

# Allotment INSURANCE

Policy Booklet



**CHRIS KNOTT INSURANCE**

*The right choice for savings, service & support*

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# Welcome to First Underwriting Ltd

## Policy Introduction

Thank **You** for choosing this allotment insurance policy issued by First Underwriting Ltd.

**You** should have this policy booklet, a policy **Schedule of Insurance** (which indicates operative sections) and any endorsements that apply to **Your** own policy for full details of **Your** cover. These documents provide evidence of a legally binding contract of insurance between **You** and **Us**. Please read all documentation carefully, including the terms, conditions and exclusions to ensure that they meet **Your** needs. If they do not meet **Your** needs, please return them to **Us** or **Your** insurance broker immediately. If the insurance described does not give **You** everything **You** need, please tell **Us** immediately.

This insurance contract is based on the information provided by **You** or on **Your** behalf at the time **You** applied for this insurance and is shown in the **Statement of Fact**. Please tell **Us** at once if **You** have made any mistakes or if the information provided by **You** is not accurate or complete, otherwise this policy may not be valid.

## Law applicable to this contract

The law of England and Wales and the decision of the courts of England and Wales will apply to this contract unless:

**You** and **We** agree otherwise; or

At the start date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law and the decision of the courts of that territory will apply.

## About First Underwriting Limited

First Underwriting Limited is registered in England & Wales, Company Number 07857938 and is authorised and regulated by the Financial Conduct Authority under Firms Reference Number (FRN) 624585.

First Underwriting Limited is an intermediary and not an insurer. First Underwriting Limited has not made any personal recommendation regarding the sale of this policy.

This policy is issued in accordance with the authorisation Accredited Insurance (Europe) Limited – UK Branch ('**Accredited**') have granted to First Underwriting Limited under the terms of a contract between First Underwriting Limited and Accredited. This contract makes First Underwriting Limited the Agent of Accredited and gives them the authority to perform certain acts on Accredited's behalf, but does not affect **Your** rights to claim or make a complaint.

First Underwriting Ltd act as an administrator on behalf of Accredited Insurance (Europe) Ltd - UK Branch.

## About the Insurer

Accredited is the UK Branch of Accredited Insurance (Europe) Limited, which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business, and has a place of registration and principal place of business at 71 Fenchurch Street, London, EC3M 4BS. UK Companies House registered number: BR021362.

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.



Colin Johnson  
Director  
Accredited Insurance  
(Europe) Limited – UK  
Branch



Tom Donachie  
Managing Director  
First Underwriting Limited.

## Important information You have given Us

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, **We** will treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid to the premium **We** would have charged **You**;
- cancel **Your** policy in accordance with the Right to cancel condition below.

**We** or **Your** insurance broker will write to **You** if **We**:

- intend to treat **Your** policy as if it never existed;
- need to amend the terms of **Your** policy.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** or **Your** broker as soon as possible. If anything changes at any time after this **Policy** has begun which is a change in the information **You** have given and which is relevant to this **Policy**, **You** must also inform **Us** or **Your** broker as soon as possible. If **You** do not, **Your Policy** may not be valid or may not cover **You** fully.

# Cancelling this policy

## 1 Your cancellation rights:

**You** have a statutory right to cancel **Your** policy within fourteen (14) days from either:

- the commencement of the **Period of Insurance**;
- the date **You** receive this policy,

whichever is the later (the 'cooling off period');

**You** can cancel this policy at any time by contacting the entity that effected this insurance on **Your** behalf or by writing to **Us**.

If **You** wish to cancel and the policy cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

Alternatively, if **You** wish to cancel and the policy has already commenced and provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a proportional deduction for the time **We** have provided cover.

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium.

## 2 Our cancellation rights:

**We** may, if **We** have a valid reason, cancel this insurance at any time by sending **You** thirty (30) days' notice in writing to **Your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to **Your**:

- a) non-payment of premium;
- b) continued failure to comply with the terms and conditions of this policy;
- c) failure to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require where such the lack of cooperation affects:
  - i) **Our** ability to process a claim;
  - ii) the defence of **Our** interests;
  - iii) the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if **You** provide the details required in the letter **We** wrote to **You** within the notice period;

- d) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of **Our** staff or anyone acting on **Our** behalf;

If **We** cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **Period of Insurance**, **We** will return to **You** a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

## How to make a Claim

To make a claim please contact the **Claims Team** on:

**0330 174 2060**

### Things You must do

Please refer to General Condition 1 (Making Claims) for the claims procedure that must be followed. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.



# Definitions

The definitions of key words which are used in this document are shown below.

Wherever the following words or phrases appear in **Your** policy, they will have the meaning given below unless stated otherwise: Also where the context requires:

- words in the singular will include the plural and vice versa;
- words expressed in one gender shall include all genders;
- references to 'a person' shall include any individual, company, partnership or any other legal entity;
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

## Building(s)

Structures at the **Club Address** that are built with roofs and walls and are leased, rented or owned by the **Club**, together with fixtures and fittings or **Polytunnels**. This definition does not include fences or gates.

