





# **POLICY SCHEDULE**

You will only be entitled to insurance cover under the section or sections which you have selected and for which you have paid the required premium. Full details are lodged with Sportscover and are available on request.

Policy number	PLON99/0078622, PLON99/0078623 & PLON990078624
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# **Policyholder**

The Insured		Financial Fitness Group Limited (all member instructors contracted to Financial Fitness Group Limited, who have paid membership fees and been declared to Underwriters)	
	Address	ddress Unit 2 Venture Business Centre, Madleaze Road, Gloucester, GL1 5SJ	

# **Period of Insurance**

Individual Instructors attaching for a 12 month period during the following dates, both dates inclusive:

From 01/06/2021 To 31/05/2022	
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# **Cover Provided**

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	PUBLIC LIABILITY		
	Sum Insured (Limit of Indemnity any one occurrence) for the Sport/Activities detailed above £5,000,000 <b>OR</b> £10,000,000 (as per your Confirmation of Cover Letter)		
	PROFESSIONAL INDEMNITY		
Sports Liability	Sum Insured (Limit of Indemnity any one occurrence) for the Sport/Activities detailed above £5,000,000 Aggregate Limit £5,000,000		
	Retroactive Date	01/06/2012 or the date that the Instructor I contracted to Financial Fitness Limited, which	
	Excess	£Nil	
	CAPITAL BENEFITS	SUM INSURED	EXCESS
	Accidental Death	£50,000 (reducing to 20% for under 18s)	£Nil
Sports Accident	Permanent Total Disablement	£50,000, the percentage payable for each of events 4.1.2 to 4.1.6 as set out in the policy wording	£Nil
	PORTABLE ITEMS		
	ITEM DESCRIPTION	SUM INSURED TERRITORY	
	Kit & Equipment	£1,500 per Instructor United Kingdom	
	KIT & EQUIPMENT CONDITION Cover for Kit & Equipment (excluding Video & Electronic Equipment) only is as follows: Fire, lightning, explosion, aircraft, storm, water damage, impact, malicious damage, accidental damage (excluding whilst in use in sport) and theft subject to forcible and violent entry.		
Property	Kit & Equipment is covered: 1) in any secure building at the gym premises 2) at the home premises of an Instructor 3) stored out of sight in a locked motor vehicle		
	1) & 2) above are subject to Sportscover's Security Precautions clause as shown in the policy wording		
	Deductibles: £250 each and every	loss	







Territorial Limits Policy Jurisdiction	possessions, dependencies or protectorates.	
Underwritten by	Certain Underwriters at Lloyd's under contract number B0750RNAFB1903622 and Allianz Glob Corporate & Specialty SE under contract number GBT00020020	
General Conditions & Endorsements	COMMUNICABLE DISEASE EXCLUSION This exclusion is applicable to the Public & Products Liability Section only. It is understood and agreed that this Policy does not cover any loss caused directly or indirectly, contributed to, by, or attributable to a Communicable Disease or fear or threat of a Communicable Disease. Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.  CONDITION PRECEDENT TO LIABILITY It is a condition precedent to Our liability that all practitioners are qualified to a suitable, professionally recognised standard for all activities being instructed.  AERIAL SILKS/HOOPS AND ROPE CLIMBING Participants must not be in excess of 1.5m (from the lowest part of the body) above floor level in respect of Aerial Silks/Hoops. Participants must not be in excess of 5m (from the lowest part of the body) above floor level in respect of Aerial Silks/Hoops. Participants must not be in excess of 5m (from the lowest part of the body) above floor level in respect of Provide Antenatal or Postnatal fitness activities, all participants must have written or verbal approval (noted on their medical records) from a qualified general practitioner or midwife and the Personal Trainer must hold a recognised Antenatal/Postnatal Fitness qualification.  MARTIAL ARTS/CONTACT ACTIVITIES Cover in respect of any Martial Arts, Boxing, Kickboxing or Mixed Martial Arts is restricted to training as part of a fitness regime only and excludes any private performances, events, competitions or parties.  TREATMENTS Where We have agreed to include Treatment activities as demarked by # on the Approved Activities list the following shall apply:  Your income generated from such Treatment activities as defined in the Approved Activities list shall not exceed 50% of Your total annual income  This Policy shall exclude any liability arising from any invasive procedures (those which break the skin or involve the internal body)  CROSSFIT CrossFit UK	
	CANI-CROSS / DOG FIT  It is a condition precedent to Our liability that all participants use DogFit approved equipment (to include harness and bungee cord) when participating in any Cani-Cross / DogFit activities.	







**ABUSE EXTENSION** applicable to the Public Liability section of Sports Liability:

<u>Retroactive Date:</u> <u>Limit of indemnity:</u>

A. 01/06/2019 A. £100,000 any one claim and in the aggregate

B. N/A B. N/A C. N/A

Excess: £1,000 each and every claim

This Extension is on a "claims made" basis. It only covers claims made You and notified to the Insurer during the Period of Insurance.

