



Allianz Insurance plc

MartialGuard Clubs and Associations

Policy Overview and Proposal



Allianz 



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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

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

We work in partnership with Towergate Insurance for your MartialGuard cover to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

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 business trading again as quickly as possible.

Should you need any further details or have any questions Towergate Insurance will be delighted to help.

Please contact them or visit their website:

www.martial-arts-insurance.co.uk

Address: Pegasus Court, Olympus Avenue,
Tachbrook Park, Warwick, CV34 6LW

Telephone: 01926 439511

Fax: 01926 439440

Email: martialguard@towergate.co.uk

Important

This document provides an overview of your policy.

Please read it carefully and keep it in a safe place.



Introduction

This document provides an overview of your policy. For full details please refer to the policy document, a copy of which is available on request. Towergate Insurance will be pleased to explain the policy cover in more detail.

Please read the Policy

Please read the policy and the policy schedule carefully to make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions. If you wish to change anything or if there is anything you do not understand, please notify Towergate Insurance. If you fail to notify Towergate Insurance, your policy may not operate or not operate fully.

What is the MartialGuard Clubs and Associations Policy?

The MartialGuard Clubs and Associations Policy will cover you for 12 months and is annually renewable. It is designed to cover the main insurance needs of a martial arts club or association. Most covers are optional for your selection and the covers available are as shown. The policy is underwritten by Allianz Insurance plc.

Covers available:

Public and Products Liability

Public Liability insures your legal liability to pay compensation to members of the public or club or association members if they are injured or their property is damaged as a result of an accident caused by you, your employees or members while acting on your behalf. Cover also includes financial loss resulting from 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 employees or members who are temporarily abroad on your behalf.

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.

You may select the limit of indemnity.

There is also an option to include an extension for abuse cover, upon payment of an additional premium. This extension insures your legal liability to pay compensation to members of the public or club or association members if they are abused by your employees or members while acting on your behalf.

The standard limit of indemnity for abuse is £100,000.

Employers Liability (only available if you choose cover for Public and Products liability)

Insures your legal liability to pay compensation to employees if they are injured (this means bodily injury, death, disease, illness or shock) whilst working for you. Cover includes your costs and those of your employees.

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.

The standard limit of indemnity is £10,000,000.

Directors and Officers Liability (only available if you choose cover for Public and Products liability)

Directors and Officers Liability insurance provides financial protection and therefore peace of mind for directors (which can include club or association officials) in terms of their personal liability when managing their company, club or association in their capacity as a director.

Smaller sized businesses can be just as vulnerable to claims as larger companies and as the directors of small private companies are subject to similar duties as listed companies.

Under the 1985 and 1989 Companies Acts directors and officers are exposed to over two hundred areas of statutory liability. This means that they can face unlimited personal liability for their actions and decisions on behalf of the company. Other legislation (e.g. Companies Act 2006) has further increased such liabilities.

Where a director or officer is alleged to have committed a wrongful act (any actual or alleged breach of duty, trust, neglect, error or omission) in performance of their duties they are exposed to potential liability.

A directors personal assets may be at risk if they are sued - claims can be brought by anyone with an interest in the affairs of the company: regulators, statutory authorities, shareholders, other directors, employees and in the case of insolvency, creditors, liquidators and administrators.

For small businesses, directors are often the sole or major director or shareholder and most will not have the resource to defend a claim which may put their business in jeopardy. Many directors incorrectly believe that they are protected by the limited liability status of their company.

Designed to meet the needs of small to medium sized UK businesses Allianz is one of the few leading insurers who offer Directors & Officers cover as part of a combined insurance policy.

The standard limit of indemnity is £250,000.

Group Personal Accident Insurance

The cover provides a fixed payment for an accident occurring while an Insured Person is taking part in martial arts training, grading, assessments or competitions organised by the club or association, which results in death or disablement.

Three bands of cover are available, shown below, each of which give a range of capital sums and weekly benefits. A wide range of extensions are automatically added to each band of cover.

Each club or association should select one of the three bands of cover available, which applies to all members.

