

SPORTSCOVER

Employers Liability Insurance

policy wording

Our Head Office and registered address is:
Sportscover Europe Limited
PO Box HQ 420, St Helen's, 1 Undershaft, London EC3P 3DQ United Kingdom
Registered in England and Wales No. 3726678
Authorised and regulated by the Financial Conduct Authority
Registration Number 308372

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Welcome to Sportscover

Sportscover is one of the world's leading sports insurance underwriters, with an accredited broker network stretching across the globe and dealing in accident, liability, property and contingency insurances for sport.

Led by Peter Nash, Managing Director, Sportscover was established initially, in Australia in 1986, when a small group of active sports people in the insurance industry became frustrated by the lack of quality insurance for active sporting participants including players, administrators, Coaches and Officials.

Sportscover has been trading in Europe since 1999 and has developed into a world renowned specialist that boasts more than a million clients spanning a diverse range of sporting activities.

Our services include risk management, marketing support, information and educational services as well as exceptional customer service and an unrivalled knowledge and expertise in sports and leisure insurance.

UK Sport

Established by Royal Charter in 1997, UK Sport is the nation's high-performance sports agency. Its mission is to work in partnership to lead sport in the UK to world class success. Primarily this means working with our partner sporting organisations to deliver medals at the Olympic and Paralympic Games.

UK Sport's strategic direction helped British sports and athletes deliver 65 Olympic and 120 Paralympic medals at London 2012. UK Sport also has responsibility for activities best delivered at a UK level, such as: bidding for and staging major sporting events in this country; increasing sporting activity and influence overseas; and promoting sporting conduct, ethics and diversity in society. UK Sport is funded by a mix of Government Exchequer and Lottery income.

Sportscover became a partner of UK Sport in 2013. We look forward to assisting UK Sport and its beneficiaries with the continued delivery of excellence across the sporting landscape. More information can be found at www.sportscover.com/uk sport

RoSPA

As a registered charity, the Royal Society for the Prevention of Accidents (RoSPA) have been at the heart of accident prevention in the UK and around the world for almost 100 years.

More than 14,000 people die as a result of accidents across the UK each year and there are millions of other injuries. Accidents cause loss and suffering to the victims and their loved ones, employers and UK society as a whole. RoSPA promote safety and the prevention of accidents at work, at leisure, on the road, in the home and through safety education.

To assist in their mission to improve safety in the sport and leisure sectors, Sportscover work in partnership with RoSPA and as a Sportscover policyholder you automatically receive access to a range of benefits, details of which can be found at www.sportscover.com/ros pa



SPORTSCOVER



Lloyd's Insurance

effected through Sportscover Europe Limited

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in The Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium which forms part of the premium specified in The Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in The Schedule by Sportscover Europe Limited.



Authorised Signatory
Sportscover Europe Limited

Employers Liability Policy

This Policy is a contract between You and Us and is based upon the information You have given on Your proposal and any other information You have supplied.

We have agreed to insure You under the conditions and exclusions in this Policy and any endorsements.

We will indemnify You for any liability that arises during the Period of insurance for which You have paid or agreed to pay the premium.

Important

This Policy is a legal contract and it is important that You read it carefully to ensure that it meets with Your requirements. If it does not or if Your insurance requirements change please let Your insurance adviser know immediately.

We would remind You that You must tell Us immediately of any facts or changes which might affect Our assessment or acceptance of this insurance. If You do not disclose all relevant facts You may invalidate Your Policy or Your Policy may not operate fully.

General Definitions

The following words will have the same meaning wherever they appear in this **Policy** unless otherwise stated.

