

Sports & Activity Equipment / Clothing & Personal Effects Insurance Policy

POLICY WORDING:

This insurance is arranged by MonsterSportsInsurance.co.uk & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

MonsterSportsInsurance.co.uk and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

DEFINITIONS:

The following words shall have the meanings given below wherever they appear in bold with a capital letter.

Accidental Damage: Accidental and unforeseen damage to the **Activity Equipment** which prevents the **Activity Equipment** from being used in the way in which it was intended and is not otherwise excluded by the policy.

Activity Equipment: Any items of sports and leisure activity effects that **You** own, or for which **You** are legally responsible and which is intended to be used taking part in its related activity.

Administrator: MonsterSportsInsurance.co.uk who arrange the policy.

Clothing and Personal Effects: Any clothing and personal effects owned by **You**, or for which **You** are legally responsible and which is intended to be used taking part in its related activity.

Consequential Loss: Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy, for example, any **Activity Equipment** hire fees incurred as a result of theft of **Your Activity Equipment**.

Insured Incident: Any incident which gives rise to a loss which is covered under this insurance.

Insured Location: Any appropriately secure and locked building, vehicle or equipment storage facility, or any other location as specified and agreed by **Us**.

Insurer, We, Us, Our: UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Loss: Where the **Activity Equipment** has accidentally been left in a location resulting in **You** being permanently deprived of its use.

Monthly Policy: A Monthly policy runs from the Commencement date as shown in your schedule for a period of a calendar month, and premiums are collected each calendar month; a monthly policy will automatically renew every calendar month. Automatic renewal is subject to receipt of premium.

Period of Insurance: The 12 month period as detailed on the policy schedule.

Premiums: If **You** pay by direct debit the premium will be payable monthly and **Your** contract will be monthly renewable. The amount **You** pay may change within the duration of this policy term, this may be due to unexpected changes or future costs. **Your** premium will be reviewed on a monthly basis from the monthly Commencement Date. Other changes that can affect **Your** premiums include tax, regulatory, legislative requirements or any changes to **Your** circumstances that you have notified **Us** of.

Schedule: The document which provides specific details of the insurance cover in force.

Territorial limits: This policy shall apply worldwide.

Theft: The unauthorised and dishonest appropriation of **Your Activity Equipment** by another person with the intention of permanently depriving **You** of it or the removal of **Your Activity Equipment** by forcible and violent means against **Your** person.

You, Your, Yourself: The person(s) as specified in the **Schedule**, or in the event of their death, their legally appointed representative.

COVER PROVIDED:

In return for payment of **Your** policy premiums, **We** will pay up to the Limit shown in the policy **Schedule**, to cover repairing, reinstating or replacing **Your Activity Equipment** and/or **Clothing and Personal Effects** with items of the same or similar specification, following **Loss, Theft** or **Accidental Damage** subject to the terms and conditions of this policy.

GENERAL EXCLUSIONS:

You are not covered for:

1. The first £50 of each and every claim.
2. **Theft** or attempted **Theft** from any **Insured Location**, unattended vehicle or trailer unless there has been force or violence used to gain access to the **Insured Location**.
3. Any loss from malicious damage &/or theft, not reported to the Police as soon as possible following discovery and a written report obtained.
4. Breakage of articles of a fragile or brittle nature in transit unless caused by fire or road traffic accident to the transporting vehicle.
5. **Loss** or **Accidental Damage** caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, deterioration or mechanical derangement of any kind.
6. **Loss, Theft** or **Accidental Damage** arising directly or indirectly from government or customs action whilst detaining the **Activity Equipment** and/or **Clothing and Personal Effects**.
7. Loss of or damage to **Equipment** insured under this policy caused by:
 - a) The wilful or malicious act of yourself or any authorised user of the **Equipment**, or
 - b) Its deliberate abandonment unless abandonment is necessary in an attempt to save human life.

8. Losses not reported to the police or any other appropriate authority as soon as reasonably possible after the discovery of the loss and on official written report obtained. In the case of an airline, a Property Irregularity Report will be required.

