RYA Club, Training Centre and Affiliated Organisations Insurance Scheme

Policy Wording

Gallagher

Insurance | Risk Management | Consulting

RYA Club, Training Centre and Affiliated

Organisations Insurance Scheme

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A INTRODUCTION

1. Your Policy and Schedule form a legally binding contract between us, Navigators & General and you, the Insured named in the Schedule. The term "we" refers to the insurers of the Policy.

Navigators & General are part of the Zurich Insurance Group. All correspondence with us should in the first instance be directed to Arthur J. Gallagher Insurance Brokers Limited, whose address is:

Custom House, The Waterfront , Level Street, Brierley Hill, West Midlands DY5 1XH Telephone: 0800 062 2309. Email: RYA@AJG.COM

2. Navigators and General is a trading name of Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Correspondence Address: N&G - Brighton, PO Box 3707, Swindon, SN4 4AX Website: www.zurich.co.uk/navigators-and-general

Email: enquiries@navandgen.co.uk Tel: 01273863400 Fax: 01273863401

Communications may be recorded or monitored to improve our services and for security and regulatory purposes.

3. Please read these documents carefully. The cover that you have is shown in the Schedule. If the Policy and the Schedule do not provide you with the protection you want either now or at any time in the future please inform Arthur J. Gallagher Insurance Brokers Limited.

4. This contract is based upon, any information you have provided to Arthur J. Gallagher and if this information and any other information you gave to Arthur J. Gallagher contains any material untruth or is not a fair presentation of your insurance risk you should inform Arthur J. Gallagher immediately since if you do not do so the validity of the Policy may be affected. You should inform Arthur J. Gallagher immediately of any change in the information that you have passed to them and if at any time the risk of loss, damage or liability is increased.

5. You are responsible to your Broker for the payment of the Premium. We insure you under those Sections shown in the Schedule subject to the Limitations and Conditions, Conditions Precedent and other Terms of the Policy during any Period of Insurance.

6. References to the payment of Premiums includes payments by instalments. If you pay by this method, the Policy remains an annual contract and the date of payment and the amount of the instalments are governed by the terms of the Credit Agreement. If an instalment is not received by the due date it becomes subject to the Consumer Credit Act 1974 and regulations made thereunder or any modification or re- enactment you will be given notice giving 10 days in which to remedy the default prior to your policy being cancelled from the day when the instalment was due and the credit agreement being cancelled. If you pay the premium by instalments and you suffer a total loss we shall be entitled to deduct the balance or premium from any payment we make to you in respect of that total loss or constructive total loss.

7. We are obliged to give you certain information before you make your decision to buy this Policy or alternatively to give you a "cooling off" period of 14 days from the time you received this Policy. If the Policy and Schedule do not provide you with the protection you want and you do not want to continue with the insurance you may cancel the Policy within this period and we will return the full premium, providing no claims have been made.

B COMPLAINTS

1. Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

2. Who to contact in the first instance:

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you. Many complaints can be resolved within a few days of receipt.

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

3. Next steps if you are still unhappy:

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

4. You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567(free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

5. 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. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

C LAW APPLICABLE TO THE CONTRACT

1. The law applicable to this insurance contract is subject to agreement between the parties.

2. Unless a special Endorsement to the contrary has been requested by you and agreed by us, the law applying to this insurance contract will be as follows:

2.1.1 if you are applying for insurance protection as a private individual, or an unincorporated association, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you or the first named Policy Holder normally resides; or

2.1.2 if you are applying for insurance protection in your capacity as a sole trader or as a company, the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you have your principal place of business; or

2.1.3 if the above does not apply, the law of England and Wales

D DATA PROTECTION STATEMENT

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

1. If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us 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.

E CLAIMS PROCEDURES

On the happening of any event which could give rise to a claim the Insured must notify, the Insurer or the Insured's insurance intermediary, as soon as reasonably possible. Our claims department contact details are as follows:

Telephone number –

01273 863400

Email: claims@navandgen.co.uk

Post: PO Box 3707, Swindon, SN4 4AX

The Insured will need to tell the Insurer:

- The company name
- The nature and cause of the loss or damage
- Any relevant telephone numbers and/or addresses

The Insured must:

1 as soon as reasonably possible notify the Police in respect of any loss or damage by theft or attempted theft or by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons

2 as soon as reasonably possible forward to the Insurer any writ or summons issued against the Insured by a third party

3 take action to minimise the loss or damage and to avoid interruption or interference with the Business and to prevent further damage or injury

4 at their own expense and within:

4.1 seven days of loss or damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

4.2 thirty days of expiry of the Indemnity Period in respect of Sections B1, B2 and B3

4.3 thirty days of any other loss or damage interruption or interference with the Business or injury or disease supply full details of the claim in writing to the Insurer together with any evidence and information that may be reasonably required by the Insurer for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith

5 No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the Insurer.

CONDITIONS PRECEDENT

It is a Condition Precedent to our liability that:

1 You must give notice to us of any material alteration in the nature of the risk or any circumstances affecting the risk, and until we are advised of such alteration or circumstance, and shall have expressly agreed in writing to accept liability for such altered risk and the additional premium(if any) shall have been paid, we shall not be liable in respect of any claim or claims due altogether or in part to any such alteration or circumstance;

2 You must take reasonable precautions to prevent accidents and to comply with any statutory enactment or instrument, bye-law or other local regulation, and shall maintain all buildings, furnishings, ways, works, machinery and plant in sound condition;

3 We may pay to you the maximum sum payable hereunder (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and we shall thereafter be under no further liability except for the payment of costs and expenses (whether recovered from you by any claimant or incurred with the our written consent) incurred prior to the date of such payment of such maximum sum or such lesser sum as the case may be and for which we may be responsible.

