Fitness Gold

Fitness Gold Holistic & Wellbeing Policy Summary

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Policy Summary

This is a summary of the cover provided by your policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document when you receive it.

Insurance Provider

This insurance is provided by Fitness Gold (Henry Seymour & Co) and the covers are underwritten by Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited. The Legal Expenses section is underwritten by ARAG Legal Expenses Insurance Company Limited and administered under a binding authority agreement by ARAG plc.

Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are detailed in your policy documentation.

Type of Insurance

This policy provides a comprehensive range of covers with the flexibility to select from a range of covers aimed at general industry to meet your needs.

Policy Term

The duration of the policy is 12 months from cover inception date, or as detailed in your policy schedule. The day immediately following the last day of the Period of Insurance is your renewal date. Your insurance will automatically renew on the renewal date unless you inform Fitness Gold (Henry Seymour & Co) or Fitness Gold (Henry Seymour & Co) informs you to the contrary.

Fitness Gold (Henry Seymour & Co) will advise you that the Period of Insurance is due to expire at least 21 days prior to expiry and confirm whether we are cancelling the policy at the end of the existing Period of Insurance. The policy may be cancelled by you prior to automatic renewal if you notify Fitness Gold (Henry Seymour & Co) prior to renewal date.

Payment for the new insurance cover must be received no later than 14 days after the renewal date. If payment is not received, the policy will be cancelled automatically.

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Legal Liabilities Section

Cover, Features and Benefits

Employers' Liability – Optional Section

Protection against your legally liabilities to pay compensation in respect of injury sustained by your employees in the course of the business up to a limit of £10,000,000 including costs and expenses

Cover includes:

- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Claims by trainees and personnel undergoing work experience
- Unsatisfied court judgments in favour of employees injured in your employment by third parties
- Compensation for court attendance as a witness in connection with any claim under this section
- Worldwide cover (other than USA and Canada) for non-manual employees normally resident in the UK who are temporarily working overseas

Significant Exceptions and Limitations - Please refer to your policy document

- Cover for acts of terrorism is limited to £5,000,000 any one event
- Work in or on or travel to or from any offshore installation
- Injury to an employee for which compulsory motor insurance is required under Road Traffic Acts legislation

Public Liability – Standard Section

Protection against your legal liability for injury to third parties and damage to their property including nuisance, trespass, obstruction or interference up to the limit stated in the schedule including costs and expenses

Cover extends to includes:

- Contingent motor third party liability arising out of the use of vehicles not owned by you within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- Compensation payable as a result of a breach of the Data Protection Act 2018.
- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Defective Premises Act liability
- Personal liability of employees, directors or partners whilst they are overseas on your business
- Damage to leased or rented premises
- Employees' and visitors' personal belongings
- Compensation for court attendance as a witness in connection with any claim under this section
- Temporary work abroad (excluding USA/Canada) up to a maximum of 14 consecutive days by manual employees in connection with the business
- Claims for financial loss caused in connection with the business other than for bodily injury or damage to property

Significant Exceptions and Limitations - Please refer to your policy document

- Loss or damage to property in your custody or control or to products supplied
- Pollution unless caused by a sudden and identifiable incident
- Liability incurred outside the Territorial limits
- Cover for acts of terrorism is limited to £2,000,000 any one event
- The Limit of indemnity includes all compensation, costs and expenses
- Work in or on or travel to or from any offshore installation
- Cover for any design, formula and advice provided by you for a fee or where a fee would normally be charged is excluded
- Fines penalties or punitive damages
- Your excess as specified in the Policy
- Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of asbestos
- Actual or attempted sexual relations

Products Liability – Standard Section

Protection against your legal liability compensation costs and expenses following injury or damage by goods that you have sold, supplied, repaired, tested or delivered up to the limit stated in the schedule

Cover is extended to include:

- Legal costs and expenses in defending prosecutions under Consumer Protection legislation
- During Your Temporary work abroad (excluding USA/Canada) up to a maximum of 14 consecutive days by manual employees in connection with the business
- Claims for financial loss caused in connection with the business other than for bodily injury or damage to property

Significant Exceptions and Limitations - Please refer to your policy document

- Cover for acts of terrorism is limited to £2,000,000 any one event
- The Limit of indemnity includes all compensation, costs and expenses
- Pollution unless caused by a sudden and identifiable incident
- Territorial limits exclude USA and Canada unless specifically agreed
- Cover for any design, formula and advice provided by you for a fee or where a fee would normally be charged is excluded
- Liability arising out of products supplied which to your knowledge is for use in or on any aircraft or for aviation or aero spatial purposes or for the safety or navigation of marine craft of any sort
- Fines penalties or punitive damages
- Territorial limit for products supplied is worldwide other than those that are known to be sold, supplied, erected, repaired, altered, treated or installed by you in the USA or Canada

Malpractice Section – Standard Section

Protection against your legal liability arising out of bodily injury ,mental injury, illness, disease or death of any patient caused by any negligent act, error or omission up to the limit stated in the schedule including costs and expenses

