

# Policy Summary

## Les Mills Fitness Instructors

### Public & Products Liability Insurance

This summary contains limited information and does not form part of the policy. For the full terms, conditions, limitations and exclusions please refer to the policy documents. A copy policy is available on request. Unless otherwise stated in the certificate, policies are valid for 12 months and are renewable annually.

The policy provides public and product liability insurance for fitness instructors aged 18 or over who hold either a level 2 or 3 qualification from an appropriate OFQUAL-accredited training provider, or is a Les Mills Tribe Member and has undertaken all appropriate course training and has been certified by Les Mills as being qualified to teach the relevant course, and completes all necessary ongoing training. The insured must be permanently resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and not have any employees.

The policy is underwritten by Axiom Underwriting Agency Ltd on behalf of Arch Insurance Company (Europe) Ltd. The policy is sold by Les Mills Insurance, a trading name of InEvexco Ltd.

Significant Features and Benefits	Significant and unusual Exclusions or Limitations
<p><b>Section 1 – Public Liability</b></p> <p>Covers the insured for legal liability and legal defence costs for injury, damage to property, nuisance or financial loss arising in course of the business during the period of insurance</p> <p>Maximum amount payable per claim £10m</p> <p>Activities insured As listed in the certificate Sports massage is insured if the instructor is qualified and the appropriate additional premium has been paid</p> <p>Territory - cover applies in</p> <ol style="list-style-type: none"> <li>1. Great Britain, Northern Ireland, Channel Island and Isle of Man</li> <li>2. Within the EU in respect temporary visits in connection with the business</li> <li>3. Elsewhere in the world in respect of non-manual activities in connection with the business</li> </ol> <p>Libel &amp; slander When committed in good faith, cover is provided for civil liability for damages, costs and expenses</p> <p>Data Protection Act Covers liability for damages or distress arising under the Data Protection Act, where the insured has registered, or applied to register and taken reasonable care to comply with the laws, up to £250,000 per period of cover.</p>	<p><b>Not covered</b></p> <p>The excess shown in the certificate.</p> <p>Financial loss assumed under contract Acts of, or injury to, employees Ownership or use of mechanically propelled vehicles Damage to property in the insured's custody/control Offshore activities or deliberate acts Products (see section 2 below) Copyright or trademark infringement Abuse – actual or alleged Medical malpractice</p> <p>Activities other than those shown in the certificate</p> <p>No cover applies in any country operating under the laws of The United States of America or Canada</p> <p>Actions brought about by ill will towards claimants, brought outside the EU, criminal libel, liability assumed under agreement</p> <p>Costs of reinstating, rectifying or amending data, deliberate acts or omissions, fines, penalties, circumstances known at the inception of the policy</p>

<p><b>Section 2 – Products Liability</b></p> <p>Covers the insured for legal liability for damages and claimant's costs and expenses in respect of injury sustained by any person and damage to Property occurring during the Period of Insurance and caused by any product sold or supplied by the insured in course of the business</p> <p>Maximum payable per period of insurance £10m</p> <p>Territory - cover applies anywhere in the world other than where the laws of The United States of America or Canada apply</p>	<p><b>Not covered</b></p> <p>Injury to employees</p> <p>Costs associated with recalling products Making refunds in respect of defective or unsuitable products</p> <p>Where the laws of The United States of America or Canada apply</p>
	<p><b>Exclusions applicable to the whole policy</b> <b>Not covered</b></p> <p>Where insurance is provided by another policy</p> <p>Punitive or exemplary damages, fines, liquidated damages</p> <p>Liability for Pollution or contamination unless sudden and unexpected</p> <p>Arising from</p> <ul style="list-style-type: none"> <li>• email or business conducted using electronic media such as the internet, electronic risks, computer virus or hacking</li> <li>• radioactive contamination, ionising radiation.</li> <li>• any chemical, biological, bio-chemical, or electromagnetic weapon</li> <li>• inhalation of asbestos, toxic mould</li> <li>• defamation</li> <li>• war</li> </ul>
<p>The policy will be subject to the law of England unless the insurers agree otherwise. No benefit will be provided to any person in breach of any national or international sanction or law.</p>	

**Claims**

In the first instance claims should be notified to Davies Managed Systems, 3rd & 4th Floors, Telecom House, Trinity Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 5NA  
Telephone 0344 856 2478

**Complaints Procedure**

If you have a complaint about the sale of your policy, please contact InEvexco Ltd, 39 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4SD; telephone 01732 757615.

If you have a complaint about the policy wording or a claim please contact The Complaints Officer, Arch Insurance Company (Europe) Ltd, 5<sup>th</sup> Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ; telephone 0207 621 4500

Please quote your policy number in all correspondence so that your complaint may be dealt with speedily.

If you remain unhappy with the way in which your complaint has been handled or its outcome then you may be able to refer your complaint to  
The Financial Ombudsman Service, Exchange Tower, London E14 9SR; telephone 08000 234 567.

**Cancellation**

You may cancel the policy within the 14 day cooling off period and we will make a full refund of premium, so long as no claim has been made. If you cancel the policy after the 14 day cooling off period, no refund of premium will be made.

**Financial Services Compensation Scheme**

In the unlikely event that Arch Insurance (Europe) Ltd cannot meet its obligations, you may be entitled to compensation from the Financial Services Compensation Scheme. They can be contacted at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU [www.fscs.org.uk](http://www.fscs.org.uk).