## Claims Team

Claims Consortium Group ("CCG") is a trading name of Property Consortium (Holdings) Ltd. Registered in England 07531688 at Blackdown House, Culmhead Business Centre, Taunton, Somerset TA3 7DY.

**Insurers** have authorised CCG to manage and settle claims on behalf of First Underwriting Limited.

## Club / You / Your

Individuals or organised groups of people providing, managing, planning or participating in **Club Activities**. This includes members of the governing committee in their official role and **Members** when acting under specific instructions of the governing committee.

## Club Activities

The interests and activities of the **Club** and identified in the **Statement of Fact**.

## Club Address

The address of the **Club** as shown in the **Statement of Fact**.

## Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- 2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms;
- 3) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

For the avoidance of doubt, the scope of this definition includes, but is not limited to, Covid-19, any other type or strain of coronavirus or any other pandemic of any type (or any disease as defined here, whether pandemic or non-pandemic).

## Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

## Contents

**Club** possessions when located within a **Building** but not including **Stock** or **Equipment**

## Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

## Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## Cyber Incident

any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;

any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

## Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

## Direct or Indirect Loss

A loss of income that flows directly from an injury or from physical loss, damage or destruction of **Property**.

## Employee

- 1) Any person under a contract of employment, service or apprenticeship with **You** (including directors) unless in partnership with **You**
- 2) Any person who is hired to or borrowed by **You**
- 3) Any other person taking any part in the performance of a contract with **You** (including volunteers and assistants) the primary purpose of which is the provision of labour
- 4) Persons gaining work experience

working for **You** in connection with Club **Activities**

## Endorsement

A variation in cover or an additional condition or exclusion attached to **Your** documentation that makes changes to the terms of this policy.

## Equipment

Maintenance tools (including self-propelled lawn mowers), trailers and training kit, all kept at the **Club Address** and belonging to the **Club** or for which the **Club** is responsible. This definition does not include 'Poly-Tunnels' or similar structures.

## Events

All activities, meetings, functions, training sessions and shows arranged for **Club Activities** and which are organised by the **Club** or where the **Club** organises participation or attendance.

## Excess

The first amount of any one claim that **You** pay as set out in **Your Schedule of Insurance**.

## Incident

A sudden, unexpected, specific event which occurs at an identified time and place resulting in **Injury**, loss or damage.

## Injury

Bodily injury, death, illness or disease.

## Insured

Any of the **Club**, **Members** or **Trusted Person** that are shown as being included in **Your Schedule of Insurance**.



## **Insurers / We / Us / Our / Ours**

Accredited Insurance (Europe) Ltd – UK Branch and where the context requires, First Underwriting Limited.

## **Landlords**

The owner of land or **Buildings** rented or leased to the **Club**.

## **Limit of Indemnity**

The maximum amount **Insurers** will pay in the event of a claim.

## **Members**

Anyone who is officially registered as a permanent member of the **Club**, invited judges, stewards, instructors and any other person who is acting in an official capacity for the **Club**.

## **Money**

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 **Club** or for which the **Club** have accepted responsibility.

## **Period of Insurance**

The length of time, shown on **Your Schedule of Insurance**, during which cover applies

## **Polytunnel**

A polytunnel is a tunnel typically made from steel and covered in polyethylene, usually semi-circular, square or elongated in shape

## **Property**

Comprises **Buildings, Contents, Stock, Equipment** and **Trophies**.

## **Schedule of Insurance**

A document that should be read in conjunction with **Your** policy booklet. It identifies who benefits from this insurance, the **Period of Insurance**, which sections are included and lists the **Sums Insured, Limits of Indemnity** and **Excess** and any **Endorsements** that apply.

## **Statement of Fact**

A document that includes details **We** have recorded about the **Club** from information supplied by **You**. If any of these details are inaccurate, please contact the entity that effected this insurance on **Your** behalf immediately

## **Stock**

Goods or merchandise owned by the **Club**, kept at the **Club Address** and available for sale or distribution.

## **Sum Insured**

The maximum amount Insurers will pay in the event of a claim.

## **Territorial Limits**

United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## **Trophy**

A cup or other decorative object owned by the **Club** for presentation to **Members** who are permitted to keep it temporarily as a prize.

## **Trusted Person**

Unpaid volunteers who are either:

- 1) A person who was a trustee, committee member, volunteer, director or officer of the **Club** at any time during the **Period of Insurance**, or;
- 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 **Schedule of Insurance**.

### **Wrongful Act**

Any actual or alleged act, error or omission committed or attempted by

- 1) The **Club** when providing services in the form of advice or training directly related to Club **Activities** or separately;
- 2) a **Trusted Person** when performing a specific role to which they were appointed by the governing body of the **Club**.

where such act causes another party to issue a written demand or civil or regulatory proceeding seeking monetary damages or other legal relief.