## **Operative Clause**

Subject to the terms, conditions, definitions and exclusions of this Policy (other than as amended by this Extension), despite "Exclusions (what is not covered): 8", the Insurer agrees to Indemnify You against:

- a) all sums which You become legally liable to pay as damages and claimant's costs and expenses arising out of Claims first made against You and notified in writing to the Insurer during the Period of Insurance;
- b) all costs, fees and expenses incurred by You, with the Insurer's written consent, in the defence or settlement of Claims first made against You under paragraph a) above;

resulting from Abuse or Molestation or attempted Abuse or Molestation committed or alleged to have been committed after the applicable Retroactive Date, provided that the Insurer's liability will not exceed:

- i. the applicable Limit of indemnity stated in this Extension in respect of the applicable Retroactive Date; but not
- ii. "Limit of indemnity A" stated in this Extension in respect of the aggregate of all claims first made against You and notified in writing to the Insurer during the Period of Insurance irrespective of Retroactive Dates.

## Abuse Cover Extension

## Limitation

In respect of Abuse or Molestation or attempted Abuse or Molestation committed or alleged to have been committed after "Retroactive Date C" which is not proven to have continued beyond "Retroactive Date B" the Insurer will Indemnify You against all costs, fees and expenses incurred by You, with the Insurer's written consent, in the defence or settlement of Claims first made against You and notified in writing to the Insurer during the Period of Insurance, but the Insurer will not Indemnify You against damages and claimant's costs and expenses.

## **Definitions**

Abuse or Molestation means:

- a) any physical, mental or emotional abuse including but not limited to harassment or bullying, voyeurism, invasion of privacy, mistreatment or maltreatment, neglect, any act of a sexual nature or any act undertaken with a sexual motive, or;
- b) any situation where You had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental and/or emotional) of a victim and were in breach of that duty to protect those in Your care either through negligence or vicariously for the acts and/or omissions of Your Employees, Members or Volunteers.

Abuse or Molestation does not include:

 medical and/or physiotherapy and/or nursing malpractice or any error or omission in the provision medical and/or physiotherapy and/or nursing care or treatment.

Abuse or Molestation which commenced or is alleged to have commenced after:

- a) "Retroactive Date C" and which is proven to have continued beyond:
  - "Retroactive Date B", but ceased before "Retroactive Date A" will be treated as having commenced after "Retroactive Date B" and will be subject to "Limit of indemnity B";
  - ii. "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A";
- b) "Retroactive Date B" and which is proven to have continued beyond "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A".

Abuser means the individual who committed or is alleged to have committed any Abuse or Molestation or attempt at Abuse or Molestation.







#### **Exclusions**

The Insurer will not:

- 1. Indemnify You for any liability for which You are entitled to indemnity under any other insurance.
- 2. Indemnify You for any liability arising from Abuse or Molestation or attempt at Abuse or Molestation which occurred or is alleged to have occurred before the applicable Retroactive Date specified in this Extension.
- 3. Indemnify You for any liability arising from any facts and/or circumstances, of which You had become aware before the commencement of the Period of Insurance, which a reasonable person in Your position would have considered as facts and/or circumstances which may give rise to a Claim or Claims under this Policy.
- 4. Indemnify any Abuser.
- 5. Indemnify You against;
  - a) any fines or penalties or the costs of defending criminal proceedings
  - b) punitive, exemplary, aggravated and/or multiple damages.
- Indemnify You for any liability arising out of any failure to comply with procedural guidelines established by You concerning Abuse or Molestation.
- 7. Indemnify any person who has or has been alleged to have:
  - a) authorised or permitted Abuse or Molestation;
  - b) disregarded knowledge of Abuse or Molestation;
  - had actual or constructive knowledge of Abuse or Molestation and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse or Molestation;
  - d) aided or contributed to or supported Abuse or Molestation; or
  - e) intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse or Molestation.

## Abuse Cover Extension continued...

# **Conditions**

- You must bear the Excess (inclusive of costs and expenses in the defence or settlement of each claim) stated in this Extension
- 2. For the purpose of determining the Excess applicable to any Indemnity provided under this Extension, it is expressly agreed that all acts of Abuse or Molestation or attempt(s) at Abuse or Molestation suffered by any individual bringing a claim against You will be deemed to have arisen out of one originating cause. If there is more than one victim of Abuse or Molestation by the same Abuser(s):
  - a) claims brought against You by each individual who suffered Abuse or Molestation or attempt(s) at Abuse or Molestation by the same Abuser(s) will be treated as separate claims and be deemed to have arisen out of separate original causes; but
  - b) all acts of Abuse or Molestation or attempt(s) at Abuse or Molestation by the same Abuser(s) suffered by any individual bringing a claim against You will be deemed to have arisen out of one originating cause.
- 3. You must give notice in writing to the Insurer as soon as is reasonably practicable after becoming aware of any circumstances that may give rise to a Claim or Claims. Please see "How to make a claim" on *page 25* of this Policy.