The cover bands include the following variable benefits:

| | Silver cover | Gold cover | Platinum cover |
|---|---|--|--|
| Accidental Death | £50,000 | £50,000 | £50,000 |
| Accidental Death (under 16s*) | £2,000 | £2,000 | £2,000 |
| Loss of one Limb | £50,000 | £50,000 | £50,000 |
| Loss of two or more Limbs | £50,000 | £50,000 | £50,000 |
| Loss of Sight | £50,000 | £50,000 | £50,000 |
| Loss of Hearing in one Ear | £25,000 | £25,000 | £25,000 |
| Loss of Hearing in both Ears | £50,000 | £50,000 | £50,000 |
| Loss of Internal Organ | £25,000 | £25,000 | £25,000 |
| Loss of Speech | £50,000 | £50,000 | £50,000 |
| Permanent Total Disablement | £50,000 | £50,000 | £50,000 |
| Temporary Total Disablement (excludes under 16s*) | 100% weekly wage up to a maximum of £50 a week up to 52 weeks (excluding the first 14 days) | 100% weekly wage up to a maximum of £100 a week up to 52 weeks (excluding the first 14 days) | 100% weekly wage up to a maximum of £150 a week up to 52 weeks (excluding the first 14 days) |
| Additional Travel Expenses | up to £25 per week in the event of Temporary Total Disablement (maximum 52 weeks) | up to £25 per week in the event of Temporary Total Disablement (maximum 52 weeks) | up to £25 per week in the event of Temporary Total Disablement (maximum 52 weeks) |
| Broken Bones | legs, arms, collar or cheek bones £50 (maximum per person £150) finger, thumb or toe £5 (maximum per person £15) | legs, arms, collar or cheek bones £100 (maximum per person £500) finger, thumb or toe £25 (maximum per person £100) | legs, arms, collar or cheek bones £125 (maximum per person £1,000) finger, thumb or toe £30 (maximum per person £150) |
| Emergency Dental (pain relief) Expenses | Not Insured | up to £100 | up to £150 |
| Hospitalisation | £25 per day (maximum payment £750) | £50 per day (maximum payment £1,000) | £50 per day (maximum payment £1,000) |
| Legal Advice Helpline | 24 hours a day, 365 days a year | 24 hours a day, 365 days a year | 24 hours a day, 365 days a year |
| Physiotherapy Sessions | Not Insured | Up to 5 sessions in the event of Temporary Total Disablement (maximum payment £175) | Up to 10 sessions in the event of Temporary Total Disablement (maximum payment £350) |
| Rehabilitation and Retraining Expenses | up to £1,000 retraining expenses in the event of Permanent Total Disablement | up to £5,000 retraining expenses in the event of Permanent Total Disablement | up to £10,000 retraining expenses in the event of Permanent Total Disablement |

*an Insured Person under 16 years of age or under 18 years of age and in full time education

For a summary of the main benefits, terms, conditions and exclusions under this policy, you may wish to read our "Important Information about Your Policy" document or contact Tovergate Insurance

Proposal

Please return fully completed Proposal Form, with payment, to: MartialGuard, Towergate Insurance, Pegasus Court, Olympus Avenue, Tachbrook Park, Warwick, CV34 6LW

You may choose any of the following covers. Please tick the appropriate box(es) for the cover(s) you wish to insure.

Public and Products Liability Employers Liability (only available if you choose cover for Public and Products Liability)

Group Personal Accident Directors and Officers Liability (only available if you choose cover for Public and Products Liability)

On the pages that follow, please complete the Club or Association details, each section you wish to insure, the General Questions and the Declaration.

Please answer all the questions, tick the appropriate boxes and use block capitals

Club or Association Details

1 Your full Club or Association name

2 Your Club or Association address

3 Title: Ms Miss Mrs Mr Other (please specify)

Your full name

4 Your contact details,

Your postal address

Postcode

Your telephone number

Your email address

5 Details of styles and disciplines of all martial arts practiced

6 Details of any weapons used

a For demonstration

b For contact

c Details of safety measures including risk assessments and safety clothing for use of such weapons

7 The date your club or association was established

8 When do you want your insurance to start? (The policy is renewable annually)

9 Please confirm total number of
a Licensed members (including under 18's)

b Members under 18

10 If you are a club, are you affiliated to any martial arts association? Yes No
If 'Yes' please give details including full association name

