

EXTRA COVER
INSURANCE

For Cricket Clubs 2020



Exclusively arranged by Marshall Wooldridge Ltd

marshall wooldridge
Chartered Insurance Brokers

Underwritten by **Allianz** 

Contents

Policy Overview	page 1	Club Buildings, General Contents and Ground Machinery	page 11
Introduction	page 1	Important Notices (Inc Security)	page 12
Broker Contacts	page 1	General	
Complaints	page 2	Your Obligations	page 14
Liability Cover	page 3	Claims handling	page 15
Personal Accident	page 4	Partnership Plus – Risk Improvements	page 15
All Risks	page 6	Terrorism	Page 15
Commercial Legal Expenses	page 7	What do I do next	Page 16
Directors and Officers Liability	page 10	Financial Services	
		Compensation Scheme	Page 16



Marshall Wooldridge have consistently provided insurance services to our clients since 1973. We are one of the largest Northern based insurance broking businesses with clients situated throughout the United Kingdom.

The Chartered Insurance Institute has recently awarded the title of Chartered Insurance Brokers to Marshall Wooldridge Ltd. This is only available to companies who meet rigorous criteria relating to professionalism and capability. To date we are one of a few firms in the UK to have achieved this distinction.

Marshall Wooldridge operate various sports insurance schemes which we have developed over more than 30 years, involving specialist knowledge and expertise.

Our dedicated workforce understands the needs and requirements of Cricket Clubs. We offer wide cover tailored to the individual needs of clubs, with a variety of options enabling each club to choose the right protection. All of our policies have the important advantage of being underwritten by major insurance companies, thereby providing first class security and claims service.



With Allianz Insurance plc you can be confident that you are insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure you as we have been providing leading insurance solutions in the UK for over 100 years.

We used to be known as Cornhill Insurance plc and we've developed to become one of the most respected names in the UK insurance market by running a dynamic operation.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your club operating again as quickly as possible.



Zurich Insurance Group is one of the world's largest insurance groups, and one of the few to operate on a truly global basis. Our mission is to help our customers understand and protect themselves from risk.

With about 55,000 employees serving customers in more than 170 countries, we aspire to become the best global insurer as measured by our shareholders, customers and employees.

Zurich's collaborative approach enables us to continually evolve and refine our business processes and customer propositions. This ensures we deliver superior levels of service and market leading products and propositions.

Our extensive experience, expertise and financial strength allow us to provide flexible and effective solutions to a diverse range of organisations. We combine strong market positions in personal, commercial and corporate insurance on both sides of the Atlantic with strengthening positions in Asia and key emerging markets. Our customers benefit from our global reach and our ability to underwrite and provide services on many fronts. We are there when it matters – settling claims quickly and sympathetically every time.



ARAG is part of ARAG SE, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income of more than €1.8 billion. ARAG's UK operation provides a nationwide service from their Bristol Head Office. ARAG provide innovative and affordable products to companies and their directors and partners. ARAG are committed to providing their customers with legal advice and representation throughout a legal problem. ARAG recognise that they will only grow by ensuring that they provide excellent products and an outstanding service to their customers.

Policy Overview

This document provides an overview of the covers available.

Some of the covers will only apply if you have chosen to take the options selected. Your schedule will show the options selected and the sums insured.

For full details of the cover, terms, conditions and exclusions please refer to the policy document, a copy of which is available from Marshall Wooldridge, or you can view this on our website.

All Premiums quoted include Insurance Premium Tax at the prevailing rate.

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable on the 1st March.

Introduction

Cricket Clubs may select from this range of cover specifically designed to cover their risks and liabilities, **all in connection with the recreational game.**

- The Liability, Personal Accident, All Risks and Legal Proceedings sections of the Scheme apply to cricket activities.
 - Club buildings and ground machinery/contents section is available to multiple sports clubs.
 - Cover applies within the United Kingdom at Home or Away.
1. The insurer of the Scheme (other than for Directors and Officers Liability and Legal Expenses) is Allianz Insurance plc. For Directors and Officers Liability the insurer is Zurich plc. Legal Expenses is arranged by ARAG on behalf of the insurer AMTrust Europe Limited.
 2. The annual renewal date for the Scheme is 1st March, but you can take advantage of ExtraCover immediately or at the anniversary of your existing insurance.
 3. To ensure continuous cover, club officials must ensure the renewal application, properly completed, is received with the appropriate premium or completed Direct Debit Mandate by the last working day of February.

