

# Allotment INSURANCE

Policy Booklet



**CHRIS KNOTT INSURANCE**

*The right choice for savings, service & support*

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## Introduction

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At Chris Knott Insurance Consultants Ltd, **We** would like to thank **You** for taking out this Allotment insurance and to welcome **You** as a valued customer. **We** have issued this policy under an agreement with First Underwriting Limited who are authorised by **Insurers** to act on their behalf.

First Underwriting Limited (“FUL”) is authorised and regulated by the Financial Conduct Authority. FUL’s registered office address is Part Level 15, 30 St Mary Axe, EC3A 8EP (Registered No. 07857938). Financial Services Register No 624585.

## Contact Details

For new policies, policy changes (including cancellations), complaints or claims, please use the following contact details:

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Contact <b>Us</b> for:	Telephone	Post
New Policies, Policy Changes (including cancellations), Complaints	01424 205001	Chris Knott Insurance Consultants Ltd, 5th Floor, Cavendish House, Breeds Place, Hastings, East Sussex TN34 3AA

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Contact the <b>Claims Team</b> at First Underwriting Limited for:	Telephone	Post
Claims	01277 243007	First Underwriting Limited, Allotment Claims, Part Level 15, 30 St Mary Axe, EC3A 8EP

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## Declaring Material and Relevant Facts

**You** have a duty to make a fair presentation of all material facts and circumstances to **Insurers**. Providing **Insurers** with inaccurate information or failing to tell **Insurers** of anything which may increase the risk may invalidate this policy or lead to claims not being paid or being paid in part only. If **Insurers** find **You** have not made fair presentation, **Insurers** may void the policy in its entirety, which means **Insurers** treat the policy as though it has not been in force.

To assist **Your** understanding of which facts and circumstances are material and relevant to **Insurers**, here are some key examples:

- *Who you are* - the legal entity that owns the business
- *Club Buildings* - the type of construction, security protections and also rebuilding or replacement values
- *What you do* - the description of the **Club** as shown on the **Statement of Fact**
- *Personal and business history* - instances of previous bankruptcies, company liquidations, ‘unspent’ convictions or claims. Information on rehabilitation periods showing when a conviction is ‘spent’ can be found at: <https://www.gov.uk/guidance/rehabilitation-periods>.

Other facts will be shown in the **Statement of Fact**. If **You** believe the facts recorded there are wrong or if **You** are in any doubt or require clarification of what must be declared to **Insurers**, **You** should discuss this with **Us** as soon as possible.

## Maintenance and Reasonable Care

This policy does not cover maintenance of **Your** property whether such maintenance is routine or caused by wear and tear.

**Insurers** expect **You**, at **Your** cost, to maintain **Your** property in good repair, keep it secure and to take all practical steps to avoid loss or damage.

**You** should also take all reasonable care to prevent accidents, **Injury** or disease. Please see General Condition 4 (Reasonable Precautions).

## Contract

This policy is a contract of insurance between **You** and **Insurers** by which **Insurers** agree to cover **You** in respect of the risks set out in the sections of this policy shown as insured on the **Schedule of Insurance**, subject to the terms, conditions and exclusions of this policy and in consideration of **You** paying or agreeing to pay the premium.

This policy is made up of a number of documents which must be carefully read together. If this policy does not meet **Your** needs please contact **Us** immediately.

This policy has been signed for and on behalf of **Insurers**.

Neil Franklin

**Chris Knott Insurance Consultants Ltd**

5th Floor, Cavendish House, Breeds Place, Hastings, East Sussex TN34 3AA

Chris Knott Insurance Consultants Ltd is authorised & regulated by the Financial Conduct Authority (FCA No: 304452). Registered office 5th Floor, Cavendish House, Breeds Place, Hastings, East Sussex TN34 3AA

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## Customer Service

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Full contact details for new policies, policy changes (including cancellations), complaints or claims can be found in the 'Introduction' on page 2.

**Our** objective is to give an excellent service to all **Our** customers and to deal with any claim helpfully, promptly and fairly. **You** can help **Us** achieve this objective by:

- reading this policy wording together with the **Schedule of Insurance** and **Statement of Fact** without delay;
- ensuring that the details **We** have recorded are correct;
- contacting **Us** immediately to correct details or if **You** have any questions;
- keeping **Your** documents in a safe place;
- letting **Us** know if **You** change address;
- telling **Us** if the sums insured are not up to date as they represent the maximum **Insurers** will pay.

### Making Claims

To make a claim please contact the **Claims Team** using the telephone or address details provided in the 'Introduction' on page 2. Please refer to General Condition 1) (Making Claims) for the claims procedure that must be followed.

### Cancellation Rights

Both **You** and the **Insurers** have the right to cancel this policy. Please refer to General Condition 8) (Your Cancellation Rights) and General Condition 9) (Insurers' Cancellation Rights) for greater details.

### Complaints

**We** recognise that on occasion things can go wrong. If **You** are unhappy with the service received under this insurance please tell **Us** using the telephone or address details provided in the 'Introduction' on page 2.

On receiving **Your** complaint **We** will send a full response within 3 working days or tell **You** within that time when **You** can expect a response.

If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction **You** can refer it to the Financial Ombudsman Service. They can be contacted by:

- Telephone: 0800 023 4567 or 0300 123 9123
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

The Financial Ombudsman Service website is at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The Financial Ombudsman Service's decision is binding on the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

### What happens if Insurers cannot meet their liabilities?

**Insurers** are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that **Insurers** cannot meet their obligations, **You** may be entitled to compensation. Further information about compensation scheme arrangements is available from the FSCS. Their telephone number is 0800 678 1100 or 020 7741 4100. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

### Data Protection

All the information **We** request is necessary to provide quotations, arrange insurance cover and for client relationship management. Personal information will only be used for general insurance purposes including offering renewal, research and statistical analysis and crime prevention. Arranging insurance may involve certain disclosures of personal information to insurers, agents and service providers, industry regulators and our auditors. **We** follow the Data Protection Act 1998 and undertake to comply with the Act and all subsequent data protection regulations in all **Our** dealings with **Your** personal data. If **You** would like further details about how **We** manage **Your** data and why **We** might share it for insurance purposes, please contact **Us**.