24 HOUR EMERGENCY CLAIMS HELPLINE

To assist you in respect of any events that may give rise to a claim under this Policy which occur outside of our normal business hours, you should make contact with the Navigators & General Emergency Claims Team on telephone number: 0141 229 7500

F GENERAL DEFINITIONS APPLYING TO ALL SECTIONS OF THIS POLICY

AGENT	Any individual, organisation or company acting on behalf of or undertaking duties for you.
BUILDINGS	Means a structure covered by a roof. The term "building" includes annexes and other incidental outside buildings and conveyors, pipes and wires for the conducting of water, sound, light and electricity, fixed water and oil tanks and other similar equipment, glass, walls, gates and fences together with landlord's fixtures and fittings.
THE BUSINESS	Activities directly connected with The Business, as described in your completed proposal form and/or subsequent declarations and specified in the Schedule including ownership, use, repair, maintenance and decoration of the premises and repair or maintenance of equipment or plant owned and used by you.
CONDITION PRECEDENT	A condition of the Policy with which you must comply if we are to be liable in respect of the claim by you for loss, damage or liability caused by an Insured Peril.
DAMAGE	Accidental loss, destruction or damage
EMPLOYEE	Employee includes: 1. Any person under a contract of service or apprenticeship with you; 2. Any person borrowed by or hired to you; 3. Any labour master or person supplied by him; 4. A labour only sub-contractor or any person supplied by him; 5. Any self-employed person working for you and under your direction and control; 6. Any person engaged by you under a work experience or youth training scheme; 7. Any Volunteer; while working for you in connection with the Business.
ENDORSEMENT	An alteration in writing to the terms of the Policy.
EXCESS	The amount noted on the Schedule for each Section to be deducted from each claim arising under that Section.
GEOGRAPHICAL LIMITS	Means Great Britain, (including Northern Ireland), the Isle of Man or the Channel Islands

INSURERS	Navigators and General is a trading name of Zurich Insurance Company Ltd
INSURED	As stated in the Schedule, including at the written request of such person any committee member, member for the time being, officers, directors, trustees, employees, first aid and safety & rescue services working on behalf of the named Insured in the Schedule
INSURED PERIL	Those risks which are a direct cause of: (1) Loss or damage to the Property; or (2) Liability; for which we insure you.
ITEM	An individual piece of property for which we insure you.
INJURY	Bodily injury to the person including death, illness, disease or nervous shock.
PERIOD OF INSURANCE	The period shown in the Schedule and any further period agreed by us in writing; each such period being a Period of Insurance.
PREMISES	Buildings, outbuildings, yards, slipways, piers, quays, docks, gangways, pontoons, moorings, driveways, paths, walls, fences and gates at the address shown in the Schedule and the land belonging to it.
SCHEDULE	The document which specifies details of you, the premises and property insured and any Excess(es), Endorsements and special provisions applying to the policy.
SUM INSURED	The amount shown on the Schedule for an Item or Section which is (together with any adjustments for index linking where applicable) the maximum amount we will pay you for all claims arising out of one Insured Peril for that Item or Section or in respect of liability and where the Policy names or there is more than one Insured the maximum amount that we will pay you in the aggregate less the Excess.
UNOCCUPIED	Premises in which you do not nor intend to have authorised persons for a period exceeding forty five (45) consecutive days
VOLUNTEER	Shall mean a person whether or not a member of the named Insured who is performing work in or for The Business and for which such person receives no benefit in money or monies worth other than normal travelling expenses directly or indirectly from The Insured or any third party for the performance of the work.

G GENERAL POLICY CONDITIONS

1. IDENTIFICATION

The Policy, Schedule and Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy, Schedule or Sections shall bear the same meaning wherever it may appear.

2. DUTY OF DISCLOSURE

Fair presentation of the risk

2.1 At inception and renewal of this policy and also whenever changes are made to it at the Insured's request the Insured must:

2.1.1 disclose to the Insurer all material facts in a clear and accessible manner; and

2.1.2 not misrepresent any material facts.

2.2 If the Insured does not comply with clause a) of this condition the Insurer may:

2.2.1 avoid this policy which means that the Insurer will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the Insured is proven by the Insurer to be deliberate or reckless in which case the Insurer will not return the premium paid by the Insured; and

2.2.2 recover from the Insured any amount the Insurer has already paid for any claims including costs or expenses the Insurer has incurred.

2.3 If the Insured does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what the Insurer would have done if the Insurer had known about the facts which the Insured failed to disclose or misrepresented:

2.3.1 if the Insurer would not have provided the Insured with any cover the Insurer will have the option to:

2.3.1.1 avoid the policy which means that the Insurer will treat it as if it had never existed and repay the premium paid; and

2.3.1.2 recover from the Insured any amount the Insurer has already paid for any claims including costs or expenses the Insurer has incurred

2.3.2 if the Insurer would have applied different terms to the cover the Insurer will have the option to treat this policy as if those different terms apply. The Insurer may recover any payments made by the Insurer on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied

2.3.3 if the Insurer would have charged the Insured a higher premium for providing the cover the Insurer will charge the Insured the additional premium which the Insured must pay in full.

2.4 Where this policy provides cover for any person other than the Insured and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the Insurer will not invoke the remedies which might otherwise have been available to the Insurer under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the Insured. Provided always that if the person concerned or the Insured acting on their behalf makes a careless misrepresentation of fact the Insurer may invoke the remedies available to the Insurer under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

3. FRAUD

Any fraud, misrepresentation, exaggeration or concealment in the making of a claim or otherwise shall render this insurance policy void and all claims hereunder shall be forfeited.