There are no days of grace allowed by the insurers. Applications received on or after 1st March will only be valid from the date received

Broker Contacts

For expert advice and assistance concerning quotations, arranging cover, settlement of claims or making a complaint about the sale of this Policy – contact your ExtraCover Team at Marshall Wooldridge:

ExtraCover Insurance
Marshall Wooldridge Ltd
14–16 Ivegate
Yeadon
Leeds LS19 7RE

Telephone – 0800 289301 or 0113 250 6614

Fax – 0113 239 1296

Email extracover@marswool.com

Internet www.marshallwooldridge.com/sports-insurance/

Contacts for Claims, Cover and Quotes

Helen Kincaid	helen.kincaid@marswool.com
David Barker	david.barker@marswool.com
Mark Dearden	mark@marswool.com
Richard Sykes	richard@marswool.com

Complaints

For all complaints in respect of Commercial Legal Expenses cover, please contact

Commercial Legal Expenses

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level.

We can be reached in the following ways:

- 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).
- customerrelations@arag.co.uk
- ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Step 2

If we are not able to resolve the complaint to your satisfaction, then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. From 1 April 2019 the FOS will normally deal with complaints from small business with an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million.

They can be contacted at:

- 0800 023 4567 or 0300 1239 123
- complaint.info@financial-ombudsman.org.uk
- Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

For all complaints in respect of Directors and Officers cover, please contact

The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ

Using the complaints procedures above or referral to the Financial Ombudsman Service does not affect your legal rights.

For all complaints, other than those concerning Legal proceedings or Directors and Officers cover, please contact the Customer Satisfaction Manager at Allianz Insurance plc:

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

Telephone: 01483 552438

Fax: 01483 790538

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.

Liability Cover

Public and Products Liability

This section covers the legal liability of the Club, committee members, trustees, individual members and volunteers whilst engaging in club activities including official social functions for:

- accidental injury to members of the public or accidental loss of or damage to third party property up to £5,000,000 or £10,000,000 any one claim;
- accidental injury to members of the public or accidental loss of or damage to third party property caused by Products supplied by the club up to £5,000,000 or £10,000,000 any one period of insurance;

(Select the limit of indemnity of £5,000,000 or £10,000,000 as required on the ExtraCover Insurance Proposal Form)

The cover automatically includes:

- "Member to Member" Liability;
- Manslaughter Defence costs up to £5,000,000 limit;
- Terrorism up to £5,000,000 limit;
- liability arising from the sale or supply of food and drink and other goods;
- Financial Loss not arising out of injury or damage up to £2,000,000;
- Libel or Slander up to £1,000,000;
- social functions and meetings;
- Property Owners' Liability;
- car park responsibility;
- legal and other costs and expenses in connection with the defence of any valid claim; Excluding
- the first £100 of any claim in respect of loss of or damage to third party property;
- the ownership or use of any mechanically propelled vehicle where motor insurance is required by law.

Employers' Liability

Employers' Liability cover is required for:

- Bar staff, cleaners, ground staff, persons under work experience, voluntary helpers etc whether or not gainfully employed.

It is also a legal requirement for clubs employing any other persons on a full or part time basis

A statutory Certificate of Insurance to display within your clubhouse will be issued at the time of certification.

This section covers the Club's legal liability to employees for death or injury happening in the course of their employment with the club up to £10,000,000 any one claim.

Please contact the ExtraCover team at Marshall Wooldridge for a quotation.

Personal Accident

Please contact the ExtraCover team at Marshall Wooldridge for a quotation.

The cover provides benefits to club members, players, umpires and scorers for accidental bodily injury whilst engaging in official club activities, including:

- cricket matches, practice matches, official practice or coaching session organised or attended by the club
- maintenance/preparation of pitch and playing area
- preparing or serving refreshments
- maintenance/alteration work on club premises (excluding demolition, constructing buildings, work on roofs at heights exceeding 12 feet from ground and the use of power driven machinery other than hand tools)
- carriage of club money (assault)
- direct travel to/from any match/practice organised or attended by the club.

Two levels of cover, Standard Cover and Gold Cover are available.

The Physiotherapy Expenses benefit is only available under Gold Cover.

Weekly benefit for Temporary Total Disablement is automatically provided under Gold Cover at £250 per week up to 104 weeks for adult Members.

Under Standard Cover Weekly Benefit for Temporary Total Disablement is available as an optional cover at additional cost.

Benefit	Standard Cover		Gold Cover	
	Amount (Adult Members)	Amount (Members aged under 16)	Amount (Adult Members)	Amount (Members aged under 16)
1. Accidental Death	£25,000	£ 2,500	£35,000	£2,500
2. Loss of Sight	£25,000	£25,000	£35,000	£35,000
3. Loss of Hearing – Both Ears	£12,500	£12,500	£25,000	£25,000
4. Loss of Hearing – One Ear	£6,250	£6,250	£12,500	£12,500
5. Loss of Limb	£25,000	£25,000	£35,000	£35,000
6. Loss of Speech	£12,500	£12,500	£25,000	£25,000
7. Loss of Internal Organ	£5,000	£5,000	£10,000	£10,000
8. Permanent Total Disablement *including Continental Scale (see over)	£25,000	£25,000	£35,000	£35,000
9. Dental treatment and/or Repair/Replacement of broken/cracked spectacles or dentures following an accident covered by this Insurance	Up to £750	Up to £750	Up to £1,500	Up to £1,500
10. Hospitalisation as an in-patient due to an accident covered by this Insurance	£25 per day up to a maximum of £500	£25 per day up to a maximum of £500	£50 per day up to a maximum of £1,000	£50 per day up to a maximum of £1,000
11. Physiotherapy Expenses when a member is unable to play in official matches for the Insured club following accidental bodily injury subject to referral by the member's medical attendant	Not applicable	Not applicable	up to £1,000	up to £500
12. Temporary Total Disablement	Available as Additional cover – see over	Available as Additional cover – see over	£250 per week up to 104 weeks	£25 per week up to 104 weeks