For details of how **Your Insurers** collect, use and store **Your** personal data - please visit [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact the Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk)

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## Definitions

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We have set out below definitions of certain words or phrases that are repeated throughout this policy, the **Schedule of Insurance**, the **Statement of Fact** and **Endorsements**. Wherever these words or phrases (including their plural or singular counterparts) appear in bold type they will have the same meaning.

<b>Buildings</b>	Structures at the <b>Club Address</b> that are built with roofs and walls and are leased, rented or owned by the <b>Club</b> , together with fixtures and fittings. This definition does not include fences or gates.
<b>Claims Team</b>	First Underwriting Limited, Allotment Claims, Part Level 15, 30 St Mary Axe, EC3A 8EP.  <b>Insurers</b> have authorised First Underwriting Limited to manage and settle claims. First Underwriting Limited is authorised and regulated by the Financial Conduct Authority. First Underwriting Limited's registered office address is Part Level 15, 30 St Mary Axe, EC3A 8EP (Registered No. 07857938). Financial Services Register No. 624585.
<b>Club / You / Your</b>	Individuals or organised groups of people providing, managing, planning or participating in <b>Club Activities</b> . This includes members of the governing committee in their official role and <b>Members</b> when acting under specific instructions of the governing committee.
<b>Club Activities</b>	The interests and activities of the <b>Club</b> and identified in the <b>Statement of Fact</b>
<b>Club Address</b>	The address of the <b>Club</b> as shown in the <b>Statement of Fact</b>
<b>Consequential Loss</b>	A loss of income that flows directly from an injury or from physical loss, damage or destruction of <b>Property</b>
<b>Contents</b>	<b>Club</b> possessions when located within a <b>Building</b> but not including <b>Stock</b> or <b>Equipment</b>
<b>Employee</b>	<ol style="list-style-type: none"><li>1) Any person under a contract of employment, service or apprenticeship with <b>You</b> (including directors) unless in partnership with <b>You</b>;</li><li>2) Any person who is hired to or borrowed by <b>You</b>;</li><li>3) Any other person taking any part in the performance of a contract with <b>You</b> (including volunteers and assistants) the primary purpose of which is the provision of labour;</li><li>4) Persons gaining work experience;</li></ol> <p>working for <b>You</b> in connection with Club <b>Activities</b></p>
<b>Endorsement</b>	A variation in cover or an additional condition or exclusion attached to <b>Your</b> documentation that makes changes to the terms of this policy.
<b>Equipment</b>	Maintenance tools (including self-propelled lawn mowers), trailers and training kit, all kept at the <b>Club Address</b> and belonging to the <b>Club</b> or for which the <b>Club</b> is responsible. This definition does not include 'Poly-Tunnels' or similar structures.
<b>Events</b>	All activities, meetings, functions, training sessions and shows arranged for <b>Club Activities</b> and which are organised by the <b>Club</b> or where the <b>Club</b> organises participation or attendance.
<b>Excess</b>	The first amount of any one claim that <b>You</b> pay as set out in <b>Your Schedule of Insurance</b>
<b>Incident</b>	A sudden, unexpected, specific event which occurs at an identified time and place resulting in <b>Injury</b> , loss or damage
<b>Injury</b>	Bodily injury, death, illness or disease
<b>Insured</b>	Any of the <b>Club</b> , <b>Members</b> or <b>Trusted Person</b> that are shown as being included in <b>Your Schedule of Insurance</b> .
<b>Insurers</b>	Ageas Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, and is a Member of the Association of British Insurers ("ABI"). Ageas Insurance Limited's registered address is: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered Number 354568 and Financial Services Register No 202039.
<b>Landlords</b>	The owner of land or <b>Buildings</b> rented or leased to the <b>Club</b>
<b>Limit of Indemnity</b>	The maximum amount <b>Insurers</b> will pay in the event of a claim.
<b>Members</b>	Anyone who is officially registered as a permanent member of the <b>Club</b> , invited judges, stewards, instructors and any other person who is acting in an official capacity for the <b>Club</b>

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## Definitions (continued)

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<b>Money</b>	Coins, Bank and Currency Notes, Cheques, Girocheques, Postal Orders, Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Current Postage Stamps, Unexpired Units in Franking Machines, National Insurance Stamps (whether affixed to cards or otherwise), National Savings and Holidays with Pay Stamps, National Savings Certificates, Premium Bonds, Luncheon Vouchers, Credit Card Sales, Vouchers, Trading Stamps, Gift Tokens, Consumer Redemption Vouchers and V.A.T. Purchase Invoices all belonging to the <b>Club</b> or for which the <b>Club</b> have accepted responsibility.
<b>Period of Insurance</b>	The length of time, shown on <b>Your Schedule of Insurance</b> , during which cover applies
<b>Property</b>	Comprises <b>Buildings, Contents, Stock, Equipment</b> and <b>Trophies</b>
<b>Schedule of Insurance</b>	A document that should be read in conjunction with <b>Your</b> policy booklet. It identifies who benefits from this insurance, the <b>Period of Insurance</b> , which sections are included and lists the <b>Sums Insured, Limits of Indemnity</b> and <b>Excess</b> and any <b>Endorsements</b> that apply.
<b>Statement of Fact</b>	A document that includes details <b>We</b> have recorded about the <b>Club</b> from information supplied by <b>You</b> . <b>Our</b> recommendations to <b>You</b> have been based on these details and <b>Insurers</b> have used them to assess the risk and set an appropriate premium. If any of these details are inaccurate, please contact <b>Us</b> immediately.
<b>Stock</b>	Goods or merchandise owned by the <b>Club</b> , kept at the <b>Club Address</b> and available for sale or distribution
<b>Sum Insured</b>	The maximum amount <b>Insurers</b> will pay in the event of a claim.
<b>Territorial Limits</b>	United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands
<b>Trophy</b>	A cup or other decorative object owned by the <b>Club</b> for presentation to <b>Members</b> who are permitted to keep it temporarily as a prize
<b>Trusted Person</b>	Unpaid volunteers who are either: <ol style="list-style-type: none"><li>1) A person who was a trustee, committee member, volunteer, director or officer of the <b>Club</b> at any time during the <b>Period of Insurance</b>, or;</li><li>2) the estates, heirs or legal representatives of any person in 1) above who died or become incapacitated, insolvent or bankrupt but only for a claim against that person and who are identified in Section 4 (Wrongful Acts) of the <b>Schedule of Insurance</b></li></ol>
<b>We / Us / Our /Ours</b>	Chris Knott Insurance Consultants Ltd who are the administrators of this insurance.  Chris Knott Insurance Consultants Ltd is authorised & regulated by the Financial Conduct Authority (FCA No: 304452). Registered office 5th Floor, Cavendish House, Breeds Place, Hastings, East Sussex TN34 3AA
<b>Wrongful Act</b>	Any actual or alleged act, error or omission committed or attempted by <ol style="list-style-type: none"><li>1) The <b>Club</b> when providing services in the form of advice or training directly related to <b>Club Activities</b> or separately;</li><li>2) a <b>Trusted Person</b> when performing a specific role to which they were appointed by the governing body of the <b>Club</b>.</li></ol> where such act causes another party to issue a written demand or civil or regulatory proceeding seeking monetary damages or other legal relief.