# Cover provided

The extent of cover applicable under the policy is as stated in the **Schedule of Insurance** or any relevant Endorsement and determines the extent of cover that applies.

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

### What is covered

Where they are shown to be included in the **Schedule of Insurance**, **Insurers** will indemnify the:

**Club**

**Members**

**Landlords**

against all sums which they become legally liable to pay as damages and claimants' costs and expenses in respect of accidental:

- 1) **Injury** to any person;
- 2) loss or damage to physical property

where such **Injury** or loss or damage occurs in connection with **Club Activities** during the **Period of Insurance** within the **Territorial Limits**.

**Insurers** will also pay for legal costs and expenses incurred by the **Insured** with the prior written consent of the **Insurers**:

- 1) in connection with the defence of any claims
- 2) for representation of the **Insured**:
  - at any coroner's inquest or inquiry in respect of any death

at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury**, loss or damage

which may be the subject of indemnity under this Section.

### What is not covered

It does not cover any claim or loss arising from:

- 1) Liability in respect of Section 3 (Employers' Liability) or Section 4 (Wrongful Acts)
- 2) Defending any such liability in respect of claims of negligence unless Insurers have agreed and have given their prior written consent
- 3) Loss or damage to possessions held in trust by the **Club** for someone else. For the avoidance of doubt, this does not exclude **Property** belonging to **Members, Employees, Trusted Persons** and visitors left at the **Club Address**
- 4) Liability assumed under any contract or agreement entered into by the **Insured** (except for liability that would also have applied in the absence of the contract or agreement), or any liquidated damages or time penalties
- 5) In respect of **Injury** suffered by the **Insured** or **Employee** or loss or damage to **Property** belonging to the **Insured** or for which the **Insured's** has responsibility under a lease or rental agreement
- 6) In respect of advice, design or specification given by the **Insured** or on behalf of the **Insured**
- 7) The direct or indirect use of any power operated lift, hoist, crane, ship, vessel, craft, horse-drawn vehicle, aircraft or any motor vehicle including anything attached to it for which third party liability cover is required under any road traffic law
- 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

- 9) Any goods or products that the **Insured** makes, alters, repairs, services or delivers except from food or drink that is either:-
  - (a) a branded product sold unopened in its original packaging;
  - (b) prepared in accordance with the Food Standards Agency's current regulations on Food Hygiene
- 10) The use of pesticides or poisons unless the manufacturer's instructions have been followed
- 11) Libel, slander or any advertising activities
- 12) Insolvency or financial default of any person organisation.

## Maximum Liability

The maximum liability of Insurers under this Section (including claimant's costs, fees and expenses) shall not exceed the sum stated in the **Schedule of Insurance** in respect of any one claim or a series of claims arising out of one occurrence or series of occurrences attributable to one originating cause.

Provided that a claim is in respect of Injury, loss or damage arising as a result of food or drink supplied by **You** or Members, the total liability of the Insurer applies to all indemnity payable (including claimant's costs, fees and expenses) in respect of such claims or series of claims arising out of any one occurrence or series of occurrences attributable to one original cause or source and shall not exceed in the aggregate of the Limit of Indemnity in **Your Schedule of Insurance**.

## Conditions

The General Conditions apply to this Section.

## Section 2 – Court Awards

### What is covered

**Insurers** will pay **You** all sums which **You** have been awarded in Courts of United Kingdom jurisdiction where the award:

- 1) would have been covered under Section 1 (Public Liabilities of the **Club**, its **Members** and its **Landlords**) had it been made against **You** rather than in **Your** favour;
- 2) was not paid to **You** within 3 months of the date of the award.

### What is not covered

Insurers will not pay:

- 1) the **Excess**
- 2) any sum if:
  - (a) **You** have an appeal pending or
  - (b) **You** have not agreed to allow **Insurers** to enforce any right which it shall become entitled to upon making payment.

### Maximum Liability

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

### Conditions

The General Conditions apply to this Section.

## Section 3 – Employers Liability

### What is covered

**Insurers** will indemnify **You** for all sums which **You** become legally liable to pay as damages and claimants' costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment by **You** in connection with **Club Activities** and caused within the **Territorial Limits** during the **Period of Insurance**.

**Insurers** will also pay for legal costs and expenses incurred by **You** with the prior written consent of the **Insurers**:

- 1) In connection with the defence of any claims
- 2) for representation of the **Insured**:
  - at any coroner's inquest or inquiry in respect of any death
  - at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury, loss or damage.

which may be the subject of indemnity under this Section.

### What is not covered

**Insurers** will not be liable to pay compensation to any **Employee** for **Injury**

- 1) sustained when the **Employee** 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
- 2) arising out of employment practices or disputes related to employment of any person including but not limited to wrongful, unfair or constructive dismissal, defamation, humiliation, harassment or discrimination

## Maximum Liability

The maximum liability of **Insurers** under this Section for all compensation, cost and expenses payable (including interest thereof) 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.