* Standard Cover - Additional Temporary Total Disablement Weekly Benefit

Benefit	Amount (Adult Members)	Amount (Members aged under 16)
Temporary Total Disablement	Up to 20 X £10 per week units (maximum £200) up to 104 weeks	£10 per week up to 104 weeks

Premium for Additional Cover – Temporary Total Disablement Weekly Benefit – Please contact Marshall Wooldridge for a quotation

This benefit is only available when Personal Accident section Standard Cover is also insured.

Units of weekly benefit may be purchased under Temporary Total Disablement up to a maximum of 20 units of £10 each per week. (Maximum payable for 20 units is £200 per week, Members aged under 16 are restricted to a maximum of £10 per week benefit) Please refer to the Key Facts document for a more detailed summary of cover, terms and conditions.

*Continental Scale

Compensation under Item 8 Permanent Total Disablement is extended to include the following Benefit subject to a maximum total of 100% in the aggregate.

<ol style="list-style-type: none"> 1. Permanent Total Disablement 100% 2. Permanent loss by physical separation of: <ol style="list-style-type: none"> a. one thumb: <ol style="list-style-type: none"> I. both phalanges 30% II. one phalange 15% b. one index finger: <ol style="list-style-type: none"> I. three phalanges 20% II. two phalanges 13% III. one phalange 6% c. one other finger: <ol style="list-style-type: none"> I. three phalanges 10% II. two phalanges 6% III. one phalange 3% d. one great toe: <ol style="list-style-type: none"> I. two phalanges 15% II. one phalange 7.5% 	<ol style="list-style-type: none"> e. one other toe: <ol style="list-style-type: none"> I. three phalanges 5% II. two phalanges 3% III. one phalange 1.5% 3. Permanent total loss of use of: <ol style="list-style-type: none"> a. Shoulder or Elbow 25% b. Wrist, Hip, Knee or Ankle 20% 4. Removal by Surgical Operation of Lower Jaw 30% 5. Sickness resulting in Loss Of Sight or Permanent Total Disablement by Paralysis 20% <p>which the Insured Person has survived for at least one month from the date of the occurrence. In the event of Partial loss for 2 a proportionately lower percentage of compensation will be payable.</p> <p>Claims arising from pre-existing conditions are excluded in respect of Benefit 5.</p>
--	--

Significant or Unusual Exclusions or Limitations

<p>The Personal Accident section of the Policy does not cover injury arising from:</p> <ul style="list-style-type: none"> • suicide or self injury • motorcycling (other than in respect of mopeds or scooters up to 50cc) • riding or driving in any kind of race or endurance test (or practice thereof) • injury caused or contributed to by an existing physical or mental condition • taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for own drug addiction or alcoholism • flying other than as a fare paying passenger • service in the armed forces • Nuclear, chemical or biological Terrorism 	<p>For persons under the age of 16 the Death Benefit is limited to £2,500</p> <p>No cover for persons aged 85 or over</p> <p>For persons aged between 80 and 85 the Death, loss of one or more limbs and/or sight in one or both eyes or Permanent Total Disablement is limited to £5,000 and Temporary Total Disablement are not payable</p> <p>Event, conveyance and aircraft accumulation limit £500,000</p> <p>A claim under the Temporary Total Disablement weekly benefit may not exceed the Insured Persons earnings less statutory sick pay</p> <p>A claim under the Temporary Total Disablement weekly benefit for an Insured Person who is not gainfully employed is restricted to compensation for reasonable additional personal expenses actually incurred (up to the weekly maximum benefit) due to accidental bodily injury</p> <p>For persons under the age of 16 the Temporary Total Disablement benefit is limited to £10 per week up to 104 weeks</p> <p>Claims arising from pre-existing conditions are excluded in respect of Benefit 5.</p>
---	---

All Risks

The minimum sums insured detailed below need to reflect the club's total exposure within each category. Should any of the minimum sums insured be inadequate, please contact the ExtraCover team at Marshall Wooldridge for a quotation.