## The Cover

### SECTION 1 – Public Liabilities of the Club, its Members and its Landlords

What is covered	What is not covered
<p>Where they are shown to be included in the <b>Schedule of Insurance</b>, <b>Insurers</b> will indemnify the:</p> <ul style="list-style-type: none"> <li>• <b>Club</b></li> <li>• <b>Members</b></li> <li>• <b>Landlords</b></li> </ul> <p>against all sums which they become legally liable to pay as damages and claimants' costs and expenses arising out of accidental <b>Injury</b> to any person or accidental loss of or damage to property where such <b>Injury</b> or loss or damage occurs during the <b>Period of Insurance</b> within the <b>Territorial Limits</b> and in connection with <b>Club Activities</b>.</p> <p><b>Insurers</b> will also pay for legal costs and expenses incurred with their prior written consent</p> <ol style="list-style-type: none"> <li>1) in defence of any claims</li> <li>2) for representation at any coroner's inquest or inquiry in respect of any death</li> </ol> <p>which may be the subject of indemnity under this Section</p>	<p><b>Insurers</b> will not be liable for the <b>Excess</b> or for any claims for compensation, costs or expenses arising from:</p> <ol style="list-style-type: none"> <li>1) Any claim that would be covered under Section 3 (Employers' Liability) or Section 4 (Wrongful Acts) whether or not <b>You</b> have bought such cover</li> <li>2) Defending claims of negligence unless <b>Insurers</b> have agreed beforehand</li> <li>3) Loss or damage to possessions held in trust by the <b>Club</b> for someone else. For clarity this does not exclude property belonging to <b>Members, Employees, Trusted Persons</b> and visitors left at the <b>Club Address</b></li> <li>4) Any legal liability arising only because of a contract the <b>Insured</b> has agreed</li> <li>5) <b>Injury</b> suffered by the <b>Insured</b> or <b>Employee</b> or loss or damage to property belonging to the <b>Insured</b></li> <li>6) Advice, design or specification given by the <b>Insured</b> or on the <b>Insured's</b> behalf</li> <li>7) The direct or indirect use of any power operated lift, hoist, crane, ship, vessel, craft, horse-drawn vehicle or any motor vehicle including anything attached to it for which third party liability cover is required under any road traffic law</li> <li>8) The use of powered machinery unless operated by a responsible person over the age of 18 who has received the appropriate training and is using such machinery in accordance with the manufacturer's instructions</li> <li>9) Any goods or products that the <b>Insured</b> makes, alters, repairs, services or delivers apart from food or drink that is either             <ol style="list-style-type: none"> <li>(a) a branded product sold unopened in its original packaging or;</li> <li>(b) prepared in accordance with the Food Standards Agency's current regulations on Food Hygiene</li> </ol> </li> <li>10) The use of pesticides or poisons unless the manufacturer's instructions have been followed</li> </ol>

#### Insurers Maximum Liability

The maximum liability of **Insurers** inclusive of all costs and expenses in respect of all indemnity payable under this Section is the **Limit of Indemnity** shown in the **Schedule of Insurance** in respect of any one claim or series of claims arising out of one occurrence

Provided that if the claim is in respect of **Injury** loss or damage arising as a result of food or drink **You** or **Members** have supplied then the maximum liability of **Insurers** in respect of all indemnity payable in respect of such claims arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed in the aggregate the **Limit of Indemnity** shown in **Your Schedule of Insurance** against this Section.

#### Additional Exclusions and Conditions

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.



## The Cover (continued)

### SECTION 2 – Court Awards

What is covered	What is not covered
<p><b>Insurers</b> will pay <b>You</b> all sums which <b>You</b> have been awarded in Courts of United Kingdom jurisdiction where the award:</p> <ol style="list-style-type: none"><li>1) would have been insured under Section one had it been made against <b>You</b> rather than in <b>Your</b> favour and;</li><li>2) was not paid to <b>You</b> within 3 months of the date of the award.</li></ol>	<p><b>Insurers</b> will not pay:</p> <ol style="list-style-type: none"><li>1) the <b>Excess</b></li><li>2) any sum if:<ol style="list-style-type: none"><li>(a) <b>You</b> have an appeal pending or;</li><li>(b) <b>You</b> have not agreed to allow <b>Insurers</b> to enforce any right which it shall become entitled to upon making payment</li></ol></li></ol>

#### Insurers Maximum Liability

The maximum liability of **Insurers** under this Section inclusive of all costs and expenses is £250,000 in any one **Period of Insurance**.