## Conditions

### 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.

## Section 4 – Wrongful Acts

### What is covered

Where they are shown to be included in the **Schedule of Insurance**, **Insurers** will indemnify:

- The **Club**
- **Trusted Persons**

for all sums which they are legally liable to pay as damages, claimants' costs and expenses arising out of any **Wrongful Act** and referred to under paragraph A (The **Club**) and B (**Trusted Persons**) below:

- which has occurred within the **Territorial Limits**;
- that was reported to **Insurers** during the **Period of Insurance** or no more than 30 days thereafter.

**Insurers** will also pay for legal costs and expenses incurred with their prior consent for the:

- 1) defence of any claims;
- 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 **Wrongful Act**

which may be the subject of indemnity under this Section.

### Condition

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.

### What is not covered

**Insurers** will not pay the **Excess** or any payment for any claim or loss attributable to or arising out of:

- 1) **Injury** to any person or loss of or damage to property or for a 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 **You** have bought such cover.
- 2) Any claim for a circumstance that occurred prior to the **Period of Insurance** unless:
  - (a) the circumstance occurred at a time when **You** had cover under this Section from **Insurers**
  - (b) such cover has been maintained continuously since the circumstance
  - (c) within 30 days of **You** becoming aware of such circumstances that is likely to give rise to a claim, **You** tell the **Claims Team**
  - (d) there is no other insurance in place that covers such a circumstance.
- 3) Liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement.
- 4) Any claim caused by or arising out of any product or goods sold or supplied or of rectifying defective workmanship.
- 5) Any act or omission of the **Insured** in the knowledge that it was carried out in 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.
- 6) Any claim, investigation or circumstance known to **You**, or that has been reported under any policy existing or expired, prior to the start of the **Period of Insurance**.
- 7) The operation or administration of any pension or employee benefit scheme or their breach of any legislation or regulation relating to these activities.
- 8) Any claim made in respect of any actual or alleged breach of any anti-trust or competition law or other law prohibiting restraint of trade business or profession.



- 9) Any claim arising out of infringement of copyright, patent, trade name, trade mark, or registered design.
- 10) Any claim arising from the ownership, possession or use by **You** or a **Trusted Person** of any property, land, aircraft, watercraft or vehicle.
- 11) Any claim brought or maintained by **You** or a **Trusted Person**, however this exclusion will not apply to any complaint made by an **Employee** who is not the **Trusted Person** who performed the **Wrongful Act**;
- 12) Libel, slander or defamation;
- 13) Penalties or fines of any kind.

## A The Club

### What is covered

Any **Wrongful Act** by the **Club**, a **Member** or **Employee** as a result of direct instruction from the **Club** in the form of advice or training directly related to **Club Activities**.

Cover for the **Club** also extends to any **Employee** or any other person, partnership firm, or company, acting for or on **Your** behalf in or about the conduct of **Your Club**.

### What is not covered

**Insurers** will not make any payment for any claim or loss attributable to or arising out of:

- 1) Any claim that would be covered under Sub-Section B (**Trusted Persons**), whether or not **You** have bought such cover.
- 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 **Club**.

## B Trusted Persons

### What is covered

Any **Wrongful Act** committed by **Trusted Persons** when performing a specific role to which they were appointed by the governing body of the **Club**.

The following conditions apply to Sub-Section B (**Trusted Persons**)

- 1) The definitions, conditions and claims notification requirements all apply equally to each **Trusted Person** and to **You**.
- 2) **You** agree to act on behalf of all the **Trusted Persons** in connection with payment of the premium and giving or receiving notice of all matters relevant to this Section.
- 3) All information provided by any **Trusted Person** will be considered as a separate application for each **Trusted Person** and the knowledge of or any statement made by a **Trusted Person** will not be referred to or affect any other **Trusted Person** for the purposes of determining whether cover is available for any claim against such other **Trusted Person**.
- 4) Each claim will be treated as first made when **We** receive notice of the first claim.

### What is not covered

**Insurers** will not make any payment for any claim or loss attributable to or arising out of:

- 1) Any claim that would be covered under Sub-Section A (The **Club**), whether or not **You** have bought such cover.
- 2) Any act performed by someone on a professional basis or acting as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.
- 3) Any breach of or failure to provide reasonable professional duties or services.
- 4) Any act intended to secure or which does secure a profit or advantage:
  - (a) to which the **Trusted Person** was not legally entitled
  - (b) for any other entity where the **Trusted Person** is a trustee, committee member, volunteer, director, officer or **Employee** of such entity.
- 5) Any claim for a **Wrongful Act** by a **Trusted Person** after **You** merge or consolidate with another company or **Club**.

## Maximum Liability

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

## Conditions

The General Conditions apply to this Section.