- 1.1. **Bodily Injury** means Death, injury, illness, disease or nervous shock.
- 1.2. **Business** means the **Business** carried on in the **United Kingdom** including the following activities:
 - 1.2.1. ownership use repair maintenance and decoration of premises occupied by **You**;
 - 1.2.2. repair or maintenance of vehicles or plant owned or used by **You**;
 - 1.2.3. the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **Employee** and first aid, fire, security and ambulance services;
 - 1.2.4. participation in exhibitions held in member countries of the European Union in connection with the **Business** specified in the schedule; and
 - 1.2.5. private work undertaken for **You** by any **Employee** or for any director or **Employee** with **Your** prior consent.
- 1.3. **Costs and Expenses** means:
 - 1.3.1. Claimants **Costs and Expenses** arising in respect of any claim against **You** which may be the subject of indemnity under this **Policy**;
 - 1.3.2. All cost and expenses incurred by **You** with **Our** written consent in respect of any claim against **You** which may be the subject of indemnity under this **Policy**.
- 1.4. **Employee(s)** means any person(s) who is:
 - 1.4.1. employed under a contract of service or apprenticeship with **You**;
 - 1.4.2. a labour master or person supplied by him;
 - 1.4.3. employed by labour only sub-contractors;
 - 1.4.4. self-employed and working for **You** and under **Your** control;
 - 1.4.5. hired to or borrowed by **You**;
 - 1.4.6. supplied to **You** for the purpose of study work or training experience;
 - 1.4.7. a prospective **Employee** who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;
 - 1.4.8. a voluntary helper while working under **Your** supervision and control and in connection with the **Business**;
 - 1.4.9. an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.
- 1.5. **Offshore** means from the time of embarkation by an **Employee** onto a conveyance at the point of final departure to an **Offshore** rig or **Offshore** platform until disembarkation by that **Employee** from a conveyance on to land upon return from an **Offshore** rig or **Offshore** platform.
- 1.6. **Period of insurance** means the period from the effective date shown in the schedule until midnight on the expiry date shown in the schedule. This includes any subsequent period for which **We** may accept payment for renewal of this **Policy**.
- 1.7. **Policy** means:
 - 1.7.1. All terms, provisions, exclusions, conditions and limits of indemnity set out in this document;
 - 1.7.2. The schedule, notices and other documents attaching from time to time; and
 - 1.7.3. All endorsements incorporated and issued for incorporation in this document all of which shall be read together and constitute the contract of insurance.
- 1.8. **Products** means any tangible **Products** or goods (including containers, labelling, instructions or advice provided in connection therewith) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of the **Business**.
- 1.9. **Property** means **Property** which is both material and tangible.
- 1.10. **United Kingdom** means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- 1.11. **We/Us/Our** means Sportscover Europe Limited authorised under contract as agents for the Underwriters Sportscover Syndicate 3334 at Lloyd's.

1.12. **You/Your** means:

- 1.12.1. The insured named in the schedule;
- 1.12.2. Any associated or subsidiary company of the insured provided it has been notified to Us;
- 1.12.3. At Your request:

- (a) any director or Employee while acting on behalf of or in course of their employment or engagement with You in respect of liability for which You would have been entitled to indemnity under this Policy if the claim against any such person had been made against You;
- (b) any officer, member or Employee of Your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such;
- (c) any of Your directors, partners or senior officials in respect of private work carried out by any Employee for them with Your consent;
- (d) any principal for legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You arising out of work carried out by You under a contract or agreement;
- (e) Your personal representatives (in the event of Your death) in respect of liability incurred by You provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this Policy so far as they can apply and in any event Our liability shall not exceed the limit of indemnity.

Operative Clause

2.1. Subject to the exclusions, conditions and definitions of this Policy, We will indemnify You under this Policy against:

- 2.1.1. all sums which You shall become legally liable to pay as damages; and
- 2.1.2. Costs and Expenses.

in the event of Bodily Injury sustained by any Employee which arises out of and in the course of their employment by You in the Business and which is caused:

- (a) within the United Kingdom;
- (b) elsewhere in the world in respect of temporary non-manual visits by any Employee provided that such Employee is normally resident in the United Kingdom.

Limit of Indemnity

3.1. The amount specified in the schedule.

Our liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity.

The limit of indemnity shall be the maximum amount payable including Costs and Expenses.

3.2. Notwithstanding anything contained in 1. above, Our liability under this Policy for damages and Costs and Expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of terrorism shall not exceed £5,000,000.

3.3. Notwithstanding anything contained in paragraph 1 above, Our liability under this Policy for damages and Costs and Expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or Products containing asbestos shall not exceed £5,000,000.

Employers' Liability Compulsory Insurance

4.1. The indemnity granted by this Policy is deemed to be in accordance with the provisions of any law enacted in the United Kingdom relating to compulsory insurance of liability to Employees.

If however We pay any sum which would not have been paid but for the provisions of such law then You shall repay such sum to Us.

Extension

5.1. Unsatisfied court judgements

In the event that:

- 5.1.1. a judgement for damages is obtained against any company or individual operating from premises within the United Kingdom by any Employee in respect of Bodily Injury caused during any Period of insurance arising out of and in the course of their employment by You in the Business; and
- 5.1.2. it remains unsatisfied in whole or in part six months after the date of such judgement.

We will indemnify the Employee or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as:

- (a) there is no appeal outstanding;
- (b) any payment made by Us shall only be in respect of Bodily Injury which would otherwise be within the scope of cover of this Policy;
- (c) any payment made by Us shall only be in respect of liability for which You would have been entitled to indemnity under this Policy if the judgement had been made against You; and
- (d) We shall be entitled to take over and prosecute for Our own benefit any claim against any other party and You, the Employee or their personal representatives shall give all information and assistance required.