4. AVERAGE

Except for Sections 5 and 11 of the Policy (which are insured on an Agreed Value basis) if there is a partial loss and the Sum Insured is less than a full reinstatement or replacement value we will reduce our payment by the amount directly proportional to the amount of under-insurance.

5. CONTRIBUTION

In the event of any loss or destruction or damage or liability covered by this Policy there shall be in existence any other insurance of any nature providing you indemnity for such loss or destruction or damage or liability whether effected by you or not then our liability shall be limited to its rateable proportion thereof.

6. CANCELLATION

6.1 This insurance may be cancelled completely or in part by you at any time upon 7 days written notice and with surrender of any applicable Employers Liability Certificate.

6.2 This Policy may be cancelled by us at any time where there is a valid reason for doing so by 14 days written notice (except in respect of direct debit default when the period shall be 10 days) setting out the reason for cancellation sent by pre-paid post to the address shown in the Schedule or by mutual agreement. If we cancel we will set out the reason for cancellation in our notice. Valid reasons may include but are not limited to:

6.2.1 Where we have been unable to collect a premium payment or Excess. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received and giving you 10 days' notice of a final date for payment. This letter will also notify you that if payment is not received by this date your Policy will be cancelled from the day when the instalment or Excess was due. If payment is not received by that date we will cancel your Policy with immediate effect or from the date when the instalment was due whichever is the earlier and notify you in writing that such cancellation has taken place;

6.2.2 Where you are required in accordance with the terms of this Policy to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend your interests. In this case we may issue a cancellation notice and we will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the 14 days cancellation notice period;

6.2.3 Where there is a material failure by you to comply with the Conditions Precedent and Limitations contained in the Policy or within any of the applicable Endorsements or you act with wilful misconduct in the use or ownership of any Vessel or property;

6.2.4 Where we reasonably suspect fraud; or

6.2.5 Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

6.3 If we do cancel your policy, we will return to you a proportion of the premium paid in respect of the unexpired Period of Insurance less a cancellation fee of £25 to take into account our costs in providing your policy.

6.4 If we cancel your policy because we have been unable to collect the premium by direct debit instalments, we will charge the cancellation fee of £25 to take account of our costs in providing your policy and for recovering any premium owed to us for the period of cover.

6.5 We will provide a 'pro-rata' refund of premium in respect of the unexpired period of this policy, provided that there have been:

6.5.1 No claims made under the Policy for which we have made a payment; and

6.5.2 No claims made under the Policy which are still under consideration; and

6.5.3 No incidents likely to give rise to a claim but are yet to be reported to us during the period of the insurance; and

6.5.4 In the event the Policy is cancelled by you we shall make a standard charge for such cancellation of £25 which we may deduct from any refund.

6.6 If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

7. ASSIGNMENT

Any assignment or transfer of this insurance or any claim or benefit under it shall not be valid except with our prior written consent.

8. SANCTIONS

Notwithstanding any other terms under this agreement, we shall not be deemed to provide coverage and will not make any payments or provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit, and/or any business or activity of you would violate any applicable trade or economic sanctions law or regulation.

9. EMPLOYERS LIABILITY TRACING OFFICE (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

10. GDPR

The Insurer will indemnify the Insured against liability at law incurred by the Insured under Section 13 of the Data Protection Act 1998 in connection with personal data as defined in the said Act held by the Insured. Provided always that the Insurer shall not be liable for:

a) the payment of fines and penalties
b) the cost of replacing, reinstating, rectifying or erasing any personal data.

H GENERAL POLICY EXCLUSIONS

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:

1. WAR

1.1 War, invasion, act of foreign enemy, hostilities or a warlike operation or 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;

1.2 nationalisation, confiscation, requisition, seizure, or destruction by the Government or any public authority

1.3 any action taken in controlling, preventing or suppressing or in any way relating to (1) or (2) above.

Provided 1.1, 1.2 or 1.3 above shall not apply to:

- Employer's Liability;

and 1.2 shall not apply to:

- Public and/or Products Liability;
- Personal Accident;

When insured by this policy

2. TERRORISM

2.1 Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

i) involves violence against one or more persons

ii) involves damage to property

iii) endangers life other than that of the person committing the action

iv) creates a risk to health or safety of the public or a section of the public

v) is designed to interfere with or to disrupt an electronic system

b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or

preparation in respect of action or threat of action described in a) above.

2.2 Terrorism Limitation Clause

The limit of liability payable under this Section in respect of any claim against or by the Insured or series of claims against or by the Insured arising directly or indirectly from terrorism shall be £5,000,000.

2.3 For the purposes of this Provision 'Terrorism' means:

a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

i) involves violence against one or more persons

ii) involves damage to property

iii) endangers life other than that of the person committing the action

iv) creates a risk to health or safety of the public or a section of the public

v) is designed to interfere with or to disrupt an electronic system

b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

2.4 In any action or suit or other proceedings where the Insurer alleges that by reason of this Exclusion cover is not provided under this Policy the burden of proving that cover is provided under this Policy will be upon the Insured.

3. RADIOACTIVE CONTAMINATION EXCLUSION

Physical loss or damage, loss or expense, consequential loss or any legal liability, directly or indirectly caused by or contributed to by or arising from:

3.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

3.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

3.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

3.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

3.5 any chemical, biological, biochemical or electromagnetic weapon;

3.6 the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

This clause is paramount and shall override anything contained in the insurance inconsistent herewith.

