If cover is required for activities organised by, or equipment/trailers belonging to, Clubs or Leagues then the Club or League must join.

Money

Significant Features and Benefits

Insures loss of or damage to the Insured's Money, whilst in the custody, private dwelling or domestic quarters of the Insured or any authorised partner, director, club official or employee.

Insurers loss or damage sustained as a direct result of theft or attempted theft of money

Insurers Money in transit whilst in the personal custody of the Insured, or any authorised partner, director, club official or employee of the Insured, or a security organisation approved by the Insurer

Limit of Indemnity and Claims Excess

The amount is limited to £300 for cash, crossed cheques and non-negotiable and negotiable money, with no claims excess.

Personal Accident Assault

Benefits provided when an insured person (whilst engaged in the Business) suffers death or disablement, as a direct result of theft or attempted theft of Money involving assault or violence or the threat of assault or violence, when aged between 16 – 85 years, which occurs within 24 months of the assault.

Significant Exclusions or Limitations

- loss due to the dishonesty of any partner, director or employee, not discovered within 15 days of its happening
- damage to any machine that uses coins, notes or tokens
- loss from any unattended vehicle
- shortage due to error or omission
- loss or shortage due to depreciation currency
- fluctuations consequential loss or damage of any kind or description
- loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, fraudulent use of a computer or electronic transfer
- loss resulting from use of any form of payment which proves to be counterfeit false invalid uncollectable irrecoverable for any reason
- loss insured or insurable under a Fidelity policy
- terrorism

Money

Significant Features and Benefits

Table of Benefits

Compensation Amount

1. a. death £10,000
 - b. loss of one or more limbs and/or the sight of one or both eyes £10,000
 - c. Permanent Total Disablement £10,000
 - d. Temporary Total Disablement – per week £100
 - e. Temporary Partial Disablement – per week £50

in respect of each Insured Person compensation will not be paid by the Insurer

- A. under more than one of a., b. or c. for the consequences of the same accident
 - B. under d. and e. for more than 104 weeks in all in respect of one or more accidents
 - C. under d. or e. immediately an Insured Person becomes entitled to claim compensation under a., b. or c.
2. The cost of professional counselling
 - a. per hour £50
 - b. any one person £1,000
 - c. in total £2,500

There is no claims excess for this section.

Significant Exclusions or Limitations

Conditions

- Whenever the premises are closed for business the safe keys must be removed from the premises.
- Money in transit must be accompanied as specified in the policy.

Contract Duration

The policy has a 12 month period of Insurance (unless shown differently on your policy schedule) and is annually renewable. Start and end dates of the policy are detailed in the policy schedule.

How do I cancel the contract?

The policy may be cancelled at your request however you will not be entitled to a return premium.

To cancel the policy, please contact the insurance adviser who arranged the policy

How do I make a Complaint?

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Alternatively:
Phone: 01483 552438
Email: accsm@allianz.co.uk

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: accsm@allianz.co.uk Alternatively, you can contact the Financial Ombudsman Service directly.

Full details of our complaints procedure will be found in the policy documentation.

Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the Policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You or anyone claiming under this policy must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission. mission.

Would I receive Compensation if Allianz Insurance plc is unable to meet its Liabilities?

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

What is the law applicable to the contract?

Unless agreed otherwise all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

Claims Information

Claims under this **Policy** should be notified via the Sutton Winson Reporting Line on 0345 604 9752.

For Medical Emergency whilst overseas – Tel +44 (0) 208 603 9514

Allianz Address for Claims Correspondence:

Allianz Claims
PO Box 10509, 51 Saffron Road, Wigston, LE18 9FP