1. Club Bag(s), Cups and Trophies		
Cover	Sum Insured	Principal Exclusions
Loss or destruction of or damage anywhere in the United Kingdom.	£1,000	Breakage in play, members' own property, theft from unlocked vehicles, articles other than normal cricket bag contents The first £150 of each and every claim
2. Non-Turf Pitches, Netting and Poles		
Cover	Sum Insured	Principal Exclusions
Loss or destruction of or damage anywhere in the United Kingdom.	£5,000	The first £150 of each and every claim
3. Cricket Square(s)		
Cover	Sum Insured	Principal Exclusions
Loss or destruction of or damage to the Cricket Square(s) at the premises including loss of income.	£1,000	The first £150 of each and every claim
4. Sightscreens and Cricket Pitch Covers		
Cover	Sum Insured	Principal Exclusions
Loss or destruction of or damage anywhere in the United Kingdom.	£5,000	The first £150 of each and every claim
5. Bowling Machinery and Portable Scoreboards		
Cover	Sum Insured	Principal Exclusions
Loss or destruction of or damage anywhere in the United Kingdom.	£3,000	The first £150 of each and every claim
6. Marine Cargo Containers		
Cover	Sum Insured	Principal Exclusions
Loss or destruction of or damage at the premises.	£12,500	The first £350 of each and every claim
7. Fixed Benches and Ropes		
Cover	Sum Insured	Principal Exclusions
Loss or destruction of or damage at the Premises	£2,000	The first £150 of each and every claim
8. Portable Electronic Equipment		
Cover	Sum Insured	Principal Exclusions
Loss or destruction of or damage to Laptop Computers, Audio-Visual and Portable Electronic Equipment, including Ancillary Equipment anywhere in the United Kingdom.	£1,500	The first £150 of each and every claim Theft from any unattended road vehicle unless the vehicle is locked and the item is kept within a boot or glove compartment or concealed from view
9. Marquees		
Cover	Sum Insured	Principal Exclusions
Loss or destruction of or damage at the Premises	£2,500	The first £500 of each and every claim

Commercial Legal Expenses

Commercial Legal Expenses is a 'claims made' cover section, which means that claims must be initially notified to the insurers during the period of insurance.

Significant Features and Benefits

The insurer will pay legal costs & expenses and employment compensation awards up to £250,000 or as otherwise stated in the policy including the cost of appeals for the following:

1 Employment

A dispute with a past, present, or prospective employee, arising from a contract of service and/or alleged breach of employment laws.

2 Employment compensation awards

Where we have accepted your claim under Employment, the insurer will pay a basic and compensatory award made against you by a tribunal, or an amount agreed by us to settle a dispute.

3 Employment restrictive covenants

A dispute with

- your employee or ex-employee which arises from a restrictive covenant in a contract of service with you
- another party who alleges that you have breached their legal rights protected by a restrictive covenant.

4 Tax disputes

A formal tax enquiry by HMRC, where a dispute arises following a compliance check by HMRC in relation to your business tax affairs, or where a dispute arises about VAT.

5 Property

An event which causes damage to your property, a public or private nuisance or trespass, and recovery or repossession of property from an employee or ex-employee.

6 Legal defence

We will defend the insured

- in an investigation that could lead to prosecution
- if criminal proceedings are brought. Cover for motor-related investigations and prosecutions is included.

Significant Exclusions or Limitations

- It must always be more likely than not that your claim will be successful.
- You must report your claim during the period of insurance and as soon as you become aware of the circumstances that could lead to a claim.
- Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal.
- Legal costs, expenses or compensation awards incurred before we accept a claim.
- Costs that exceed the sum we would have agreed to pay a solicitor on our panel, if the insured chooses to use their own representative.
- Pursuing an action other than an appeal.
- Any redundancy notified claim within 180 days of you taking out this policy.
- Internal grievances or disciplinary matters.

Money due to an employee under a contract.

The restrictive covenant must not extend further than is reasonably necessary to protect your business interests or contain restrictions in excess of 12 months.

- Any claim where you have been careless or have not met legal timescales.
- An investigation by the Fraud Investigation Service of HMRC.
- Tax avoidance.

Any claim where a contract exists between you and the other party (apart from the recovery or repossession of property from an employee or ex-employee).