4. SONIC BANGS

Physical loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5. COMPUTERS

Any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, directly or indirectly, the use or operation of any computer, computer system, computer software, programme or process or any electronic system where such loss, damage, expense or liability arises, whether directly or indirectly or as a consequence of a change of date or any change or modification of or to any such computer system, computer software, programme or process of any electronic system in relation to any such date change.

I CONDITIONS PRECEDENT

IF THE SCHEDULE(S) INCLUDE ANY OF THE FOLLOWING CONDITIONS YOUR INSURANCE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY AND OF THE CONDITIONS PRECEDENT

1. FLAMMABLE LIQUIDS AND LIQUID PETROLEUM GASES REGULATIONS

It is a Condition Precedent to our liability that you will comply with the Highly Flammable Liquids and Liquid Petroleum Gases Regulations 1972 or any amendment, modification or re-enactment of them.

2. FRYING CONDITION PRECEDENT

It is a Condition Precedent to our liability that:

2.1 the frying apparatus in the Premises is securely fixed and free from contact with all woodwork and other combustible material;

2.2. extraction ducts and flues are inspected and cleaned at least once every six months and deposits of grease or oil are not allowed to accumulate;

2.3 at least one fire extinguisher suitable for extinguishing oil and fat fires is installed in the vicinity of the deep fat frying in a readily accessible position and will be maintained in good order in that position;

2.4 a fire blanket will be kept in the vicinity of the deep fat fryer(s) in a readily accessible position to that person attending the deep fat fryer;

3. FIRE ALARMS (AUTOMATIC) CONDITION PRECEDENT

It is a Condition Precedent to our liability that:

3.1 the automatic fire alarms are in accordance with the details lodged with us and are and will remain on the Premises;

3.2 you will make a test at least once a week for the purposes of ascertaining the condition of batteries and the fire brigade connections and immediately replace any connection or battery found to be defective;

3.3 you will make a test every week for the purposes of ascertaining the condition of detector circuits;

3.4 you will obtain a report from the maintenance engineers agreed by us in the Schedule at least every six months as to the condition as to the alarm system and will remedy immediately any defect revealed;

3.5 you will file any report received and will provide a copy to us on request.

3.6 you will send immediate notice to the maintenance engineers specified in the Schedule of any serious disablement, disconnection or temporary disuse from any cause of the installation(s) except during actual testing and will file a copy of such notice together with a memorandum of the duration of the time the installation was inoperative and provide us with a copy when requested;

3.7 you will immediately notify us of the removal of any automatic fire alarm installation.

4. FIRE EXTINGUISHING APPLICANCE CONDITION PRECEDENT

It is a Condition Precedent to our liability that:

4.1 the fire extinguishing appliances in accordance with the details lodged with us are and will remain on the Premises;

4.2 you will have and maintain a contract for the fire extinguishing appliances to be professionally inspected at least once every 12 months and you will maintain the fire extinguishing appliances in accordance with the recommendation of those inspecting;

4.3 you will promptly remedy any defect or replace any defective fire extinguishing appliances whether such defect is disclosed by the inspections or otherwise.

5. FIRE EXTINGUISHING APPLIANCE - 12 MONTHLY MAINTENANCE

It is a Condition Precedent to our liability that that all fire extinguishing appliances situate at the Premises shall be professionally inspected and maintained annually.

6. SPRINKLER INSTALLATION(S) CONDITION PRECEDENT

It is a Condition Precedent to our liability that you will:

6.1 maintain the automatic sprinkler installation(s) in proper working and efficient order;

6.2 make a test every week for the purposes of ascertaining that the alarm audible system is in working and efficient order and that the stop valves controlling the water supplies and the installation(s) are fully open;

6.3 make quarterly or half yearly tests if and as required by us for the purposes of ascertaining that each water supply is in good and efficient working order;

6.4 record the particulars of each test undertaken by you and provide copies of the record to us on request;

6.5 promptly remedy any defect to the system whether discovered by such test or otherwise;

6.6 give to us prompt notice should the water supplies be turned off or any sprinkler installation be inoperative from any cause:

7. FIREPROOF DOORS AND SHUTTERS CONDITION PRECEDENT

It is a Condition Precedent to our liability that all fire break doors and shutters

7.1 will be kept closed except during working hours: and

7.2 will be maintained in efficient working order.

8. STILLAGE CONDITION PRECEDENT

It is our Condition Precedent to our liability that all stock, materials in trade and work in progress is and will be kept at least 15 centimetres above the floor level

9. TENANT CONDITION PRECEDENT

It is a Condition Precedent to our liability that you will give us prompt notice:

9.1 when any untenanted Premises or portion of any Premises insured is again tenanted; or

9.2 of any change of any tenant in any tenanted part of the Premises; or

9.3 if any part of the Premises become vacant;

and in all cases will pay any additional premium required by us

10. WASTE AND CLOTH CONDITION PRECEDENT

It is a Condition Precedent to our liability that:

10.1 all oily and/or dirty waste and/or oily and/or greasy cloths will be kept outside of working hours in metal receptacles which have metal lids which shall be closed; and

10.2 any other trade refuse will be collected or swept up and bagged daily and removed from the Premises at least weekly and not allowed to accumulate

11. WASTE RECEPTACLE REMOVAL CONDITION PRECEDENT

It is a Condition Precedent to our liability that the receptacles mentioned in Condition Precedent 10 shall be placed outside any building outside of working hours.