# Section 5 – Property

## What is covered

Loss or damage to **Property** owned, hired or used by the **Club** and resulting from an **Incident** occurring during the **Period of Insurance** when any:

- **Property** is at the **Club Address**
- **Equipment** or **Trophies** are temporarily at an **Event**
- **Trophies** are in a **Member's** home

or being transported between the **Club Address**, an **Event** or a **Member's home**.

Insurers will pay for:

- 1) the cost of repairing **Property** to bring it back to the same condition it was in before it was damaged
- 2) the cost of replacing **Property** with the same or very similar **Property** if the cost of repair is more than it was worth or it is lost, stolen or destroyed

The choice of whether to repair or replace **Property** is at the **Insurers'** sole discretion.

## What is not covered

**Insurers** will not pay:

- 1) the **Excess** or, for loss or damage arising from subsidence or heave, the first £1,000 of any claim.
- 2) More than the value of **Property** or more than the amount **You** have **insured** each asset comprising such **Property**.
- 3) Any amount in respect of loss or damage to:
  - (a) **Money**
  - (b) **Property You** do not own or for which **You** have no responsibility
  - (c) an unattended trailer unless it was protected with a hitchlock and wheel clamp and the keys have been removed and held remotely
  - (d) **Equipment** or any **Trophy** if it is:
    - i) left in the open and not with a **Member, Employee** or other responsible adult at the time of the **Incident**.
    - ii) stolen from an unlocked vehicle
    - iii) stolen from a locked vehicle if such **Property** is not out of sight in a boot or luggage compartment
    - iv) stolen from a **Building** that was not securely locked
    - v) damaged because **You** have not followed the manufacturer's instructions
    - vi) worth more than £500 unless it has been **insured** as a separate item.
- 4) for loss or damage to a **Polytunnel** arising from:
  - (a) storm, vandalism or malicious damage  
or
  - (b) any other cause unless the loss or damage takes place at the same time and from the same cause as damage suffered by **Buildings** that are not **Polytunnels**.
- 5) Any claim for storm damage to **Buildings** or other **Property** stored inside unless the **Building** is made of brick or stone or concrete or metal with a roof constructed of slates or tiles or concrete or metal unless **You** have told **Us** and the **Insurers** have agreed to this in writing.

## Maximum Liability

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

## Conditions

The General Conditions apply to this Section and in addition, the following applies to 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, **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**.

## Section 6 – Abandoned Events

### What is covered

This Section is only available if Section 5 (**Property**) is included in **Your Schedule of Insurance**.

**Insurers** will pay for any costs that **You** are unable to recover following the cancellation, postponement, abandonment, or relocation of a pre-booked and **insured Event** or part of an **insured Event** due to circumstances occurring during the **Period of Insurance** within the **Territorial Limits** that is wholly and entirely beyond **Your** control.

### What is not covered

**Insurers** will not pay

- 1) the **Excess**
- 2) any amount if the **Event** is cancelled, stopped, postponed, abandoned or relocated due to:
  - (a) adverse weather
  - (b) non-attendance of any person or group of persons
  - (c) a lack of funds or financial support in respect of any failure, withdrawal or inadequacy of necessary finance or any financial failure of or financial default by any person, corporation or entity
  - (d) somebody booked to attend cancels, does not arrive or leaves early
  - (e) in any way to any **Communicable Disease** affecting humans or livestock
  - (f) closure of the venue by order of the local authority or any other legally authorised authority
  - (g) loss of licence of the venue

## Maximum Liability

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

## Conditions

The General Conditions apply to this Section and in addition, **You** will:

- 1) comply with the requirements of any law, court, or regulatory body of such jurisdiction in respect of the Territorial Limits of this Policy
- 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**.

## Section 7 – Loss of Money

### What is covered

Insurers will pay **You** in respect of the **Limits of Indemnity** stated in the **Schedule of Insurance** against the lost, stolen, damaged or destroyed **Money** during the **Period of Insurance** and within the **Territorial Limits** when it is:

- 1) At an **Event**
- 2) Being taken to or from a bank by **You** or by an **Employee**
- 3) In a locked safe in a building or a bank night safe
- 4) In a home of an official or committee member
- 5) Being taken to or from a home of an official or committee member.

### What is not covered

**Insurers** will not pay for:

- 1) Loss arising from mistakes in counting or bookkeeping or the use of forged **Money**
- 2) Loss of any **Money** due to theft by an **Employee** and the theft is not discovered within 7 days
- 3) Any amount if **Money** is lost, stolen, damaged or destroyed when it is unattended away from a private dwelling
- 4) Any amount if **Money** is lost or stolen **Money** from a coin operated machine
- 5) Any amount if **Money** has depreciated in value
- 6) Any financial loss beyond the face value of the **Money** that has been lost, stolen, damaged or destroyed
- 7) Any **Excess** as stated on **Your Schedule of Insurance**.