Commercial Legal Expenses (Continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p>7 Compliance & regulation</p> <ul style="list-style-type: none"> An appeal against the terms of a Statutory Notice issued against your business. Representing you throughout an investigation by a professional or regulatory body and at any subsequent disciplinary hearing. Defence of a civil action brought <ul style="list-style-type: none"> for wrongful arrest arising from an allegation of theft; under the Data Protection Act; against your employees where unlawful discrimination has been alleged or there has been a breach of duty in their capacity as trustee of a pension fund set up for the benefit of your employees. <p>8 Statutory licence appeals An appeal against a formal written proposal to alter, suspend, revoke or refuse to renew a licence or registration.</p> <p>9 Loss of earnings The insurer will pay loss of earnings if an employee has to attend court or tribunal for a claim under this policy or because they are called for jury service.</p> <p>10 Personal injury We will represent an employee to pursue a claim for compensation if they are injured at work where fault lies with a third party.</p> <p>11 Executive suite The principal, executive officers, directors and partners of your business are covered for the following:</p> <ul style="list-style-type: none"> An HMRC enquiry into the executive's personal tax affairs. A motoring prosecution that arises from driving for personal, social or domestic use. A claim that arises from personal identity theft. A dispute that arises from the terms of your business partnership agreement that is to be referred to mediation. Crisis communication, as described below, covers your executives for matters occurring in their private and personal capacity and that cause reputational damage. <p>12 Crisis communication Access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.</p> <p>Legal & tax advice helpline Access by telephone to legal and tax experts for UK and EU-wide legal advice and UK tax advice.</p>	<p>Conditions, illness or disease that gradually develop over time are excluded.</p> <ul style="list-style-type: none"> The exclusions that apply to insured events 4), 6) above and 12) below also apply to an executive claiming against this insured event. For identity theft claims the person claiming must have followed advice from the Executive suite identity theft resolution helpline. <ul style="list-style-type: none"> Matters that should be dealt with through your normal complaints procedures. A matter that has not actually resulted in adverse publicity. The maximum the insurer will pay is £25,000. Advice will not be put in writing. Advice is restricted to business legal matters. Advice on UK tax law is available Monday to Friday between 9am and 5pm (except bank holidays). We cannot advise on financial planning or financial services products. Services are subject to fair and reasonable use.

Commercial Legal Expenses (Continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Redundancy assistance helpline A specialist consultancy that will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review, telephone and written advice.</p> <p>Executive suite identity theft Telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties.</p> <p>Crisis communication If your business has attracted negative publicity which could cause reputational damage, you can access professional PR support from our Crisis communication experts at any time.</p> <p>Counselling assistance Qualified counsellors will provide confidential support and advice by phone to your employees or their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.</p> <p>Business legal services website Register using your voucher code to download legal documents that can assist with day-to-day issues that affect your business.</p>	<ul style="list-style-type: none"> • Available Monday to Friday between 9am and 5pm (except bank holidays). • This service attracts a fee. <p>Available Monday to Friday between 9am and 5pm (except bank holidays).</p> <ul style="list-style-type: none"> • Documents are for business use. • Some documents only apply for England & Wales. • Most documents are free but a few attract a modest charge. • Legal review services are subject to a fee. <p>Territorial limit The UK, Channel Islands and the Isle of Man, except for Legal defence where cover extends to EU countries, Norway and Switzerland.</p> <p>Period of insurance Unless otherwise agreed the period of insurance shall be for 12 months.</p> <p>Legal costs & expenses</p> <ul style="list-style-type: none"> • Reasonable costs incurred by the appointed advisor. • The other side's legal costs. • Employment compensation awards and employee settlements agreed with us. • Basic wages and salary in respect of Loss of earnings cover. • Crisis communication costs. • Fees for intervention.

Directors and Officers Liability

This provides the Insured and its directors, officers and/or trustees of the club with protection against civil or criminal lawsuits and regulatory proceedings. Without this cover members are placing their entire personal assets at risk. The cover provides a pool of money that can be drawn on to fund defence and settlement costs and to pay for the costs of legal representation at investigations.

Corporate Liability is standard cover extending the policy to respond to claims made against the club. If an organisation is found guilty of Corporate Manslaughter by the HSE made under the Corporate Manslaughter and Corporate Homicide Act 2007, for the way in which its activities were managed or organised and this causes a death in the workplace and/or if there has been a gross breach of duty of care to the person who died, our policy will look to defend.

Clubs may not immediately conjure up thoughts of disputes and litigation. However, life can be as complicated for these bodies and their trustees as it is for commercial companies and their directors. Current case law and statute can create a personal and unlimited liability for trustees. This means that without adequate insurance protection, civil or criminal lawsuits, and regulatory proceedings against trustees put his/her entire personal estate at risk.

Potential Sources of claims for Incorporated Clubs:

Employee rights and obligations	Accusations of mismanagement
Breach of fiduciary duties	Insolvency
Health and safety investigations and/or prosecutions	Libel and slander
Intellectual property infringements	Trading standards

Claims Example: a director faced criminal prosecutions for alleged breaches of health and safety legislation, which resulted in the accidental deaths of two employees.

Claims Example: whilst the Club was in receivership, a director signed a company cheque to pay a key supplier. The cheque was dishonoured and the director was found personally liable for the amount of the cheque.

Potential Sources of claims for Unincorporated Clubs:

Employee rights and obligations	Tax
Property	Libel and slander
Winding up	Trading standards

Claims Example: committee members of a Club who employed an incompetent person to repair a stand were held personally liable to people injured when the stand collapsed.

Claims Example: a Club held its alcohol sales licence in its treasurers name. A trading standards officer found short measures being sold at the group's premises. Defence costs were incurred in defending the treasurer in the criminal proceedings which resulted.