12. INTRUDER ALARM CONDITION PRECEDENT

It is a Condition Precedent to our liability that:

12.1 whenever the Premises are closed for business or left unattended an intruder alarm will be fully operational, properly maintained and fully set to protect them;

12.2 you will keep in force a maintenance contract for the Intruder Alarm with a maintenance company agreed by us;

12.3 you will obtain our permission before entering into a maintenance contract with another company;

12.4 you will not alter the intruder alarm without first obtaining our permission;

12.5 if any defect in the intruder alarm is discovered or the Police withdraw their services you will;

12.5.1 immediately notify us when we will have the option of immediately cancelling Section 1 and 2 of the Policy; and

12.5.2 not leave the Premises unattended without our prior consent; and

12.5.3 put into effect the additional temporary safeguards that we require; and

12.5.4 give immediate instructions to the maintenance company to carry out the necessary repairs.

13. ELECTRICAL CIRCUIT CONDITION PRECEDENT

13.1 It is a Condition Precedent to our liability that:

13.1.1 all electrical circuits will be tested within 30 days of the commencement of this Condition Precedent; or

13.1.2 you have an existing certificate of a test carried out not more than 5 years prior to the commencement of the Condition Precedent; and

13.1.3 all electrical circuits will be tested at least once every 5 years from the date of the last test by a properly qualified electrical engineer; and

13.2 any defects found during such testing will be remedied or any recommendations made will be carried out immediately in accordance with the requirements and regulations of the Institute of Electrical Engineers; and

13.3 you will have obtained a certificate confirming the appropriate works have been undertaken; and

13.4 you will make such certificate available to us on our request.

14 MAINS SERVICES CONDITION PRECEDENT

It is a Condition Precedent to our liability that all mains services shall be disconnected at the mains when the Premises are unoccupied

15 WEEKLY INSPECTION CONDITION PRECEDENT

It is a Condition Precedent to our liability that the Premises will be inspected at least once every week by you or your appointed representative and you will remedy immediately any defect found.

16 DAILY INSPECTION CONDITION PRECEDENT

It is a Condition Precedent to our liability that during any period that the Premises or Building(s) are unoccupied you will inspect or cause them to be inspected at least daily and will remedy immediately any defect found.

17 CASH REGISTERS CONDITION PRECEDENT

It is a Condition Precedent to our liability that all cash registers are empty and open whenever the Premises are closed to business.

Only applicable if stated as 'Insured' in the Policy Schedule:

SECTION 1 – PROPERTY ALL RISKS INSURANCE

DEFINITIONS – for this section

only All Other Contents includes:

(a) documents, deeds, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up but not for the value of the information contained;

(b) patterns, models, moulds, plans and designs;

(c) computer systems' records but only for the value of the materials together with cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value of the information contained for a Sum Insured not exceeding £10,000;

(d) directors', employees', visitors', customers' and members' personal effects but not exceeding an amount of £250 for each person or such greater sum as we may agree in writing .

Beers, Wines, Spirits & Tobacco

Stock of Beers, Wines, Spirits and Tobacco in and on your Premises being your property or held by you in trust for which you are responsible.

Consumable Goods

Includes food, non-alcoholic beverages and merchandise

Fixtures, Fittings

1 Furniture;

2. Fixtures and Fittings on your Premises excluding landlords fixtures and fittings, Stock and materials in trade;

General Stock

Stock of Consumable Goods in and on your Premises being your property or held by you in trust for which you are responsible.

1. COVER

Subject to the Conditions Precedent, limitations, terms and exclusions of the Policy we cover you for:

1.1 Physical loss or damage occurring to the items specified in the Schedule during the Period of Insurance and within the Geographical Limits including by theft and loss or damage to members' personal effects whilst on your Premises and during your activities but in respect of member's personal effects not exceeding an amount of £250 per member or such greater sum as we may agree in writing

2. EXCLUSIONS

This Section does not cover:

2.1 Loss or damage caused by or arising from:

2.1.1 vermin, insects, inherent vice, latent defect, wear tear or gradual deterioration, contamination, rust, wet or dry rot, mould, dampness of the atmosphere, normal settling or shrinkage in buildings or foundations, but this exclusion shall not apply to loss or damage caused by sprinkler leakage;

2.1.2 dishonesty on your part or that of your Employees or others to whom the property may be entrusted or delivered;

2.1.3 inventory or stocktaking shortage or unexplained disappearance or discrepancy;

2.1.4 mechanical or electrical breakdown, derangement or resultant damage;

2.2 Loss or damage to:

2.2.1 Computer systems' records, except as may be insured as included within "All Other Contents";

2.2.2 Any property more specifically insured by or on your behalf;

2.2.3 ships, boats or vessels;

2.3 In respect of moveable property, loss or damage caused by or arising from:

2.3.1 processing, renovating, repairing or faulty workmanship unless fire or explosion ensues;

2.3.2 theft or exposure to weather conditions where such property is left in the open or not contained in locked Buildings, unless specifically stated otherwise in the Schedule;

2.4 Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

2.4.1 pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked- out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, bursting over-flowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal

2.4.2 any of the perils listed in the exclusion 2.4.1 above which itself results from pollution or contamination

2.5 loss or destruction or damage attributable solely to change in the water table level.

2.6 Loss or damage occurring while the buildings insured or containing insured property is, to the knowledge of the Insured, vacant or Unoccupied.

2.7 Loss of use or consequential loss, except loss of rent when such loss is insured under this Section.

2.8 Communicable Disease - The indemnity granted by this section shall not apply to 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 the following:

a) a communicable disease; or
b) the fear or threat (whether actual or perceived) of a communicable disease

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

For the purposes of this exclusion, ‘communicable disease’ means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

i) 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; and
ii) 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; and
iii) 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.