## Maximum Liability

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

## Conditions

The General Conditions apply to this Section and in addition, the following applies to this Section:

### Precautions

The **Insured** must:

- 1) exercise due care in selecting employees to be entrusted with **Money** and shall obtain and will continue to obtain satisfactory written references and confirmation of such references directly from the previous employers
- 2) delegate at least two Employees to be responsible for any **Money** in the sum over £1,000
- 3) keep a proper written record of all **Money** covered by this Section and such record must be kept in a different location to where the **Money** is kept
- 4) notify the police as soon as possible after **You** discover any **Money** is lost, stolen, deliberately damaged or destroyed which **You** anticipate recovering under this Policy.

# General Conditions

## 1) Making Claims

If **You** wish to make a claim, please contact the **Claims Team** on:

- Telephone: 0330 174 2060

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

- If **You** are claiming under Section 4 (**Wrongful Acts**), **You** must report any **Wrongful Act** as soon as possible 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.
- You** must notify the **Claims Team** in writing as soon as possible following the occurrence of any Injury, loss, damage, or destruction.
- You** must provide the **Claims Team** within 30 days of such Injury, loss, damage, or destruction, with detailed particulars of **Your** claim.
- You** must provide the **Claims Team** with any other information **We** may require.
- You** must provide **Us** with reasonable evidence of bills or accounts in respect of any claims for costs and expenses incurred by **You** in replacing or restoring documents, which shall be subject to approval by a competent person to be nominated by **Insurers**.
- If **Insurers** elect or become bound to reinstate any **Buildings**, **You** must provide to the **Claims Team** as soon as possible with all such plans, specifications and quantities as **Insurers** may reasonably require.
- In the case of loss or damage by theft or any attempted theft or malicious damage or riot or civil commotion, **You** must notify the police as soon as possible and within 7 days from the **Incident** date notify the **Claims Team**.
- If a claim for liability is made against **You**, **You** must provide the **Claims Team** as soon as possible but not later than [14] days with full particulars in writing, and forward to the **Claims Team** any letter, claim, writ, summons or other legal documents **You** receive.
- You** must not admit liability or agree to settle any claim without **Our** prior written permission.
- You** must take all reasonable care to limit and minimise any further Injury, loss, damage or destruction.

### How we deal with Your claim

**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);
  - (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) Observance of Terms

**You** and anyone acting on **Your** behalf must comply with every applicable requirement and provision of this **Policy**. To the extent that any other person (or party) is entitled a benefit from this **Policy**, **You** are to arrange for that other person (or party) to comply with every applicable requirement and provision. If anyone who is required to comply with provisions of this **Policy** does not comply, we may be entitled to reject a claim or reduce the amount payable for a claim to the extent that **Our** liability has been incurred or increased by any such failure to comply.

If **We** have paid any sums which **We** should not have been liable to pay (on account of a breach of a policy provision), **You** shall be obliged to reimburse **Us** promptly for any such amount.

However, this Condition shall not apply to the extent that it may conflict with the provisions of the Insurance Act 2015 or the Consumer Insurance (Disclosure and Representations) Act 2012.

#### 3) 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.

#### 4) 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.
- (c) **Insurers** may inform the police and fraud prevention agencies of the circumstances.

If **You** make a fraudulent claim under this policy, **We**:

- a) Will not be liable to pay the claim; and
- b) May recover from **You** any sums paid by **Us** to **You** in respect of the claim;
- c) May by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under c) above:

- a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the policy (such occurrence of a loss, the making of a claim, or the notification of a potential claim);
- b) **We** need not return any of the premiums paid.

#### 5) 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 conditions
- 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.

#### 6) 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 period of the policy.

7) Information Provided

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

8) 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**).

9) 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.

10) Language

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

11) Sanctions

**We** shall not provide cover nor be liable to pay any claim or provide any benefit under this policy 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.

# General Exclusions

Applicable to all Sections of this policy unless stated to the contrary under these exclusions or in each Section.

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 Loss**
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to, 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 and Civil War - (not applicable to Section 3 – Employers’ Liability)

Insurers will not be liable for any loss or damage directly occasioned by, 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, 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 of 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
- ii. all Injury or damage directly or indirectly caused by such pollution or contamination arising 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  
**Insurers** will not be liable for any loss, costs or expenses directly or indirectly arising out of, or related to mining, processing, manufacturing, testing, removing, exposing, disposing of, sale of, use 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;
  - (b) the discovery of asbestos by the **Insured** is unintentional and accidental;
  - (c) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops;
  - (d) an asbestos removal contractor licensed by the Health and Safety Executive is employed if legally required:
    - i) to make safe the area in which the discovery is made as soon as possible
    - 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 in respect of the Territorial Limits under this Policy (including **Direct or Indirect 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 other sequence to such act of Terrorism
  - (b) any action taken in controlling, preventing, suppressing in any act of Terrorism, or in any other way related to such 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:

The use or threat of action, both in or outside the United Kingdom, designed to influence the government or an international governmental organisation or to intimidate the public or a section of the public, and the use or threat is made for the purpose of advancing a political, religious, racial or ideological cause. The use or threat of action includes, but not limited to:

- (a) serious violence against a person or serious damage to property;
- (b) endangering a person's life (other than that of the person committing the action);
- (c) creating a serious risk to the health or safety of the public or a section of the public;
- (d) action designed to seriously interfere with or seriously to disrupt an electronic system.