#### Additional Exclusions and Conditions

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

### SECTION 3 – Employers' Liability

What is covered	What is not covered
<p><b>Insurers</b> will indemnify <b>You</b> against all sums which <b>You</b> become legally liable to pay as damages and claimants' costs and expenses in respect of <b>Injury</b> sustained by any <b>Employee</b> arising out of and in the course of employment by <b>You</b> within the <b>Territorial Limits</b> in connection with <b>Club Activities</b> during the <b>Period of Insurance</b></p> <p><b>Insurers</b> will also pay for legal costs and expenses incurred with their prior written consent:</p> <ol style="list-style-type: none"><li>1) in defence of any claims</li><li>2) for representation at any coroner's inquest or inquiry in respect of any death</li></ol> <p>which may be the subject of indemnity under this Section.</p>	<p><b>Insurers</b> will not be liable to pay compensation to any <b>Employee</b> for <b>Injury</b> sustained when the <b>Employee</b> is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where any road traffic legislation requires compulsory insurance or security covering that risk.</p>

#### Insurers Maximum Liability

The maximum liability of **Insurers** under this Section inclusive of all costs and expenses is the **Limit of Indemnity** shown in the **Schedule of Insurance** in respect of any one claim or series of claims against **You** arising out of one occurrence.

#### Employers' Liability - Compulsory Insurance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but the **Club** shall repay to **Insurers** all sums paid by **Insurers** which they would not have been liable to pay but for the provisions of such law.

#### Additional Exclusions and Conditions

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.



## The Cover (continued)

### SECTION 4 – Wrongful Acts

What is covered	What is not covered
<p>Where they are shown to be included in the <b>Schedule of Insurance</b>, <b>Insurers</b> will indemnify:</p> <ul style="list-style-type: none"> <li>• The <b>Club</b></li> <li>• <b>Trusted Persons</b></li> </ul> <p>for all sums they become obliged to pay as damages and claimants' costs and expenses arising out of any <b>Wrongful Act</b> as more specifically shown below under A and B and that occurred:</p> <ul style="list-style-type: none"> <li>• within the <b>Territorial Limits</b> and</li> <li>• that was reported to <b>Insurers</b> during the <b>Period of Insurance</b> or no more than 30 days thereafter</li> </ul> <p><b>Insurers</b> will also pay for legal costs and expenses incurred with their prior consent for the:</p> <ol style="list-style-type: none"> <li>1) defence of any claims</li> <li>2) representation at any coroner's inquest or inquiry in respect of any death which may be as a result of alleged or actual manslaughter caused by a <b>Wrongful Act</b></li> </ol> <p>which may be the subject of indemnity under this Section</p> <p><i><b>Important Claim Condition</b></i>  <b>If You fail to report a Wrongful Act during the Period of Insurance or within 30 days thereafter, Insurers will reject any claim relating to that Wrongful Act.</b></p>	<p><b>Insurers</b> will not pay the <b>Excess</b> or any payment for any claim or loss based upon, attributable to or arising out of:</p> <ol style="list-style-type: none"> <li>1) Any claim that would be covered under Section 1 (Liabilities of the Club, its Members and its Landlords) or Section 3 (Employers Liability) whether or not <b>You</b> have bought such cover</li> <li>2) Any claim for a circumstance that occurred prior to the <b>Period of Insurance</b> unless: <ol style="list-style-type: none"> <li>(a) the circumstance occurred at a time when <b>You</b> had cover under this Section from <b>Insurers</b>, and;</li> <li>(b) such cover has been maintained continuously since the circumstance, and;</li> <li>(c) that within 30 days of <b>You</b> becoming aware of circumstances that could lead to a claim <b>You</b> tell <b>Us</b> about it, and;</li> <li>(d) there is no other insurance in place that covers such a circumstance</li> </ol> </li> <li>3) Liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement</li> <li>4) Any claim caused by or arising from any product or goods sold or supplied or of rectifying defective workmanship</li> <li>5) Any act or omission performed in the knowledge that it was a breach of trust or breach of duty or which was committed in reckless disregard of whether it was a breach of trust or breach of duty or not</li> <li>6) Any claim, investigation or circumstance known to <b>You</b>, or that has been reported under any policy existing or expired, prior to the start of the <b>Period of Insurance</b></li> <li>7) The operation or administration of any pension or employee benefit scheme or their breach of any legislation or regulation relating to these activities</li> <li>8) Any claim made in respect of any actual or alleged violation of any anti-trust or competition law or other law prohibiting restraint of trade business or profession</li> <li>9) Any claim arising out of infringement of copyright patent trade name trade mark or registered design</li> <li>10) Any claim arising from the ownership, possession or use by <b>You</b> or a <b>Trusted Person</b> of any property, land, aircraft, watercraft or vehicle</li> <li>11) Any claim brought or maintained by <b>You</b> or a <b>Trusted Person</b>, however this exclusion will not apply to any complaint made by an <b>Employee</b> who is not the <b>Trusted Person</b> who performed the <b>Wrongful Act</b>;</li> </ol>
<p>A. The <b>Club</b></p> <p>Any <b>Wrongful Act</b> by the <b>Club</b> or a <b>Member</b> or <b>Employee</b> under instruction from the <b>Club</b> that was in the form of advice or training directly related to <b>Club Activities</b>.</p>	<p><b>Insurers</b> will not make any payment for any claim or loss based upon, attributable to or arising out of:</p> <ol style="list-style-type: none"> <li>1) Any claim that would be covered under Sub-Section B (Trusted Persons), whether or not <b>You</b> have bought such cover.</li> </ol>