The following are conditions of this insurance that You need to meet as Your part of this contract. If You do not meet these conditions, the Insurer may reject a claim payment or a claim payment could be reduced. In some circumstances Your insurance may not be valid.

- 4. You must ensure that You, Your Employees, Members and anyone acting under Your control in the course of Your Business comply with all statutory legislation and requirements for dealing with children and vulnerable adults.
- 5. You must provide a written claims declaration to the Insurer upon each renewal negotiation of the Policy.

### Insured Business

The Business of the Insured is noted as Personal Training, Fitness Instruction and Nutritionist activities as defined in the Approved Activities list below.

### Sportscover Europe Ltd and Artemis Insurance Brokers Ltd are authorised and regulated by the Financial Conduct Authority



Approved

**Activities** 

apply to

activities

and # as

General

above)

(Specific Terms

marked with \*

detailed under

**Conditions &** 

**Endorsements** 





Jazzercise Acupressure # Jumpstyle Aerial Hoop \* Aerial Silk Dancing \* Junior Fitness Aerobics Just Jhoom

Aerobics instructor Kanga Training (post-natal - Mother & baby)

Applied Movement Neurology Kangoo Instructor Aqua Aerobics Kettlebells Aqua Zumba Kettlecise Aromatherapy # Kinesiology # Aquanatal \* Latin Fit Athletics Life Coaching # Ballet Fit Low back conditioning Martial Arts Based Fitness \* Barrecore

Belly Dancing/ Belly Fit Massage #

Body Attack Mindfulness Therapy # Body Balance MMA training \* Body Combat (non-contact) Multi Skills

Muscle building Body Jam **Body Pump** Muscle toning/shaping Bodyballance Non-contact kickboxing \* **Bodystep** Nordic Walking

Nutritionists & Nutritional Advice Bodyvive

Bokwa Online distribution of training to registered clients

Booiaka Pad Work

**Boot Camps Personal Trainers Pilates** Boxercise Boxing (amateur) \* Pole fitness \*

**British Military Fitness** Power clubs Power lifting **Buggy Fit** Burlesque Fit \* Power training Calisthenics Powerplate

Pregnancy Fitness (pre & post Natal) \* Callanetics

Reiki #

Cardiac Rehabilitation Reflexology #

Cani-Cross / Dog Fit \* Cardio Vascular training Rehabilitation (excluding physiotherapy)

**RPM** Chair Based Exercise

Cheerleading/Majorettes (excluding lifts and

Running clinics aerial work) Children's Fitness Salsa Fit Children's Multi-Sports Shbam

Shiatsu # Chi-Yoga Circuit Training Skipping

Speed, Agility & Quickness Core stability

CrossFit ® Spinning CrossFit Kids ® Sports coaching

CXWORX/ Les Mills/ Grit Series Sports Development Training

Sports Massage Dance (all types)

DNA Testing for Fitness Analysis Sports Performance Analysis

Sports Therapy # Dodgeball Exercise instructors Strength & Conditioning Fitball Classes Strength training Studio Cycling Fitness for kids Swimming Instruction **Fitsteps** 

Flexibility Tap Fit

Floorball Triathlon training **FMT Blades** Trigger Point Therapy #

**Functional Anatomy** TRX training Gold Medal Bodies Fitness Vipr

Water Exercise GP referral Group Exercise Instruction Weight training

**Group Studio Cycling** Yoga Gym instructors Zumba Gymnastics as part of a fitness regime Zumba Gold Hip Hop Fit Zumba Gold Toning Hula Hoop Classes Zumba Sentao

Injury Rehabilitation (excluding Zumba Toning physiotherapy) Insanity / T25 Zumbatomics Insanity Workout Zumbini



Referral/

Excluded

**Activities** 





This Policy excludes any liability arising from any of the following activities:

Aerial Activities (other than Aerial Silks/Hoops, Gym work or Rope Climbing)

**Equestrian Activities** 

Gymnastics (other than as part of a fitness regime)

Motor Sport or Motorised Activities

Open Road Cycling (other than as part of Triathlon training)

Physiotherapy

Therapy or Treatments (other than those defined above in the Approved Activities list)

**Trampolining** 

Watersports activities (other than whilst in swimming pools or for the purpose of Triathlon

training)

## **AUTHORISED SIGNATURE**

Issued subject to the terms of the attached Policy Wording and signed by the authorised representative of Sportscover Europe Ltd on behalf of the Underwriter/s detailed above.



# YOUR INSURANCE INTERMEDIARY

This Insurance is arranged by



### **Artemis Insurance Brokers Ltd**

Provident House, 13 Russell Hill Road, Purley, Surrey,

CR8 2LE

Telephone: 020 8619 5000 e-mail: info@artemisltd.co.uk web: www.artemisltd.co.uk