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 **Insured** will have 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**).

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in force and effect. Terrorism also means Terrorism in accordance with the definition of terrorism in the Terrorism Act 2000.

10) Electronic Risks

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

- (a) Loss of, 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, 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 any 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 from or 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
- (b) Bonfires being lit or permitted to be lit by the **Insured** unless they are:
  - i) attended at all times by a responsible adult;
  - ii) not lit with any form of accelerant;
  - iii) located within **Your** premises, away at a reasonable distance 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;
  - iv) fully extinguished with water as soon as possible when **You** have finished with them
- (c) explosives (other than fireworks)

14) Tree Maintenance

**Insurers** will not pay any claim arising from injury, loss or damage suffered as a result of falling trees or their branches unless:

- (a) all trees at the allotment are inspected by **You** on a quarterly basis and, in the event **You** discover a tree that appears to be unsafe or diseased, **You** as soon as possible:
  - i. identify the area of danger around the tree and prohibit access to that area and mark it with warning signs and;
  - ii. arrange for a tree surgeon to recommend a course of action and such action is undertaken as soon as reasonably possible

and;

- (b) within 12 months prior to the **Incident** such trees have been inspected by a tree surgeon and any recommendations resulting from that inspection have been undertaken and;

- (c) all inspections and subsequent actions are recorded in a logbook that can be provided to **Insurers** at their request.

15) 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 or reckless 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 apparatus belonging 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**.

16) Communicable Disease

This Policy excludes any loss, damage, claim, liability (whether actual or alleged), any cost or expense of any type or any other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the avoidance of doubt, the loss, cost, damage, liability, expense or any other amount that is excluded here includes any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease** or any property that is affected by a **Communicable Disease**.

This exclusion applies to all sections, all covers and all parts of this policy. Nothing else in this Policy will override this exclusion.

17) Cyber and Data

This policy excludes any:

**Cyber Loss;**

Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

Regardless of any other cause or event contributing concurrently or in any other sequence thereto.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder of it shall remain in full force and effect. If this exclusion conflicts with any other provision in this policy this Exclusion shall be the provision that applies.

18) Direct or Indirect Loss

This policy excludes any loss, damage, claim, liability (whether actual or alleged), any cost or expense of any type or any other sum that does not directly result from the perils or from the events set out under 'What is covered'.

# Our complaints procedure

## Our commitment to You

**We** strive to provide an excellent service to all **Our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **You** have a question about this insurance or complaint about **Your** broker, **You** should contact **Your** broker.

If **Your** complaint is in relation to this insurance or a claim **You** should contact **Us** as follows:

Tom Donachie  
Managing Director  
First Underwriting Ltd  
The Gherkin  
30 St Mary Axe  
London, EC3A 8EP

If **We** cannot resolve **Your** complaint straightaway, **We** will aim to resolve **Your** concerns as soon as possible and **We** will keep **You** informed of progress while **Our** enquiries are continuing.

If **Your** complaint involves the services of the **Insurer**, **You** may complain to them directly, and **We** will provide the contact details for **You**.

## The Financial Ombudsman Service (FOS)

If **We** are unable to resolve **Your** complaint to **Your** satisfaction or if **You** remain dissatisfied following receipt of **Our** final response letter, **You** may have the right to refer **Your** complaint to the FOS. **You** must contact the FOS within six months of **Our** final response.

The FOS contact details are as follows:

Address: Financial Ombudsman Service Exchange Tower, London E14 9SR  
Telephone: 0800 023 4567 for people phoning from a "fixed line" (for example a landline at home)  
or  
0300 123 9123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and **You** are entitled to contact the FOS at any stage of **Your** complaint.

If **You** are unsure whether the FOS will consider **Your** complaint or **You** require more information please contact the FOS directly, or visit [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

## Office of the Arbiter for Financial Services

If **You** are not satisfied with **Our** final response or where **We** have not responded within fifteen (15) working days, **You** may have the right to refer **Your** complaint to:

Office of the Arbiter for Financial Services 1<sup>st</sup> Floor, St Calcedonius Square, Floriana, FRN 1530, Malta, telephone (+356) 212 49245. **You** will have to pay EUR 25.00 at the time of making **Your** complaint to the Arbiter to use this service.

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, **insured** person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

## The Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS) which means that **You** may be entitled to compensation if **We** are unable to meet **Our** obligations to **You**. The level and extent of compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them directly on 0800 678 1100, or **You** can write to them at PO Box 300, Mitcheldean, GL17 1DY.



# How We use personal information

## Your personal information notice

### Data Protection

First Underwriting Limited is the data controller and processor in respect of **Your** personal data. This means that **We** decide how **Your** personal data is processed and for what purposes.