As an additional benefit, this policy is extended to cover Crime. The cover is broken down as follows:

Act of Fraud or Dishonesty: This will provide cover in respect of loss of money, securities and goods, the property of you or for which you are responsible at law, resulting directly from any act of Fraud or dishonesty committed by a club official or employee acting alone or in collusion with others. This extends to cover fraudulent or dishonest misuse or manipulation by a third party of the computer systems and programmes operated by you.

Forgery: This will indemnify you for the loss of money or securities resulting from forgery.

Funds Transfer Fraud: This will provide indemnity to you for the theft of any of your funds from an account maintained by you at a financial institution following fraudulent electronic, telegraphic, cable, teletype, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from you, but which are fraudulently transmitted or issued, are a forgery or fraudulently altered by another.

For full details of the policy and a list of exclusions you should refer to the policy wording, a copy of which is available on request.

The insurers of the Directors and Officers Liability Section of cover are Zurich Insurance plc.

Limit in the aggregate		
D&O	Entity	Crime
£100,000	£100,000	£10,000
£250,000	£250,000	£10,000
£500,000	£500,000	£10,000
£1,000,000	£1,000,000	£10,000

Club Buildings, General Contents and Ground Machinery

The following covers are available:

Buildings*, General Contents, Ground Machinery		
Cover	Sum Insured/Limit	Principal Exclusions
Accidental loss or destruction of or damage to Buildings, General Contents and Ground Machinery at the premises extending to anywhere in Great Britain, Isle of Man or the Channel Islands in respect of Ground Machinery Cover for Buildings includes: Loss, destruction or damage caused by theft or attempted theft	As selected £10,000	Subsidence, heave or landslip (The cover may be added back in for Category 1 Buildings subject to acceptance and a minimum £1,000 policy excess – please contact the ExtraCover Team at Marshall Wooldridge for a quote) Theft or attempted theft not involving forcible and violent entry to/exit from the buildings The first £350 of each and every claim ** The first £50 of each and every claim for breakage to glass, sanitary ware or wash basins
Cover for General Contents includes: Cost of replacement of locks of club buildings due to theft of keys	£1,000	The first £50 of each and every claim for replacement of locks and keys
Loss of Revenue for up to twenty four months following damage to the insured premises	4 x limit selected for General Contents cover and/or Ground Machinery	
Additional Increased Cost of Working	£25,000	
Loss of Revenue for up to 12 months following forfeiture, suspension or withdrawal of alcohol licence	£50,000	
Loss of metered water due to an insured risk	£10,000	
Non-Negotiable Money	£250,000	
Negotiable Money		
a) in transit	£3,000	
b) in the personal custody of the Insured of their authorised employees out of business hours	£500	
c) in a bank safe	£3,000	
d) within the Premises during business hours	£3,000	
e) within the Premises out of business hours not contained in a locked safe or strongroom	£500	
f) within the Premises out of business hours contained in a locked safe or strongroom	£2,000	
Loss of Wines/Spirits/Cigarettes/Tobacco	10% of the limit selected for General Contents	Loss of Wines/Spirits/Cigarettes/ Tobacco in excess of £5,000
Frozen Food	£750	Excludes loss of frozen food in freezers more than 10 years old
Goods in Transit	£1,000	Theft from an unattended road vehicle

*It is essential that cover is selected in the correct Category for each building insurance you wish to effect.

****The policy excesses only apply once per incident if your club claims under both the building section and the General Contents and/or Ground Machinery Section.**

Buildings Category 1 – External walls to be entirely of brick, stone, concrete, metal or asbestos and roofed with slates, tiles, concrete, asbestos, metal or timber/felt.

Buildings Category 2 – All others not within Category 1.

Marine Cargo Containers should be separately Insured under item 6 of the All Risks Section (please see page 5).

Please contact the ExtraCover team at Marshall Wooldridge for Club Buildings, General Contents and Ground Machinery premiums – higher sums insured are available for certain covers. Additional covers may be available upon request.

Important Notices for Clubs requiring Buildings, Marine Cargo Containers, General Contents or Ground Machinery cover

Cover in respect of Theft and Attempted Theft

Under Section 1. Property Damage of the ExtraCover Policy wording for Cricket Clubs, the Insurer will pay the Insured for Damage to Property Insured at the Premises shown in the Schedule excluding theft or attempted theft;

- i which does not involve entry to or exit from a building by forcible and violent means or hold-up by violence or threat of violence to the Insured or any Member or Employee of the Insured or members of their families or any other person who has a legal right to be on the Premises excluding Damage
- ii to Property in the open or in open fronted buildings but this exclusion shall not apply to Ground Machinery whilst in use or which has been secured to the building (or to the ground by a high tensile steel anchor concreted into the ground), by a padlock conforming to BS EN 12320 CEN Security Grade 4, 5 or 6 and a chain approved to "sold Secure" Gold (www.soldsecure.com).
- iii expedited or in any way brought about by the Insured or any Member or Employee of the Insured or any other person who has a legal right to be on the Premises.