## The Cover (continued)

### SECTION 4 – Wrongful Acts (continued)

What is covered	What is not covered
Cover for the <b>Club</b> also extends to cover any <b>Employee</b> or any other person, persons, partnership firm or company acting for or on <b>Your</b> behalf in or about the conduct of <b>Your Club</b> .	2) Any claim arising out of or in connection with any trading losses or trading liabilities incurred by any business managed or carried on by the <b>Club</b> .
<p><b>B. Trusted Persons</b></p> <p>Any <b>Wrongful Act</b> committed by <b>Trusted Persons</b> when performing a specific role to which they were appointed by the governing body of the <b>Club</b></p> <p><u>The following conditions apply to Sub-Section B (Trusted Persons)</u></p> <ol style="list-style-type: none"> <li>1) The definitions, conditions and claims notification requirements all apply equally to each <b>Trusted Person</b> and to <b>You</b></li> <li>2) <b>You</b> agree to act on behalf of all the <b>Trusted Persons</b> in connection with payment of the premium and giving or receiving notice of all matters relevant to this Section</li> <li>3) All information which any <b>Trusted Person</b> provides will be considered as a separate application for each <b>Trusted Person</b> and as such the knowledge of or any statement made by a <b>Trusted Person</b> will not be imputed to any other <b>Trusted Person</b> for the purposes of determining whether cover is available for any claim against such other <b>Trusted Person</b></li> <li>4) Each claim will be treated as first made when <b>We</b> receive notice of the first claim</li> </ol>	<p><b>Insurers</b> will not make any payment for any claim or loss based upon, attributable to or arising out of:</p> <ol style="list-style-type: none"> <li>1) Any claim that would be covered under Sub-Section A (The Club), whether or not <b>You</b> have bought such cover</li> <li>2) Any act performed by someone on a professional basis or acting as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver</li> <li>3) Any breach of or failure to provide professional duties or services</li> <li>4) Any act intended to secure or which does secure a profit or advantage:             <ol style="list-style-type: none"> <li>(a) to which the <b>Trusted Person</b> was not legally entitled, or;</li> <li>(b) for any other entity where the <b>Trusted Person</b> is a trustee, committee member, volunteer, director, officer or <b>Employee</b> of such entity</li> </ol> </li> <li>5) Any claim for a <b>Wrongful Act</b> by a <b>Trusted Person</b> after <b>You</b> merge or consolidate with another company or <b>Club</b></li> </ol>

#### Insurers Maximum Liability

The maximum liability of **Insurers** in respect of all indemnity payable under this Section in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed in the aggregate the **Limit of Indemnity** shown in **Your Schedule of Insurance**

#### Additional Exclusions and Conditions

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

### SECTION 5 – Property

What is covered	What is not covered
<p>Loss or damage to <b>Property</b> owned, hired or used by the <b>Club</b> and resulting from an <b>Incident</b> occurring during the <b>Period of Insurance</b> when any:</p> <ul style="list-style-type: none"> <li>• <b>Property</b> is at the <b>Club Address</b></li> <li>• <b>Equipment</b> or <b>Trophies</b> are temporarily at an <b>Event</b></li> <li>• <b>Trophies</b> are in a <b>Member's</b> home</li> </ul> <p>or being transported between the <b>Club Address</b>, an <b>Event</b> or a <b>Member's</b> home</p>	<p><b>Insurers</b> will not pay:</p> <ol style="list-style-type: none"> <li>1) the <b>Excess</b> or, for loss or damage arising from subsidence or heave, the first £1,000 of any claim</li> <li>2) More than the <b>Property</b> was worth or more than the amount <b>You</b> have insured each asset comprising such <b>Property</b></li> <li>3) Any amount in respect of loss or damage to:             <ol style="list-style-type: none"> <li>(a) <b>Money</b></li> </ol> </li> </ol>

## The Cover (continued)

### SECTION 5 – Property (continued)

What is covered	What is not covered
<p><b>Insurers</b> will pay for:</p> <ol style="list-style-type: none"> <li>1) the cost of repairing <b>Property</b> to bring it back to the same condition it was in before it was damaged; or</li> <li>2) the cost of replacing <b>Property</b> with the same or very similar <b>Property</b> if the cost of repair is more than it was worth or it is lost, stolen or destroyed</li> </ol> <p>The choice of whether to repair or replace <b>Property</b> is at the <b>Insurers'</b> sole option</p>	<ol style="list-style-type: none"> <li>(b) <b>Property</b> <b>You</b> do not own or for which <b>You</b> have no responsibility</li> <li>(c) an unattended trailer unless it was protected with a hitchlock and wheel clamp and the keys have been removed and held remotely</li> <li>(d) <b>Equipment</b> or any <b>Trophy</b> if it is: <ol style="list-style-type: none"> <li>i) left in the open and not with a <b>Member</b>, <b>Employee</b> or other responsible adult at the time of the <b>Incident</b>.</li> <li>ii) stolen from an unlocked vehicle</li> <li>iii) stolen from a locked vehicle if such <b>Property</b> is not out of sight in a boot or luggage compartment</li> <li>iv) stolen from a <b>Building</b> that was not securely locked</li> <li>v) damaged because <b>You</b> have not followed the manufacturer's instructions</li> <li>vi) worth more than £350 unless it has been insured as a separate item</li> </ol> </li> <li>4. Any claim for storm damage to <b>Buildings</b> or other <b>Property</b> stored inside unless the <b>Building</b> is made of brick or stone or concrete or metal with a roof constructed of slates or tiles or concrete or metal unless <b>You</b> have told <b>Us</b> and the <b>Insurers</b> have agreed to this in writing</li> </ol>

#### Insurers Maximum Liability

The maximum **Insurers** will pay under this Section are the **Sums Insured** shown in **Your Schedule of Insurance**.

#### Conditions for Section 5

Should the **Sum Insured** of any of **Your Property** be less than the current cost of replacing it with new **Property** of the same or similar type when any loss, destruction or damage occurs then **You** shall be considered to be **Your** own insurer for the difference and shall bear a proportional share of the claim costs accordingly unless otherwise previously agreed in writing by **Insurers**.