Public and Products Liability

1 Please tick the box for the indemnity limit you want
£1,000,000 £2,000,000 £5,000,000 £10,000,000

2 Is all equipment properly maintained and kept in a good state of repair? Yes No
If 'No' please give full details

3 Do you organise any events or tournaments where the anticipated daily attendance exceeds 5,000 people? Yes No
(Please note standard cover excludes the organisation of tournaments and events which involves any party that is not included as the Insured unless you contact Towergate Insurance and an endorsement is issued)
If 'Yes' please give full details

4 Please give detail of goods sold, supplied, delivered or used for promotional purposes, including their intended function

5 Do you export any goods to the USA or Canada? Yes No
If 'Yes' please give full details of goods including their intended function, and applicable turnover

6 Do you know if any goods are supplied indirectly to the USA or Canada? Yes No
If 'Yes' please give full details of goods including their intended function, and applicable turnover

Public and Products Liability continued

7 Do you want to include the Abuse Extension (note an additional premium applies)

Yes No

If 'Yes' please answer the following questions

a Do you have a written policy statement on the protection of children and vulnerable adults?

Yes No

b Do all coaches and instructors receive a copy of this statement and is this recorded?

Yes No

c Do you have written guidelines on supervision of children or vulnerable adults where overnight accommodation is required or where photographs may be taken?

Yes No

d Has a specific risk assessment been undertaken in respect of children and vulnerable adults?

Yes No

e Are Enhanced Disclosure and Barring Service (DBS) Disclosure checks made for coaches and instructors prior to working with children and/or vulnerable adults?

Yes No

If you have answered 'No' to any of the above, please give full details

Group Personal Accident

1 Please tick box for cover band you want (please see Overview for Cover Band details)

Silver Gold Platinum

Employers Liability

(only available if you choose cover for Public and Products Liability)

1 Please confirm total number of

a clerical employees

b manual employees

2 What is your ERN (Employer Reference Number or Employer PAYE Reference), if applicable

Directors and Officers Liability

(only available if you choose cover for Public and Products Liability)

Limit of Indemnity £250,000 as standard

1 Have you been in operation for more than 24 months?

Yes No

If 'No' please give full details

2a Have you had any claims made against any Director or Officer in the past three years?

Yes No

2b If Yes, did the total settlement value exceed £1,000

Yes No

If you have ticked Yes to 2b, please give full details

3 Are you aware of any circumstances or incidents in the past three years that could give rise to a claim being made against a Director or Officer whether or not the circumstance or incident has been notified to a D&O insurer?

Yes No

If 'Yes', please give full details

4 If you have **more than** 300 members, please give your estimated annual turnover

Payment Options

Cheque (payable to Towergate Insurance)

Pay by Credit / Debit card

Cardholder's name (as it appears on the card)

Card Billing Address

Please charge my Debit / Credit card the total of £

16 digit Card Number

Card Expiry Date

Valid from Date (if applicable)

Issue number (if applicable)

3 digit Security Code (back of card, next to signature strip)

Date

Please note cover cannot commence until this signed proposal form and payment have been received and accepted by Towergate Insurance.

General Questions

- 1 Has any Insurer ever
- a) declined to insure you? Yes No
- b) cancelled or declined to renew any of your insurances? Yes No
- c) imposed special terms? Yes No
- If 'Yes', to a, b or c please give details

- 2 Have you or any partner, director or any other person responsible for managing the business in connection with this or any other business in which you or they have been trading, ever been
- a) convicted of or charged (but not yet tried) with any criminal offence other than road traffic offences? Yes No
- b) declared bankrupt or insolvent? Yes No
- c) a director or partner of a company that went into liquidation or receivership? Yes No
- d) prosecuted for a breach of any statute relating to health or safety of employees or others? Yes No
- e) served with a Prohibition Notice under the Health and Safety at Work Act? Yes No
- f) the subject of a recovery action by Customs and Excise or the Inland Revenue? Yes No
- g) the subject of a county court judgement made against you? Yes No
- If 'Yes', to any of the above please give details

- 3 Have you or any Partner or Director (in connection with this or any other business in which you or they have been trading) suffered any loss, made any claims or been involved in any accidents which have or could have resulted in a claim in respect of the risks proposed within the last five years? Yes No