Conditions

6.1. Asbestos

It is a condition precedent to Our liability that You do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or Products containing asbestos.

6.2. Employers' Liability Tracing Office

By entering into this insurance Policy You will be deemed to specifically consent to the use of Your insurance Policy data in the following way and for the following purposes.

6.2.1. Certain information relating to Your insurance Policy including, without limitation:

- (a) the Policy number(s);
- (b) employers' names and addresses (including subsidiaries and any relevant changes of name);
- (c) dates of cover;
- (d) employers' reference numbers provided by Her Majesty's Revenue and Customs; and
- (e) Companies House reference numbers (if relevant)

will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).

6.2.2. This information will be made available by Us to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

6.2.3. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants)

- (a) to identify which insurer (or insurers) provided employers' liability cover during the claimants' relevant periods of employment; and
- (b) to identify the relevant employers' liability insurance policies.

6.2.4. The database will be managed by ELTO.

6.2.5. The database and the data stored on it may be accessed and used by 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.

General Extensions

These extensions are subject to all other terms of this Policy so far as they can apply unless otherwise stated.

7.1. Contractual liability

Notwithstanding General Exclusion 8.7., We will indemnify You under this Policy against liability in respect of Bodily Injury as follows:

To the extent that any contract or agreement entered into by You with any principal so requires, We will indemnify You against liability assumed by You in respect of liability which arises out of the performance by You of such contract or agreement provided that:

- 7.1.1. the conduct and control of claims is vested in Us;
- 7.1.2. the indemnity granted shall apply only in respect of liability to any Employee;
- 7.1.3. nothing in this extension shall increase Our liability to pay any amount in excess of the limit of indemnity under this Policy.

For the purpose of this extension, "principal" means the other party to a contract or agreement for whom You are undertaking work or services or providing Products where such party is responsible for setting out the terms of the contract or agreement.

7.2. Cross liabilities

If the policyholder named in the schedule comprises more than one party, We will treat each party as though a separate Policy had been issued to each of them.

However, nothing in this extension shall increase Our liability to pay any amount in excess of the limit of indemnity under this Policy.

7.3. Compensation for court attendance

In the event of any of Your directors, partners or Employees attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Policy, We will provide compensation at the following rates for each day on which attendance is required:

- 7.3.1. any director or partner £200 per day
- 7.3.2. any Employee £100 per day

subject to a maximum aggregate limit in the Period of insurance of £5,000.

7.4. Legal expenses including corporate manslaughter

In the event of:

- 7.4.1. any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom; or
- 7.4.2. an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

We will provide indemnity against Costs and Expenses incurred in representing You in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the Period of insurance within the United Kingdom and in the course of the Business.

The following conditions apply:

- (a) Our total liability in respect of all Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of insurance;
- (b) We will only indemnify You where such Costs and Expenses arise as a result of any matter which is the subject of indemnity under this Policy;
- (c) We will only be liable for Costs and Expenses incurred in respect of legal representation appointed by Us;
- (d) If there is any other insurance or indemnity in force covering the same costs and expenses, Our liability shall be limited to a proportionate amount of the total Costs and Expenses but subject always to the limit of indemnity of £1,000,000;
- (e) This indemnity will not apply:
 - (i) in respect of fines or penalties of any kind;
 - (ii) to proceedings consequent upon any Bodily Injury deliberately caused by You; or
 - (iii) to persons other than You or any of Your directors, partners, proprietors or Employees.

General Exclusions

We will not indemnify You against liability:

- 8.1. for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
- 8.2. arising **Offshore**.
- 8.3. in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.
- 8.4. directly or indirectly caused by or contributed by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof provided that in respect of claims arising out of injury which form the subject of indemnity under this **Policy** this exclusion shall only apply to liability
 - (i) of any party to whom indemnity is granted by way of Extension 5.1. or their personal representative; or
 - (ii) assumed by **You** by agreement which would not have attached in the absence of such agreement.
- 8.5. for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
- 8.6. which forms the subject of insurance by any other policy and this **Policy** shall not be drawn into contribution with such other insurance.
- 8.7. which is assumed by **You** under agreement unless such liability would have attached in the absence of such agreement.
- 8.8. directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 8.9. Arising out of failure of any computer system, whether or not **Your Property**, to be date or time compliant including failure of any correction attempted correction conversion renovation rewriting or replacement of any computer system relating to date or time compliance.