Cover is extended to include claims arising from

- Good Samaritan Acts
- Libel and slander up to £250,000 any one claim and in the aggregate
- Breach of professional confidentiality
- Infringement of copyright

Significant Exceptions and Limitations - Please refer to your policy document

- Any Claim occurring prior to the retroactive date specified in the Schedule
- Any Claim not made during the Period of Insurance
- Any Claim arising out of any Malpractice occurring prior to the inception date of this Policy if the Assured on such date knew or could have reasonably foreseen that such Malpractice might be expected to be the basis of a Claim
- Any Claim arising out of a specific liability assumed by the Assured under contract (which goes beyond the duty to use such skill and care as is usual in the exercise of the Assured's activities stated in the Schedule)
- Any Claim arising out of the manufacture of any products, or the construction ,alteration, repackaging, repair, servicing, or treating of any products sold, supplied or distributed by the Assured,
- Any fines, penalties, punitive or exemplary damages
- Claims arising from sexual relations, sexual contact or sexual intimacy
- Claims arising from Aids and Hepatitis Non A
- Professional Instruments condition
- The Excess stated in the Schedule
- Specific diseases referred to in the policy and any action taken in response to any communicable disease or the fear or threat of such a disease. This doesn't apply to claims in connection with COVID-19, which are covered up to £250,000 in total

Teaching or Training – Optional Extension

Cover for legal liability and Professional Indemnity for teaching or training

Significant Exceptions and Limitations – Please refer to your policy document

- Specific Treatments specified in the Schedule and Policy are subject to specific conditions that must be complied with
- Sterilisation condition for claims arising out of infectious diseases
- Teaching or Training condition
- Electrical Equipment Testing condition
- Qualification condition
- All trainees must be fully supervised
- Manufacturers' Instructions condition
- Specific treatments specified in the Policy

Business Equipment All Risks Section – Optional Cover

Cover, Features and Benefits

- Cover for property detailed in the schedule following loss or damage

Significant Exceptions and Limitations - Please refer to your policy document

- Consequential loss
- Wear and tear, gradual deterioration, frost, faulty or defective design or materials or workmanship
- Mechanical or electrical breakdown or derangement
- Pollution unless caused bu a sudden and identifiable incident
- Loss due to fraud or dishonesty by your employees
- Losses from unattended vehicles unless certain conditions are met
- Mobile telephones, computer equipment
- The first part of any claim - your excess

Money and Personal Accident Assault Section – Optional Cover

Loss of money belonging to your business

- Money on the Premises during business hours - £500
- Money in Transit and in a Bank Night Safe - £500
- Money in private residence, out of hours, not in a safe and at contract sites - £500
- Money from a locked safe - £500
- Bodily injury to you or your employees as a result of robbery, theft or attempted theft which happens in the course of the business
- Capital benefits – Maximum payable - £25,000
- Incurred medical expenses up to £150

Significant Exceptions and Limitations - Please refer to your policy document

- Money in transit must be accompanied by the persons detailed in the policy, depending upon the amount of money in transit
- Loss due to the fraud or dishonesty of your employees unless discovered within 14 days
- Shortages due to errors or omissions
- Loss from unattended vehicles and automated teller machines
- Loss or damage outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- Loss due to sending by unregistered post

Legal Expenses – Gold Cover – Optional Cover

Cover, Features and Benefits

Cover up to £100,000 for your legal costs and expenses for the following:

- Defence of employment disputes and payment of employment compensation awards
- Employment restrictive covenant disputes
- Representation for tax investigations and certain HMRC disputes
- Pursuit of property damage, nuisance and trespass disputes
- Defence of prosecutions relating to compliance & regulation matters
- Statutory licence appeals
- Loss of earnings to attend court, tribunals and arbitrations
- Representation for employees to pursue personal injury claims against third parties
- Claims involving your executives
- Crisis communication costs (up to £25,000)
- Contract disputes and debt recovery actions relating to the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services. Motor vehicle disputes are included.
- Legal/Tax Advice and Counselling Helplines
- Legal Services Website which provides access to a 'free to use' legal services website, providing assistance in drafting important legal documents such as employment contracts and health and safety policies.

Significant Exceptions and Limitations - Please refer to your Policy document

- It must always be more likely than not that the claim will be successful
- You must notify us immediately after you become aware of circumstances that could give rise to a claim
- No legal costs and expenses will be covered before acceptance of the claim by us
- Redundancy claims are excluded within the first 180 days of the policy unless equivalent legal cover was in force up until the start of this policy

Legal Expenses – Silver Cover – Optional Cover

Cover, Features and Benefits

Cover up to £100,000 for your legal costs and expenses for the following:

- Representation for tax investigations and certain HMRC disputes
- Contract disputes and debt recovery actions relating to the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services. Motor vehicle disputes are included.
- Legal/Tax Advice and Counselling Helplines
- Legal Services Website which provides access to a 'free to use' legal services website, providing assistance in drafting important legal documents such as employment contracts and health and safety policies

Significant Exceptions and Limitations - Please refer to your Policy document

- It must always be more likely than not that the claim will be successful
- You must notify us immediately after you become aware of circumstances that could give rise to a claim
- No legal costs and expenses will be covered before acceptance of the claim by us