Minimum Level of Security Specification

Cover for theft or attempted theft will only apply if the following minimum level of security (or alternative security protections as agreed in writing by Allianz whether following survey or otherwise) is installed at the premises and put into effect whenever the buildings are left unattended.

Doors

All external (and internal doors leading to other parts of the premises not in the insured's occupation) which are NOT fire exit doors and do NOT form part of a fire escape route:-

Aluminium Doors – single leaf doors should be fitted with a cylinder mortice deadlock. Double leaf doors should have the standing leaf secured with flush bolts and the opening leaf secured with a cylinder mortice deadlock with a hook bolt mechanism.

UPVC or plastic framed glazed doors – a multipoint lock which, where installed after 30/06/2011, conforms to PAS 3621 (including amendments) or a cylinder operated mortise deadlock. For double doors, the first closing section must have integral or surface mounted bolts which shoot into the frame at the top and the floor at the bottom of the door. The final closing section must have a cylinder operated mortise deadlock.

Single leaf wooden doors of minimum 45mm thickness – mortice deadlock to British Standard BS3621 and a boxed steel striking plate at least 17.5 centimetres long or rim deadlock to BS3621. For wooden doors of less than 45mm thickness - either a rim deadlock to BS3621 or mortice security bolts at the top and bottom of the door.

Double leaf wooden doors – mortice security bolts at the top and bottom of each door or secured by a padlock and locking bar to BS EN 12320 CEN Security Grade 4, 5 or 6.

The hinge side of any outward opening wooden doors to be protected by two hinge bolts fitted approximately 400mm from the top and bottom of the door.

External fire exit doors – keyless egress type lock to BS 8621 or internal lever/handle operated fire/emergency exit latch device to BS EN 179 or internal panic bar operated latch device to BS EN 1125.

IMPORTANT NOTE – in all cases, the suitability of any locks, padlocks, bolts, latches etc. must be checked by the relevant legally responsible person(s), as part of the fire safety risk assessment for the premises **(Where it is not possible to fit a locking device in accordance with the above criteria, refer to the ExtraCover team at Marshall Wooldridge for Allianz approval).**

Marine Cargo Containers

Doors to be protected by a Close Shackle Padlock and locking bar to BS EN 12320 CEN Security Grade 4, 5 or 6.

Up and Over Garage Doors

Up and over doors must be secured by a padlock conforming to BS EN 12320 CEN Security Grade 5 inserted through a hole drilled into each guide channel approximately 25mm above a guide roller. Alternatively the doors can be secured by a padlock conforming to BS EN 12320 CEN Security Grade 5 attaching to a secured mounting point.

Windows

All external basement, ground floor and other accessible windows, fanlights or skylights (accessible being a window, fanlight or skylight which is readily reachable such as a window adjacent to a roof, especially a flat roof, or a fire escape), which were originally constructed to open, to be secured by key operated window locks, except in respect of:

- a. louvered windows which should be replaced with a conventional window of fixed glass.
- b. windows which are already protected by security grilles, shutters or bars of a type accepted in writing by Allianz.

Keys

You must remove all keys from the locks and keep them in a secure place.

General

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 contact the ExtraCover Team at Marshall Wooldridge 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 the ExtraCover Team at Marshall Wooldridge

Please tell the ExtraCover Team at Marshall Wooldridge 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 Marshall Wooldridge, 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.

Notifying a claim

If an Accident loss or Damage occurs or any circumstances arise which may cause a claim to be made you should notify Marshall Wooldridge Ltd, 14-16 Ivegate, Yeadon, Leeds, LS19 7RE Telephone 0800 289 301 Fax. 0113 239 1296

- promptly, if an incident occurs that may lead to you making a claim
- immediately, in the event of a serious Accident, loss or Damage Please provide as much information as possible about the claim, and your certificate number if available
- We recommend you check that the Accident, loss or Damage is covered by your Policy. If you are in any doubt please consult Marshall Wooldridge Ltd
- You should comply with the requirements for claim notification contained in the Policy conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult Marshall Wooldridge Ltd
- You should carry out any emergency action to protect your Property from further Damage (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact us via your Marshall Wooldridge Ltd before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them
- You should report to the Police any loss or Damage from theft, arson, malicious Damage, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for Injury to someone or Damage to their Property is not discussed with or admitted to anyone else
- If an Employee or someone else is holding you responsible for Injury to them or for Damage to their property then you should tell us promptly via Marshall Wooldridge Ltd, and send any letters, writs or summons to us unanswered
- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
 - forward a claim form for you to complete and sign
 - appoint an independent Loss Adjuster to deal with your claim
 - arrange for one of our Claims staff to visit you
 - reply to you via Marshall Wooldridge Ltd by letter or by telephone

Allianz Claims Handling Office
Telephone Numbers

For Property Damage claims
Tel: 0344 412 9988

For Liability and Accident claims
Tel: 0344 893 9500

Lines are open from 9am to 5pm Monday to Friday.