**We** comply with **Our** obligations under the General Data Protection Regulation (**GDPR**) by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data, by protecting personal data from loss, misuse, unauthorised access and disclosure, and by ensuring that appropriate technical measures are in place to protect personal data.

### Use of Personal Information

**We** use personal information for the following purposes:-

- To assess **Your** request for insurance, provide a quotation and administer **Your** policy;
- To undertake the performance of a contract of insurance to which **You** are a party;
- To administer **Your** claims and third party claims;
- To prevent fraud and financial crime;
- statistical analysis and management information;
- audits, system integrity checking and risk management;
- To send marketing information about **Our** products and services if **We** have received specific consent.

There is no obligation to provide **Us** with personal information, but if **You** do not, **We** may not be able to provide products or services or administer claims.

### Profiling and Automated Decision Making

**We** may use automated decision making, which includes profiling in **Our** assessment of insurance risks and for the administration of policies. This is used to help **Us** decide whether to offer insurance, determine prices and validate claims.

### Collection of Personal Information

**We** collect the following types of personal information to allow **Us** to complete the activities described under 'use of personal information' above:-

- Individual details such as name, address, phone numbers, age, gender, marital status, dependents, employment status and job title;
- Financial details such as bank account or credit card information;
- Identification details such as a passport number or national insurance number;
- Background insurance checks including previous policy information and claims history;
- Special categories of data including criminal convictions.

### Where We collect Personal Information From

**We** may collect information about **You** from the following sources:-

- **You** or **Your** family members;
- **Your** representatives;
- Information **You** have made public (such as via social media);
- Credit reference or fraud prevention agencies;
- Emergency services, law enforcement agencies, medical and legal practices;
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Claims and Underwriting Exchange (CUE);
- In the event of a claim, insurance investigators, claims service providers, claimants or witnesses;
- Other service providers or provider services for **Our** products.

## Sharing of Personal Information

**We** may need to share **Your** personal information with other recipients which could include:-

- Approved service providers or suppliers or other group companies that provide support services;
- Fraud prevention or credit reference agencies or other agencies that carry out work on **Our** behalf such as the Insurance Fraud Bureau (IFB);
- Other insurers, reinsurers, underwriters, regulators, law enforcement, Ombudsman Services or the Claims and Underwriting Exchange (CUE);
- Purchasers of the whole or part of **Our** business.

## Retention of Personal Information

**We** keep personal information only for as long as is necessary to administer the policy or manage **Our** business or as required for legal or regulatory purposes.

## Use and Sharing of Special Categories of Personal Information

Special categories of personal information under Data Protection Legislation include medical history, disabilities, motoring or criminal convictions. **We** may need to collect and process this information for the purposes of evaluating the risk and/or administering **Your** policy or a claim. **You** or any person covered under this policy must provide explicit verbal or written confirmation to such information being processed by **Us**.

**We** will only share this information in accordance with appropriate laws and regulations or where it is essential to administer the policy or when dealing with a claim.

## Your Rights

**You** have the right regarding any personal information that **We** hold to:-

- Restrict or object to **Us** processing it and **We** will agree to either stop processing or explain why **We** are not able to;
- Access the personal information **We** hold about **You** subject to certain restrictions;
- Ask **Us** to update any data that is incomplete or correct any inaccurate information;
- Ask **Us** to delete the information from **Our** records if it is no longer needed for the original purpose;
- Ask **Us** for an electronic copy so it can be used for **Your** own purposes;
- Ask **Us** to stop processing the information if the processing is based solely on individual consent;
- Find out about any automated decisions **We** make that affect **Your** insurance premiums.

If **You** have any questions about how **We** use personal information or if **You** wish to exercise any of **Your** rights or to complain if **You** feel that **Your** personal information has been mishandled, **You** can contact **Our** Data Protection Officer as follows:-

[dataprotection@firstuw.com](mailto:dataprotection@firstuw.com)

**You** also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at [www.ico.org.uk](http://www.ico.org.uk)

# Key information about fraud prevention and detection

In order to prevent and detect fraud, **We** may at any time:

- share information about **You** with other organisations including law enforcement agencies and public bodies;
- conduct searches using publicly available databases;
- undertake credit searches;
- check and share **Your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified or **We** suspect fraud, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations, including those from other countries may also access and use this information to prevent fraud and money laundering for example when:

- checking details on applications for credit and credit related to other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt and tracing beneficiaries;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

**You** can contact **Us** if **you** want to receive details of the relevant databases, registers and fraud prevention agencies that **We** use.

## Claims history

When **You** tell **Us** about an incident or claim **We** may pass information relating to it to the Claims and Underwriting Exchange Register (**CUE**), run by Insurance Database Services Ltd (**IDSL**), or another relevant database.

**We** and other insurers may search these databases when **You** apply for insurance, in the event of any incident or claim or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.