This exclusion does not however apply in respect of and only to the extent of cover expressly stated as being provided to;

- Legionellosis and Named Diseases per Section 2. Business Interruption - Clause 6. Infectious Diseases
- Murder, Suicide or Rape.

3. SUM INSURED

We shall not be liable for more than the Sum Insured stated in the Schedule in respect of, each loss or series of losses arising out of one event at each location or any smaller Sum Insured as stated in the Schedule for certain items.

A. BASIS OF CLAIM SETTLEMENT - REINSTATEMENT

Unless otherwise stated in the Schedule, in the event of damage the basis upon which we will calculate the amount we will pay for any claim will be the reinstatement of the property insured lost, destroyed or damaged, subject to the following conditions:

1. If property insured as described in the Schedule, is lost or destroyed we will pay for its rebuilding or replacement by similar property in a condition as good as, but no better nor more extensive than its condition when new.

   If such property insured is damaged, we will pay for replacement or repair of the damaged portion to a condition as good as, but no better nor more extensive than, its condition when new but however we will not pay more than we would have done if the property had been completely destroyed.

2. The property insured may be replaced on another site and in a manner suitable to your needs but this must not increase our liability.

3. All work must begin and be carried out as quickly as possible.

4. If at the time of rebuilding or replacement 85% or less of the cost which would have been required to replace the whole of the property insured under that Item is greater than the Sum Insured at the time the damage occurred you will be liable to pay a proportion of the loss.

5. We will not pay under this Clause:

   (a) Until you have incurred the cost of replacing or repairing the property insured
   (b) If you or someone acting on your behalf has insured the property under another policy which does not have a similar basis of reinstatement
   (c) If you do not comply with any of the terms of this Clause

The provisions of this Clause shall not apply to:

(i) General stock, Consumable Goods , materials in trade, work in progress, pedal cycles or personal effects;
(ii) mechanically propelled plant/vehicles;
(iii) supplementary clauses C, D, E and F of this Section

6 For the purposes of this clause and for applying average value shall be taken as the cost which would have been required to replace the whole of the property insured under that Item and if a Building or if required including the cost of compliance with Building Regulation Control under any Act of Parliament, Bye-Laws of any Public Authority or Other rule or regulation

B. EUROPEAN UNION & PUBLIC AUTHORITIES

1. Following damage to any insured Building, we agree to pay the additional cost of reinstating the Building necessary to comply with any:

   (a) Act of Parliament;

   (b) Bye-Laws of any Public Authority;

   (c) Other rule or regulation

2. We will not indemnify you in respect of;

(i) Costs incurred;

(a) In respect of damage not insured by this section;

(b) Where any notice requires you to undertake work was served on you before the damage occurred;

(c) Where an existing requirement must be completed within a stipulated period;

(d) In respect of any property or parts of the Building, other than foundations (unless foundations are specifically excluded) which have not suffered damage;

(ii) Any charge or assessment arising from capital appreciation following compliance with legislation.

If our liability under this Supplementary Clause is reduced by the application of any terms or conditions of the Policy, our liability under this Clause will be similarly reduced. The maximum we will pay under this clause in respect of any one Item is the Sum Insured for that Item.

C. ARCHITECTS 'SURVEYORS' CONSULTING ENGINEERS' AND OTHER LEGAL FEES

We will pay for architects; surveyors; consulting engineers' legal and other fees necessarily incurred by you in the reinstatement of the Item following upon insured destruction damage or loss (but not any fees for the preparation of a claim or estimate of loss).

We will not pay under this Supplementary Clause more than the total Sum Insured on the Item lost or damaged.

D. DEBRIS REMOVAL

1. We shall pay for costs and expenses necessarily and reasonably incurred by you with our consent in:

   (a) removing the debris of;

   (b) dismantling and/or demolishing;

   (c) shoring up or propping;

   the portion or portions of the Item following loss, insured destruction or damage.

   We will not pay under this Supplementary Clause more than the Sum Insured on the Item lost or damaged.

2. We will not pay for any costs or expenses:

   (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;

   (ii) arising from pollution or contamination of property not insured by this Section.

E. DAMAGE TO BUILDINGS

We also cover damage to Buildings for which you are responsible, caused by or during theft or attempted theft of any Item insured by us (whether or not we insure the Buildings) if the Buildings are not insured by you or on your behalf by another insurer.
We will not pay under this Supplementary Clause more than the Sum Insured

F. AUTOMATIC REINSTATEMENT OF SUM INSURED

Where we pay a claim on an Item, the Sum Insured will not be reduced and, if required by us, you will pay an appropriate premium on the amount of the claim that we pay you from the date of the claim to the end of the Period of Insurance.

G. DESIGNATION

For the purposes of determining where necessary the Item under which any property is insured it is agreed to accept the designation under which such property has been entered in your books.

H. CAPITAL ADDITIONS

We will indemnify you in respect of loss, destruction or damage to:

1) Newly built and/or newly acquired Buildings, Machinery & Plant and/or fixtures and fittings;

2) Alterations, additions and improvements to Buildings, Machinery & Plant and/or fixtures and fittings, but not in respect of any appreciation value

Situated anywhere in the Geographical Limits.

The maximum we will pay in respect of any one location under this clause is:

(a) 10% of the total Buildings and fixtures and fittings Sum Insured by this

Section; or (b) £500,000;

whichever is the lesser.

You must provide us with details of these additions as soon as possible, but in any event within six months and specifically insure such extensions with us, from the date of acquisition or our acquiring risk which ever be the earlier.