If 'Yes', please give details

Important: You must give details of all claims, even if they were declined by your previous insurers.

| Year | Type of Loss | Details of Loss | Amount Paid £ | Amount Outstanding £ |
|------|--------------|-----------------|---------------|----------------------|
| | | | | |

Important Information

IMPORTANT INFORMATION – YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK

You must make a fair presentation of the risk to us at inception, renewal and variation of your Policy. This means that you must tell us about all facts and circumstances which may be material to the risks covered by your Policy in a clear and accessible manner or give us sufficient information to alert us of the need to make enquiries about such facts or circumstances

Material facts are those which are likely to influence us in the acceptance of or assessment of the terms or pricing of your Policy. If you are in any doubt as to whether a fact is material, you should tell us about it.

If you fail to make a fair presentation of the risk, we may avoid your Policy (that is treat it as if it had not existed) and refuse to pay any claims where any failure to make a fair presentation is:

- a) deliberate or reckless; or
- b) of such other nature that, if you had told us about a material fact or circumstance, we would not have issued, renewed or varied your Policy.

In all other cases, if you fail to make a fair presentation of the risk, we will not avoid your Policy but we may instead:

- a) reduce proportionately the amount paid or payable on any claim, the proportion for which we are liable being calculated by comparing the premium actually charged as a percentage of the premium which we would have charged had you made a fair presentation (e.g. if we would have charged you double the premium, we will only pay half the amount of any claims under your Policy); and/or
- b) treat your Policy as if it had included such additional terms as we would have imposed had you told us about a material fact or circumstance.

Payment of any claim you make will be subject to the application of any such additional terms.

For these reasons it is important that you check all of the facts, statements and information set out in your Proposal Form or in any other information provided are complete and accurate. You must also make reasonable enquiries to check with anyone you employ in your business that the facts and statements set out in your Proposal Form or in any other information provided are complete and accurate and that there are no other material facts which you need to disclose.

If any of the facts, statements and information set out in your proposal form, risk presentation or any additional information provided are incomplete or inaccurate, you must contact Towergate Insurance immediately.

Failure to do so could invalidate your policy or lead to a claim not being paid or not being paid in full.

Declaration

1 I/We declare that:

- a) I/We have read this proposal and understand that I/we are under a duty to make a fair presentation of the risk and that failure to do so could result in my/our policy being invalidated and/or a claim not being paid or not being paid in full;
- b) the facts, statements and information contained within this proposal, whether provided by me/us or by others on my/our behalf, are true and complete;
- c) the facts, statements and information which are not contained within this proposal but which have been provided to Allianz separately by me/us or by others on my/our behalf are true and complete;
- d) I/We have declared all material facts and circumstances which may affect the risk being accepted by Allianz under this policy even if Allianz has not asked me/us any questions about such facts.
- e) no insurer has declined my/our proposal, cancelled or refused to renew my/our policy or increased the premium or required special terms or conditions in respect of any of the risks proposed; and
- f) all sums insured stated above represent the full value of the property to be insured.

2 I wish to modify the above statements in the following respects:

3 I/We agree that this proposal and declaration and any information given separately shall be the basis of the contract between Allianz Insurance plc and myself/ourselves.

4 I/We agree to accept the Allianz standard form of policy for this type of insurance.

5 I/We understand that Allianz reserves the right to decline any proposal.

6 I/We have read the Data Protection statement contained within this Proposal and consent to data being used for the purposes specified.

Authorised Signature

Date

Position in club or association

Please return fully completed Proposal Form, with payment, to: MartialGuard, Towergate Insurance, Pegasus Court, Olympus Avenue, Tachbrook Park, Warwick, CV34 6LW.

Important:

Your Records

You should keep a record (including copies of letters) of all information you supply to Towergate Insurance and/or Allianz Insurance plc about this proposal.

Data Protection

Allianz Insurance plc together with other companies within the Allianz SE group of companies ("Allianz Group") may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers, (the "Claimants"):

- I. to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- II. to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.

Towergate Insurance is a trading name of Towergate Underwriting Group Limited. Registered in England No. 4043759 Registered address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN Authorised and regulated by the Financial Conduct Authority.

www.allianz.co.uk

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