#### Additional Exclusions and Conditions

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

### SECTION 6 – Abandoned Events

What is covered	What is not covered
<p>This Section is only available if Section 5 (Property) is shown in <b>Your Schedule of Insurance</b> as being included</p> <p><b>Insurers</b> will pay for any costs <b>You</b> are unable to recover following the cancellation of a pre-booked <b>Event</b> or part of an <b>Event</b> due to circumstances beyond <b>Your</b> control within the <b>Territorial Limits</b> during the <b>Period of Insurance</b></p>	<p><b>Insurers</b> will not pay</p> <ol style="list-style-type: none"> <li>1) the <b>Excess</b></li> <li>2) any amount if the <b>Event</b> is cancelled or stopped because: <ol style="list-style-type: none"> <li>(a) of the weather</li> <li>(b) not enough people attend or take part</li> <li>(c) of a lack of funds or financial support</li> <li>(d) somebody booked to attend cancels, does not arrive or leaves early</li> <li>(e) of any contagious illness or disease affecting humans or livestock</li> </ol> </li> </ol>

#### Insurers Maximum Liability

The maximum **Insurers** will pay under this Section is the **Sum Insured** shown in **Your Schedule of Insurance**.

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## The Cover (continued)

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### SECTION 6 – Abandoned Events (continued)

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#### Conditions for Section 6

As a condition for insurance under this Section **You** will:

- 1) observe and comply with the requirements of any law ordinance court or regulatory body of whatever jurisdiction
- 2) make all necessary arrangements for the successful fulfilment of the **Event** (which for the avoidance of doubt shall include but not be limited to the provision of sufficient allowances for travel time set up and/or rehearsal time) in a prudent and timely manner
- 3) ensure that all necessary contractual arrangements have been made and confirmed in writing with **You** and that all necessary authorisations (which for the avoidance of doubt shall include but not be limited to the obtaining of licences permits visas copyright and patents) are obtained in a timely manner and valid for the period of the **Event**.

#### Additional Exclusions and Conditions

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

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### SECTION 7 – Loss of Money

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What is covered	What is not covered
<p><b>Insurers</b> will pay the face value of <b>Money</b> that is lost, stolen, damaged or destroyed during the <b>Period of Insurance</b> and within the <b>Territorial Limits</b> when it is:</p> <ol style="list-style-type: none"><li>1) At an <b>Event</b></li><li>2) Being taken to or from a bank by <b>You</b> or by an <b>Employee</b></li><li>3) In a locked safe in a building or a bank night safe</li><li>4) In a home of an official or committee member</li><li>5) Being taken to or from a home of an official or committee member</li></ol>	<p><b>Insurers</b> will not pay the <b>Excess</b> or any amount:</p> <ol style="list-style-type: none"><li>1) Caused by mistakes in counting or bookkeeping or the use of forged <b>Money</b></li><li>2) When <b>Money</b> has been stolen by an <b>Employee</b> and the theft is not discovered within 7 days</li><li>3) If <b>Money</b> is lost, stolen, damaged or destroyed when it is unattended away from a private dwelling</li><li>4) If <b>Money</b> is lost or stolen from a coin operated machine</li><li>5) If <b>Money</b> has depreciated in value</li><li>6) Any financial loss beyond the face value of the <b>Money</b> that has been lost, stolen, damaged or destroyed</li></ol>

#### Insurers Maximum Liability

The maximum **Insurers** will pay under this Section are the **Sums Insured** shown in **Your Schedule of Insurance**

#### Conditions for this Section

- 1) All amounts over £1,000 must be looked after by two able bodied adults.
- 2) An accurate record of all **Money** must be kept in a different place to where the **Money** is kept.
- 3) **You** must notify the police immediately **You** discover any **Money** is lost, stolen, deliberately damaged or destroyed.

#### Additional Exclusions and Conditions

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

## General Exclusions

1) Nuclear Risks - (not applicable to Section 3 – Employers' Liability)

**Insurers** will not be liable for

- (a) loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect **Consequential Loss**
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel
  - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2) War Exclusion - (not applicable to Section 3 – Employers' Liability)

**Insurers** will not be liable for any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law

3) Government or Public or Local Authority Action - (not applicable to Section 3 - Employers' Liability)

**Insurers** will not be liable for any claim in respect of any damage or any cost or expense whatsoever or any injury or liability directly or indirectly caused by or contributed to by, or arising from, or occasioned by or happening through or in consequence of confiscation nationalisation or requisition or destruction of or damage to any **Property** by or under the order of any government or public or local authority.

4) Pollution or Contamination - (not applicable to Section 3 – Employers' Liability)

All claims for loss, damage, destruction or injury in respect of pollution or contamination including the cost of removing nullifying or cleaning up seeping or polluting or contaminating substances or remediation unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**

Provided that

- (a) all pollution or contamination which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
- (b) the liability of Insurers for all damages and claimants' costs and expenses payable in respect of all pollution or contamination which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule of Insurance**

Pollution or Contamination shall mean

- i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- ii) all Injury or damage directly or indirectly caused by such pollution or contamination rising from Seeping or Polluting or Contaminating Substances

Seeping or Polluting or Contaminating Substances means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

Remediation includes "remediation" under the Environment Act 1995

5) North America

**Insurers** will not pay any claims arising from any action brought under the jurisdiction of the United States of America or Canada or any territory within their jurisdictions

6) Pressure Waves

**Insurers** will not pay for loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

7) Change in Water Table Level

**Insurers** will not pay for loss damage or destruction attributable solely to change in the water table level

8) Asbestos Exclusion

**Insurers** will not be liable for any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

This Exclusion shall not apply in respect of such removal or disposal provided that

- (a) such activity does not form part of the **Insured's** usual business or contract and
- (b) the discovery of asbestos by the **Insured** is unintentional and accidental and
- (c) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- (d) an asbestos removal contractor licensed by the Health and Safety Executive is employed if legally required