I. TEMPORARY REMOVAL

1. We will indemnify you in respect of damage to Items insured under this Section while temporarily removed to anywhere within the Geographical Limits.

The maximum we will pay in respect of any one Item is:

(a) £1,000 in respect of computer system records, books, deeds, manuscripts, plans, drawings or documents;

(b) Otherwise £5,000.

2. We will not indemnify you in respect of loss or damage:

(a) caused by theft or attempted theft from any unattended vehicle unless:

(1) all doors & windows have been locked; and

(2) the vehicle is garaged in a locked building or secured in a fully enclosed yard or

compound when left overnight;

(3) To property in any soft topped, open topped or open-sided vehicle by theft, attempted theft, malicious persons or storm.

J. INTEREST

The party or parties shown in the Schedule against this Supplementary Clause has/have an interest in this insurance, the nature and extent of such interest to be disclosed in the event of a loss .

The interest of the those party or parties in the insurance shall not be prejudiced by any act or neglect by you or by the act or neglect of the occupier of any property hereby insured, whereby the risk of destruction or damage is increased without the authority or knowledge of such party or parties, provided that the party or parties shall, immediately on becoming aware of such act or neglect, notify us in writing and pay any reasonable additional premium we require

K. WORKMEN CLAUSE

Workmen (including Volunteers and club working party groups) are allowed on the Premises for the purpose of carrying out building alterations and additions, repairs and decorations

L. CHANGING LOCKS

This insurance extends to include the cost of changing locks at the Premises if the keys are lost or stolen from:

(a) the Premises; or

(b) the home of a club officer or official; or

(c) the home of any authorised employee, or

(d) following robbery or attempted robbery whilst in the custody of a club officer or official, or that of an authorised employee.

If the keys belong to a safe they must be:

1) removed from the Premises overnight;

2) kept in a secure place away from the safe when a club officer, official or authorised employee occupy the Premises.

M. LOSS OF METERED WATER

We agree to pay for charges you are responsible for if water is accidentally discharged from a metered water system providing service to the Premises up to a maximum of £10,000 for any one occurrence.

N. SEASONAL STOCKINCREASE

It is hereby noted that Sums Insured stated in the Policy Schedule in Respect of Beers, Wines & Spirits and General Stock are automatically uplifted by:

1. 25% during the months of November & December

2. 25% during the months of July & August

3. 15% immediately before and after any Public Bank Holiday Weekend

All the above Supplementary Clauses are subject to the Conditions Precedent, Limitations, terms and exclusions of the Policy.

Only applicable if stated as ‘Insured’ in the Policy Schedule:

SECTION 2 – BUSINESS INTERRUPTION

DEFINITIONS – for this section only

Annual Revenue

The Revenue during the twelve months immediately before the date of the Event to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the Event or which would have affected the business had the Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Event would have been obtained during the relative period after the Event.

Event

Means the insured event causing interruption to the Business.

Indemnity Period

The period beginning with the occurrence of the Event and ending not later than the last day of the Indemnity Period as stated in the Schedule during which the results of the business shall be affected in consequence of the Event.

Maximum Indemnity Period

The period shown in the Schedule to this Section during which you are covered for the interruption of or interference with your Business

Revenue

The money paid or payable to you in respect of subscriptions, membership fees, entrance fees, activity/training fees, mooring fees, visitors' fees, bar, refreshment and other takings but not craneage and slippage.

1. COVER

Subject to the Conditions Precedent, limitations, terms and exclusions of the Policy we cover you for financial loss resulting from partial or total interruption to your business due to loss or damage to property insured under Section 1 of the Policy, for which we have accepted liability occurring during the Period of Insurance.

Amount of Indemnity (As stated in the schedule)

Option A – Loss of Revenue the sum by which the Revenue during the Indemnity Period shall in consequence of the loss fall short of the Annual Revenue and in respect of increase in cost of working, being the additional expenditure necessarily and reasonably incurred during the Indemnity Period for the sole purpose of avoiding or diminishing loss of Revenue which but for that expenditure would have taken place during the Indemnity Period but not exceeding the amount of the reduction in Revenue thereby avoided less in both cases:

a) The cost of purchases; and

b) Any sum saved during the Indemnity Period in respect of such of charges and expenses of the Business payable out of Revenue as may cease or be reduced in consequence of the loss.

Option B – Additional Increased Cost of Working – Provided that this cover is stated as 'Insured' in the Schedule, we will pay a sum of money in excess of the amount recoverable under option A, which you may incur to maintain business during the Indemnity Period. The limit of our liability is the Sum Insured as stated in the Schedule

Option C – Rent Payable & Receivable – This insurance extends to include loss of rent during the Indemnity Period not otherwise insured which you are liable to pay or are entitled to receive in respect of any Premises or part thereof which are unfit for occupation in consequence of loss, destruction or damage insured by us and for which we have accepted liability and we shall only be liable for that loss of rent which occurs during the shorter of the Indemnity Period or such period as is reasonably necessary for reinstating such loss or damage.

Option D - Loss of Revenue (Marine). If during the Period of Insurance any of the craft named in the Schedule under Section 11 become a Total or Constructive Total Loss or are so damaged by a Peril Insured under Section 11 of this Policy we will cover you for loss of income during the period such craft are being repaired or replaced on the following terms:

(1) We shall not pay any loss of income for the first seven days following the occurrence of the loss or damage;

(2) Our maximum liability under this option anyone event shall be as stated in the Schedule;

(3) The maximum period for which we shall pay loss of income is 90 days in respect of any one vessel in respect of partial loss and 28 days for Total Loss or Constructive Total Loss;

(4) Lost income will be calculated on your scale of published fees;

(5) We shall deduct any expenses not incurred;

(6) Our payment will be limited to bookings actually received by you at the time of the occurrence of loss or damage;

(7) It is a Condition Precedent to our liability that you take all reasonable and appropriate steps to avert or minimise loss under this option

And in respect of all Options we shall be entitled to deduct any sum saved during the Indemnity period which would otherwise have been payable by you but which was not paid by you.