General Conditions

- 9.1. The due observance and fulfilment of the terms conditions and endorsements of this **Policy** insofar they relate to anything to be done or complied with by **You** shall be a condition precedent to **Our** liability to make any payment under this **Policy**.
- 9.2. Any written proposal and/or declaration made by **You** shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 9.3. Any phrase or word in this **Policy** and the schedule will be interpreted in accordance with the laws of England. The **Policy** and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or schedule shall bear such specific meaning wherever it may appear.
- 9.4. If any claim under this **Policy** is in any respect fraudulent this **Policy** shall become void and all benefit hereunder shall be forfeited.
- 9.5. The truth of statements, answers and information supplied in connection with this **Policy** shall be a condition precedent to **Our** liability to make any payment under this **Policy**.
- 9.6. **You** shall give notice to **Us** of any alteration or circumstance which materially affects the risks insured under this **Policy** and until **We** are advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and **You** have paid or agreed to pay the additional premium (if any) **We** shall not be liable in respect of any claim or claims due wholly or partially to such alteration or circumstance.

- 9.7. You shall give immediate notice in writing to Us of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as We may require. Every impending prosecution, inquest or fatal accident enquiry claim, writ, summons or process and all documents relating thereto shall be forwarded to Us immediately they are received.
- 9.8. You shall make no admission, offer, promise or payment without Our written consent and We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Your own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may reasonably require.
- 9.9. We may at any time pay to You in connection with any claim or series of claims under this Policy to which an indemnity applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, We shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of defence costs incurred prior to the date of such payment (unless the limit of indemnity is stated to be inclusive of defence costs).
- However if We exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this Policy then We will also contribute Our proportion of subsequent defence costs incurred with Our consent.
- 9.10. If in respect of any claim under this Policy there is any other insurance or indemnity in Your favour in force relative to such claim, or there would be but for the existence of this Policy Our liability shall be limited to the amount in excess of that which is or would have been payable (but for the existence of this Policy) in respect of such claim but subject always to the limit of indemnity.
- 9.11. Where the premium is provisionally based on Your estimates You shall keep accurate records and within 90 days of the expiry of the Period of insurance declare such particulars as We require. The premium shall then be adjusted and any difference paid or allowed to You as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to Employees the required declaration shall also include remuneration to all persons defined as Employees by this Policy. Failure to declare such particulars to Us shall entitle Us to estimate if We so wish such particulars and to assess further premium payment due calculated on such estimated particulars.
- 9.12. There is a choice of law which can apply to this Policy but the pre-contractual offer by Us, subsequent acceptance by You and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.
- 9.13. The terms of this Policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Cancellation

- 10.1. We may cancel this Policy for any reason by giving written notice to You at Your last known address confirming that all cover will cease 30 days after the date of Our notice. We will return a rateable proportion of any Premium paid by You in respect of any unexpired cover (if any).
- 10.2. You may cancel this Policy within 14 days after the Inception Date by writing to Us and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no claim has been notified to Us. If You do not do so You will be deemed to have accepted this Policy and to have agreed to be bound by its terms and conditions. Thereafter, You have the right to cancel this Policy at any time by giving Us written notice at Our Registered Office. Cancellation will be effective upon receipt of the written notice by Us. If cancelled within six months of the Period of Insurance (from) date as detailed in the Schedule, We will return a rateable proportion less one calendar month of any Premium paid by You in respect of any unexpired cover, provided that no claim has been notified to Us. Thereafter no return premium will be payable. You will be reasonable for cancelling any Direct Debit Mandate (if applicable).

Claims Notification

11.1. If an event giving rise to a claim under this Insurance occurs please provide details as soon as practically possible by contacting the Claims Department at:

Sportscover Europe Ltd,
PO Box HQ 420,
St Helen's, 1 Undershaft,
London EC3P 3DQ
United Kingdom

Telephone: +44 (0)20 7398 4080,
Fax: +44 (0)20 7398 4090 or
Email: europe.claims@sportscover.com

You must pass every letter, claim, writ, summons, and process to Us immediately upon receipt.

Complaints Procedure

12.1. It is always Our intention to provide a first class standard of service. However, if You have any cause for complaint, in the first instance, please contact the Intermediary who arranged this insurance.

Should the matter not be resolved to Your satisfaction please write to the Chief Executive of:

Sportscover Europe Ltd,
PO Box HQ 420,
St Helen's, 1 Undershaft,
London EC3P 3DQ
United Kingdom

If Your complaint is not dealt with to Your satisfaction the matter at any time may be referred to:

Policyholder & Market Assistance,
Lloyd's,
One Lime Street,
London EC3M 7HA
United Kingdom

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Sanction Limitation and Exclusion Clause

13.1. We shall not provide cover nor shall we be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SCE SPW Employers Liability 12.14

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