## General Exclusions (continued)

- i) to make safe the area in which the discovery is made as soon as is practicable
- ii) who has Employers' Liability and Public Liability insurances in force
  - that provide **Limits of Indemnity** no less than those stated in the **Schedule of Insurance** and
  - that do not exclude the work to be carried out

### 9) Terrorism

**Insurers** will not pay for liability, death, injury, loss, damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including **Consequential Loss** damage or destruction directly or indirectly caused by, resulting from or in connection with):

- (a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees

For the purpose of this Exclusion Terrorism means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action suit or other proceedings where **Insurers** allege that by reason of this Exclusion any liability death injury loss damage destruction costs or expense is not covered by this policy (or is covered only up to a specified **Limit of Indemnity**) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the **Limit of Indemnity**) shall be upon the **Insured**

### 10) Electronic Risks

**Insurers** will not pay for any claims directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- (a) damage to or the destruction of any computer system, equipment, component or item
- (b) loss, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, or misinterpretation, use or misuse of information stored electronically
- (c) unauthorised transmission of information electronically to any third party or the transmission of a **Virus**
- (d) damage to any material property directly or indirectly caused by or arising from damage described in a, b, or c of this exclusion

in each case whether tangible or intangible and whether owned by **You** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from programming or operating error by any person, hacking, phishing, a **Virus**, denial of service attack, acts of malicious persons or the failure of any external network.

For the purposes of this exclusion, **Virus** means:

Computer viruses or worms, trojan horses, logic bombs or other malware, programming instructions or any set of instructions designed to achieve an unexpected, unauthorised or undesirable effect or operation or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

### 11) Electrical or mechanical breakdown

**Insurers** will not be liable for loss or damage or destruction to property caused by mechanical or electrical breakdown or derangement

### 12) Excluded Places

**Insurers** will not pay any claim arising in connection with any work on or in:

- (a) offshore installations or support vessels
  - (b) the side of an airport terminal beyond passport and customs control
  - (c) chemical or petro chemical works oil or gas refineries or storage facilities
  - (d) power stations
  - (e) nuclear power stations
  - (f) any installations where nuclear processing is undertaken
  - (g) chimney shafts, blast furnaces, viaducts, tunnels, quarries, mines or collieries
  - (h) railway tracks or yards
- or any travelling to or from these locations

### 13) Fireworks and Bonfires

**Insurers** will not be liable for any loss, damage, destruction or **Injury** arising from:

- (a) The lighting of fireworks other than 'sparklers' unless **We** have previously given **Our** written agreement and such fireworks are operated entirely under the control of a qualified member of the British Pyrotechnists Association who has their own insurance for such activities

## General Exclusions (continued)

- (b) Bonfires being lit or permitted to be lit by the **Insured** unless they are:
  - i) attended at all times by a responsible adult and;
  - ii) not lit with any form of accelerant and;
  - iii) located within **Your** premises, well away from any highly flammable liquids or items such as gas cylinders and fuel cans and in a cleared area where there are no overhanging branches, with minimal grass and scrub and a safe distance from all property, fences and vehicles and no less than ten metres from any property located outside **Your** boundary and
  - iv) fully extinguished with water when **You** have finished with them

### 14) Other General Exclusions

**Insurers** will not be liable for:

- (a) any loss, awards, costs, damage, destruction or **Injury** as a consequence of illegal or fraudulent activities or caused by deliberate acts by the **Insured**
- (b) Any claim in respect of which **You** have agreed to exclude or limit **Your** rights of recovery from another party
- (c) loss or damage or destruction to property caused by faulty or defective design or materials, inherent vice, latent defects, frost, faulty or defective workmanship, operational error or omission, lack of maintenance, vermin, insects, rot, woodworm, damp, condensation, mildew, fungus, corrosion, rust, shrinkage, evaporation, depreciation, wear and tear, normal deterioration, scratching, marring, denting, atmospheric or climatic conditions, the action of light or any gradually operating cause
- (d) any amount if the property is damaged when it is being cleaned, dyed, altered, repaired or restored
- (e) Any claim arising from the bursting of
  - i) any boiler not used for domestic purposes only
  - ii) any economiser or other vessel or apparatusbelonging to or under the control of the **Insured** in which internal pressure is due to steam only
- (f) loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any direct or indirect loss caused by or happening through or as a result of riot civil commotion strikers persons taking part in labour disturbances or malicious persons
- (g) any loss of value following a claim payment
- (h) any claim, including theft, which arises from deception, fraud or the use of stolen, forged, or invalid cheques, bank drafts or bank notes or any other financial instrument
- (i) any claim arising out of or in connection with **Your** insolvency
- (j) any loss damage or destruction to vehicles licensed for road use (including accessories thereon)
- (k) any injury, loss of or damage or destruction to livestock, growing crops or trees
- (l) the cost of fines, penalties, punitive, exemplary, aggravated or liquidated damages
- (m) the multiplied portion of any damages award unless awarded for defamation
- (n) any compensation, costs and expenses that are covered by another insurance policy
- (o) any claim arising from the employment or involvement of any dog that is prohibited under the Dangerous Dogs Act 1991
- (p) any claim brought or maintained outside the **Territorial Limits**.

## General Conditions

### 1) Making Claims

It is a condition precedent that **You** follow the claims procedure set out below.