Outside our normal opening hours contact us on our 24-hour claim notification line – Tel: 0345 604 9824

Allianz addresses for claims correspondence Claims Division

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

Legal Expenses Claims Procedure

Telling us about your claim

- 1 Under no circumstances should you instruct your own solicitor or accountant as the insurer will not pay any costs incurred without our agreement.
- 2 If an insured instructs their own solicitor or accountant without telling us, they will be liable for costs that are not covered by this policy.
- 3 A claim form can be downloaded at www.arag.co.uk/newclaims or requested by telephoning us on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- 4 The completed claim form and supporting documentation can be sent to us by email, post or fax.

Further details are set out in the claim form itself.

What happens next?

- 1 We will send the insured a written acknowledgment by the end of the next working day after receiving their claim form.
- 2 Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to the insured either:
 - a. confirming cover under the terms of your policy and advising the insured of the next steps to progress their claim; or
 - b. if the claim is not covered, we will explain in full the reason why and advise whether we can assist in another way.
- 3 When a representative is appointed they will try to resolve the insured's dispute without delay, arranging mediation whenever appropriate.
- 4 We will check on the progress of the insured's claim with the appointed advisor from time to time.

Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Zurich Claims Handling Telephone Number

To make a claims under the Directors & Officers cover please contact Marshall Wooldridge on 0800 289 301.

Partnership Plus – Risk Improvements

Allianz will contribute up to 50% of the cost of agreed risk improvements, subject to a maximum of 20% of your total premium or £250, whichever is the less. If you wish to take advantage of Allianz's Partnership Plus, please contact the ExtraCover team at Marshall Wooldridge to discuss the improvements you want to make.

Law Applicable & Policy Language

Unless agreed otherwise by the Insurer:

- a. the language of the Policy and all communications relating to it will be English; and,
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

Terrorism

Acts of Terrorism are excluded under All Risks, Club Buildings and Ground Machinery/Contents and any other Property Insurance. Cover for Acts of Terrorism under Public and Employers Liability Insurance is limited to £5,000,000. Personal Accident excludes Acts of Terrorism involving Nuclear, Biological or Chemical Contamination.

We must be notified in advance if your ground's spectator capacity is 10,000 or more, or if any games/events will take place at a venue where there will be an attendance of 10,000 or more.

In respect of Property Cover, Full Terrorism Cover is available on request subject to an additional premium. Please contact the ExtraCover team at Marshall Wooldridge.

Cancellation Rights

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 ExtraCover team at Marshall Wooldridge.

What do I do next?

- For expert advice, assistance or quotation please contact the ExtraCover team at Marshall Wooldridge Ltd on FREEPHONE 0800 289301 or email extracover@marswool.com
- New Applicants should complete the Extra Cover Insurance Proposal Form
- If you require cover outside the scope of the terms contained in this brochure please contact the ExtraCover team at Marshall Wooldridge for further advice.

How do I pay?

Return your completed Proposal Form with a **Cheque** for the full premium to: MARSHALL WOOLDRIDGE LTD

at

ExtraCover Insurance,
Marshall Wooldridge Ltd,
14–16 Ivegata,
Yeadon,
Leeds LS19 7RE

We can also arrange for you to pay through a **Bank Transfer** or **Credit/Debit Card**. Contact your ExtraCover team at Marshall Wooldridge on 0800 289301 to pay via one of these methods.

Cheques are to be made payable to 'Marshall Wooldridge Ltd'.

Instalments

Premiums can be paid by **Interest Free Instalments** when a Direct Debit mandate has been lodged with Marshall Wooldridge. All you have to do is complete and sign a single form, available by request from Marshall Wooldridge. We do the rest.

Direct Debit payment will be collected in 5 interest-free equal amounts on or after 1st April, 1st May, 1st June, 1st July and 1st August each year.

We are also able to offer an alternative instalment plan over a 10 month period through an external facility with Premium Credit. Please contact your ExtraCover team at Marshall Wooldridge on 0800 289301 for more information.

Financial Services Compensation Scheme

Allianz Insurance plc, Zurich Insurance plc and AmTrust Europe Limited contribute to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet its 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.

Marshall Wooldridge Limited. Registered in England number 1093348. Registered Address: Marshall Wooldridge Limited, 14–16 Ivegate, Yeadon, Leeds, LS19 7RE. Marshall Wooldridge Limited is authorised and regulated by the Financial Conduct Authority, registration number 136079.

Allianz Insurance plc. Registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.

Zurich Insurance plc

A public limited company incorporated in Ireland Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park. Dublin 4, Ireland.

UK Branch registered in England and Wales, Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised under a Binding Authority Agreement with the insurer AmTrust Europe Limited to administer this insurance. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.