Personal Accident – Optional Cover

Cover, Features and Benefits

Cover for named principals, partners, directors or employees which includes the following

- Accidental death – lump sum compensation
- Loss of limbs and sight – lump sum compensation following injury
- Permanent Total Disablement (PTD) – lump sum compensation following an injury as defined in the schedule
- Temporary Total Disablement (TTD) or Temporary Partial Disablement (TPD) – weekly income as a result of an inquiry which temporarily prevents an Insured Person from carrying out the whole of their occupational duties (TTD) or part of their occupation duties (TPD).
- Medical Expenses – paid in addition to the above benefits
- Permanent Disability (Continental Scale) - lump sum based on set percentages dependent on the degree of disablement.
- Rehabilitation Expenses - for a (PTD) loss an additional £500 per month is payable for tuition, advice or treatment from a licensed vocational - payable for a maximum of 6 months

Significant Exceptions and Limitations - Please refer to your policy document

- Permanent Total Disablement – Where you are not in full time employment, PTD is defined as any and every occupation
- Temporary Total Disablement (TTD) or Temporary Partial Disablement (TPD) - The benefit period and deferment period is stated in the schedule
- Medical Expenses – Maximum of 20% of the TTD sum insured
- Communicable diseases, including any action taken in response to, or the fear or threat of, such a disease

General Exclusions

- War and terrorism
- Flying other than as a passenger
- Pregnancy within 2 months of the estimated date of delivery, or childbirth
- Nuclear or radioactive contamination
- Weapons of mass destruction
- Professional sports
- Armed Forces operational duties
- Age limit of 70 years

Optional Endorsement

Personal Accident For Hands (Only where operative on the schedule)

Cover Features and Benefits

Cover includes benefits payable for insured persons, aged between 16 and 70, having suffered accidental loss of or injury to hands or fingers during the course of the business

Significant Exceptions and Limitations - Please refer to your policy document

- Maximum benefit payable - £10,000
- Where an insured person is aware of any physical or mental defect or infirmity
- Limits as defined in the policy document

Cancellation

If this cover does not meet with your requirements please return all your documents and any Employers Liability Certificate(s) to Fitness Gold (Henry Seymour & Co) within 14 days of receipt and We will return any premium paid in full.

If you wish to terminate the cover at any other time please contact Fitness Gold (Henry Seymour & Co) and We will provide a pro rata refund of your premium provided You have not made a claim.

How to Make a Claim

To register a claim You should first contact **Fitness Gold (Henry Seymour & Co) on 0208 655 0444** who are Your Insurance agents

To make a claim follow the instructions provided in the General Conditions – Claims Procedure.

To register a claim You should first contact Fitness Gold (Henry Seymour & Co) on 0208 655 0444

You may also contact Hiscox Insurance Company Limited who provide Our claims service and are authorised to handle and settle claims on Our behalf

Email:	propertyclaims@hiscox.com for loss of, or damage to, your own property or liabilityclaims@hiscox.com for claims made against you by third parties.
Telephone:	01206 773 899 (select option one or two as appropriate), 8:30am to 5:30pm Monday to Friday.

To register a claim under the Essential Business Legal Expenses section the Person-Insured should contact ARAG as soon as possible. If the Person-Insured instructs their own lawyer or accountant without telling ARAG, they will be liable for costs that are not covered by this policy.

The Person-Insured can obtain a claim form by calling 0330 303 1955 or by visiting www.arag.co.uk/newclaims where they can also submit their claim online and find more information on the claims process.

Claims Co-operation

You and the Person-Insured shall provide assistance and co-operate with Us or Our representatives, in obtaining any other records We deem necessary to evaluate the incident or claim. In no event shall We be liable to pay any claim hereunder unless You co-operate with Us and/or Our representatives in the investigation of the claim.

How to Complain

Our goal is to provide excellent customer service to all our customers but we recognise that sometimes things may go wrong. If for any reason you are unhappy with our service we would like to hear from you

If You have any enquiry or complaint arising from Your Policy please in the first instance please contact Fitness Gold (Henry Seymour & Co) on 0208 655 0444 or write to the following address

Fitness Gold (Henry Seymour & Co)
Chancery House
St Nicholas Way
Sutton
Surrey
SM1 1JB

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to Hiscox's Customer Relations team at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom

E-mail:	customer.relations@hiscox.com
Telephone:	+44 (0) 800 116 4627 or +44 (0) 1904 681 198

In the event that Your complaint is in regard to Legal Expenses cover, You can refer the matter to ARAG directly. ARAG is committed to providing a first-class service at all times. However, if a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level. ARAG can be reached in the following ways:

Telephone: 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).
Email: customerrelations@arag.co.uk
Post: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

If you remain dissatisfied after your complaint has been considered, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service 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 underwriters are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance.

Fitness Gold

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Henry Seymour & Co (Barkdene Ltd)
Chancery House
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Sutton
Surrey SM1 1JB

Telephone 020 8655 0444
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