- (a) It is a claims condition of Section 4 (Wrongful Acts) that **You** report any **Wrongful Act** immediately upon discovery but within the **Period of Insurance** or no more than 30 days thereafter. Any failure to comply with this condition will mean **Insurers** will reject **Your** claim.
- (b) **You** will on the happening of any injury or of any loss, damage or destruction give immediate notice thereof in writing to the **Claims Team** and shall at **Your** own expense within thirty days after the happening of such loss damage or destruction send the **Claims Team** a claim in writing with such detailed particulars and proofs as may be reasonably required. If **Insurers** elect or become bound to reinstate any **Buildings You** must furnish to the **Claims Team** all such plans, specifications and quantities as **Insurers** may reasonably require
- (c) In the case of loss or damage by theft or any attempted theft or malicious damage or riot or civil commotion **You** will also give immediate notice to the police and within 7 days give notice to the **Claims Team**
- (d) **You** will on receiving notice of any accident or claim give immediate notice in writing to the **Claims Team** and shall supply full particulars in writing and shall send to the **Claims Team** any writ, summons or other legal process issued or commenced against **You** unacknowledged and will give all necessary information and assistance to enable **Insurers** to settle or resist any claim or to institute proceedings and shall not negotiate, pay, settle, admit or repudiate any claim



## General Conditions (continued)

- (e) Whenever anything occurs which might give rise to a claim under this policy **You** will do and permit to be done all things reasonably practicable to minimise the damage or to minimise or check any interruption of or interference with the **Club** or to avoid or diminish the loss
- (f) **You** will provide all help and assistance and co-operation required by **Insurers** in connection with any claim **You** shall at **Your** own expense furnish to **Insurers** any certificates, information and evidence that may from time to time be required by **Insurers** and in the form prescribed by **Insurers**
- (g) Any claim for costs and expenses incurred by **You** in replacing or restoring documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by **Insurers**

**Insurers** will be entitled:

- on the happening of a claim or an occurrence which might give rise to a claim under Sections 1 (Public Liabilities of the Club, its Members and its Landlords), 2 (Court Awards), 3 (Employers' Liability) or 4 (Wrongful Acts)
- to pay to **You** in settlement of their liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either
  - (a) the **Limit** (less any amounts already paid as damages) or
  - (b) such other amount for which the claim or claims may be settled

**Insurers** will then relinquish control of and be under no further liability in respect of such claim

- on the happening of any loss damage or destruction to the **Property** insured to enter any **Buildings** where the loss damage or destruction has happened and to take and keep possession of the **Property** insured and to deal with the salvage in a reasonable manner and this policy shall be proof of leave and licence for such purpose. No **Property** may be abandoned to **Insurers**.
- to undertake in the name and on behalf of the **Insured** or the **Trusted Person** the absolute conduct, control and settlement of any proceedings and to take proceedings at their own expense and for their own benefit but in the name of the **Insured** or the **Trusted Person** to recover compensation or secure indemnity from any third party in respect of anything covered by this policy.

### *Arbitration*

If **Insurers** accept **Your** claim but disagree over the amount **You** will be paid, the dispute will be referred to an Arbitrator who will be appointed in accordance with current law. When this occurs the Arbitrator must decide on an award before **You** can bring proceedings against **Insurers**.

### 2) Other Insurance

If any claim covered by this policy is also covered in whole or in part by any other insurance the liability of **Insurers** shall be limited to their rateable proportion of such claim.

### 3) Fraud

**Insurers** will not pay for any claim that is deliberately exaggerated or where **You** or anyone acting for **You** uses, or attempts to use, fraudulent means to obtain benefits under this policy. If **You** or they do, or attempt to:

- (a) **Insurers** will cancel this policy from the date of the fraudulent act
- (b) **Insurers** will not refund any premiums

all benefit under this policy shall be forfeited.

**Insurers** may inform the police and fraud prevention agencies of the circumstances.

### 4) Reasonable Precautions

**You** must take all reasonable care:

- (a) to keep insured **Property** in good repair and secure
- (b) to keep all work equipment and premises in good and safe condition
- (c) in the selection and management of **Employees**
- (d) to comply with all statutory obligations and regulations imposed by any authority
- (e) to prevent the sale or supply of goods which are defective in any way.

### 5) Risk Improvement Requirements

All Risk Improvement Requirements notified to and agreed by or on behalf of the **Insured** must be complied with and continue to be complied with during the whole currency of the policy.

### 6) Information Provided

The information contained in the **Statement of Fact** must be true and complete.

## General Conditions (continued)

### 7) Bankruptcy & Criminal Record

**You** must advise **Us** of the bankruptcy of anyone named as the **Insured** or **Trusted Person** or their unspent conviction of arson, deception, forgery, theft, robbery or receiving or any crime of violence associated with any of these offences or with any other offence against property (If any doubt exists as to whether any change is within this Condition it should be advised to **Us**).

### 8) Your Cancellation Rights

To cancel **Your** policy, please contact **Us** using the telephone or address details provided in the 'Introduction' on page 2.

- *Cooling-Off*

**You** have the right to cancel this policy from the inception date and receive a full refund of premium paid on condition that:

- (a) **We** receive **Your** cancellation instructions within 14 days of **You** receiving insurance documentation confirming cover or the inception date of this policy, whichever is later
- (b) **Your** instructions confirm that cancellation is to take place from the inception date.
- (c) **You** have not made a claim and are not aware of any **Incident** that could lead to a claim

If **You** cancel the policy under the Cooling-Off rules, no claims can be made subsequently because the policy will be treated as never having existed.

- *Other Cancellation*

**You** can cancel the policy outside the Cooling-Off rules at any time by contacting **Us** to confirm the date when cancellation is to take effect. Please use the telephone or address details provided in the 'Introduction' on page 2.

**You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **Period of Insurance** provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect. If a claim has been made, any refund will be at the discretion of **Insurers**. In all cases, a cancellation charge will be made in accordance with **Our** Terms of Business, which are provided with **Your** documentation.

### 9) Insurers' Cancellation Rights

**Insurers** have the right to cancel this policy at any time by sending 30 days' notice in writing to **Your** last known address.

Reasons for cancellation under this condition may include but are not limited to:

- (a) a change to the risk which makes it one **Insurers** would not normally accept
- (b) **You** failing to co-operate with or provide information to **Insurers** which affects their ability to underwrite the risk.

If this insurance is cancelled by **Insurers** **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **Period of Insurance** and no cancellation charge will be made.

### 10) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

### 11) Law Applicable to the Contract

This policy will be governed by English law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **You** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

### 12) Language

The contractual terms and conditions and other information relating to this contract will be in the English language.