9. **Loss, Theft or Accidental Damage to Equipment** lent or hired out without your supervision.

10. Damage to any **Activity Equipment** detailed in the policy schedule and accepted by the **Insurer**:

- a) Unless at the time of such damage it is being used for the purpose for which it was intended and in line with the manufacturer's instructions;
- b) As a result of any foreign body or matter entering such **Equipment** during the ordinary course of working.

11. **Loss/Theft** of or **Accidental Damage to Activity Equipment** used for any trade business or profession.

12. **Activity Equipment**, or any removable parts, not appropriately locked and secured when left unattended and in any case for not more than 24 hours other than at **Your** normal place of residence.

13. The maximum amount the **Insurer** will pay in respect of losses arising from theft or attempted theft of **Your Clothing and Personal effects** from unattended motor vehicles shall be limited to 10% of the sum insured as shown in your policy schedule.

14. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

15. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

16. Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

17. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

18. **Consequential Loss** of any kind.

19. Any malicious act committed by a person or persons acting on behalf of or in connection with any unlawful association.

20. Any **Insured Incident** which occurred outside the **Period of Insurance**.

GENERAL CONDITIONS:

You must do all you can to reduce the chance of any claims arising.

Recovery of costs:

1. **You** must pay to the **Insurer** any sums directly recovered from a third party to the limit shown in you policy schedule.
2. **You** must take any action possible to recover any amount the Insurer has paid and provide this back to the insurer.
3. In respect of policies paid by monthly instalments, if the direct debit premium payment is cancelled or unsuccessful at any given point, no benefits under this policy shall be due whatsoever.
4. Upon conclusion of a claim against this policy, **We** may take over and, if necessary, conduct proceedings in **Your** name to recover any costs from a third party.

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with **Your** knowledge.

If **Your** claim is in any way dishonest or exaggerated, **We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

BASIS OF CLAIM SETTLEMENT:

Claims will be settled on the basis of the market value at the time of the **Loss, Theft or Accidental Damage**, taking into account wear and tear and depreciation. This amount of depreciation will be calculated by applying a 10% reduction on market value for every year of the items age up to a maximum age of 7 (seven) years. Should the items be under 12 months old and were purchased from new by **You**, subject to the amount shown on the policy schedule representing the full value, claims will be settled on the basis of the full replacement cost without deduction for wear and tear or depreciation.

Any items other than **Clothing** over 7 years old will be assessed individually, based on second-hand market values (for items of similar age and specification) but in any event the maximum we will pay is 20% of the cost of an equivalent new item.

LAW APPLICABLE TO CONTRACT:

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

MAKING A CLAIM:

In the event of any incident which may give rise to a claim, **You** must notify Ryan Direct Group as soon as possible; they can be contacted on: 0344 412 4296 or by post at MonsterSportsInsurance.co.uk, Ryan Direct Group, Specialist Claims PO Box 1192, Doncaster, DN1 9PU.

You must provide **Us** with any receipts, documents or proof of purchase, that it is reasonable for **Us** to request.

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06493A

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the Insurer.

CANCELLATION RIGHT:

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to the policy **Administrator** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

After 14 days, **You** may cancel the insurance cover at any time by informing the policy **Administrator** however no refund of premium will be payable.

You can contact your policy **Administrator** by calling 0203 871 8467, or by emailing admin@covermonster.co.uk Or by post at: Unit 7, Penwith Business Centre, Long Rock, Penzance, Cornwall, TR20 8HL.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

COMPLAINTS:

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY:

Please contact the policy **Administrator** who arranged the Insurance on your behalf.

If your complaint about the sale of your policy cannot be resolved by the end of the third working day, your agent will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House

Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

CLAIMS

Ryan Direct Group Ltd
Customer Relations
Quay Point,
Lakeside Boulevard,
Doncaster,
DN4 5PL

Tel: 0344 854 2072

Email: customer.relations@ryandirectgroup.co.uk

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference 06493A.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME:

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

DATA PROTECTION ACT 1998:

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.