ADDITIONAL COVER INCLUDED IN YOUR INSURANCE

1. ALTERNATIVE TRADING

If during the Indemnity Period goods are sold, accommodation or services are provided elsewhere other than the Premises for the benefit of the business, either by you or by others on your behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Revenue during the Indemnity Period.

2. PROFESSIONAL ACCOUNTANTS CLAUSE

(a) Any particulars or details contained within your books of account or other business books or documents which may be required by us for the purpose of investigating or verifying any claim under this Section may be produced by professional accountants if at the time of the Event they are regularly acting for you and their report shall be prima facie evidence of the particulars and details to which such a report relates.

(b) We will indemnify you for reasonable charges payable by you to your professional accountants for producing any particulars or details contained in your books or documents or other such proofs, information or evidence as may be required by us and reporting such particulars or details are in accordance with your books of account or other business books or documents.

We will not pay for the costs of preparing your claim, or costs that you might incur in seeking advice from, or having your accountants negotiate a claim settlement with us.

It is agreed that the amount payable under this Additional Cover is in addition to the Sum Insured covered under this Section.

3. PAYMENTS ON ACCOUNT

Payments on account will be made to you during the Indemnity Period if you request.

4. AUTOMATIC REINSTATEMENT OF SUMS INSURED

In the event of loss or losses under this Section, we agree to reinstate the Sum Insured of the Item(s) affected to the full amount from the time of the occurrence of such loss or losses to expiry of this insurance and you will pay an appropriate additional premium on the amount of the claim that we pay you from the date of the claim to the end of the Period of Insurance.

Our liability shall never exceed the Sum Insured in respect of any one loss.

5. DENIAL OF ACCESS

Subject to the Conditions Precedent, limitations, terms and exclusions of the Policy we cover you for partial or total interruption to your business caused by damage to property within a radius of 500 metres of the Premises provided such property is neither in your ownership or occupation by any cause included under the Section 1 which hinders or prevents access to the Premises but our liability under this extension shall not exceed £25,000 or such greater sum as may be agreed between us in writing.

6. INFECTIOUS DISEASES EXCLUSION

Except as provided under clause 6.5 of this extension, the Insurer will not be liable under this policy for any loss, cost or expense of whatsoever nature directly or indirectly caused by, arising from, consisting of or in connection with:

6.1 any pathogen of any type, nature or description or any disease resulting therefrom, including but not limited to the fear or threat thereof and/or any response of any statutory or other competent local or national authority thereto; or

6.2 any other actions of any statutory or other competent local or national authority in response to any circumstance not occasioned by Damage.

This exclusion shall not apply to such action taken in respect of:

6.2.1 the discovery of vermin or pests; or

6.2.2 any accident causing defects in the drains or other sanitary arrangements; or

6.2.3 any occurrence of murder, suicide or rape; or

6.2.4 the provision of food or drink at the Premises and/or from the Premises in respect of 1. b) iv) only provided the circumstances described in 1. b) i) to iv) are insured elsewhere in the policy.

Other than as permitted by clauses 6.2 (6.2.1 – 6.2.4) this policy shall exclude all cover as described above howsoever provided including but not limited to cover or programme extensions, additional covers or exceptions to exclusions.

This endorsement supersedes and takes precedence over any provision in this policy or other supporting material to the contrary

6.3 The cover

The insurance by this Section extends to include loss during the Indemnity Period resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of:

6.3.1 any occurrence of a Named Disease at the Premises; or

6.3.2 any discovery of an organism at the Premises likely to result in the occurrence of a Named Disease

which causes restrictions on the use of the Premises on the order or advice of a statutory or other competent local or national authority; and

6.4 the order or advice of a statutory or other competent local or national authority following a danger or disturbance at the Premises not occasioned by Damage whereby access thereto shall be prevented but excluding:

6.4.1 any order or advice in response to any pathogen or disease; and

6.4.2 the circumstances described under 6.2 (6.2.1 – 6.2.4) of this endorsement.

6.4.3 The Insurer’s liability under this endorsement shall not exceed:

£25,000 in respect of clause 6.2.1 and 6.2.2

in any one Period of Insurance after the application of all other terms and conditions of the policy.

In respect of this cover extension the maximum Indemnity Period is three months

6.5 Definitions for the purpose of this endorsement

6.5.1 Named Disease means illness sustained by any person resulting from:

6.5.1.1 food or drink poisoning; or

6.5.1.2 one of the following specified human infectious or human contagious diseases:

- Acute encephalitis
- Leptospirosis
- Rubella

- Acute poliomyelitis
- Malaria
- Scarlet fever
- Bubonic plague
- Measles
- Smallpox
- Meningitis
- Tetanus
- Cholera
- Meningococcal infection
- Tuberculosis
- Diphtheria
- Mumps
- Typhoid fever
- Dysentery
- Ophthalmia neonatorum
- Viral hepatitis
- Legionellosis
- Paratyphoid fever
- Viral haemorrhagic
- Legionnaires disease
- Rabies
- Whooping cough
- Leprosy
- Relapsing fever
- Yellow fever

an outbreak of which the competent local or national authority has stipulated shall be notified to them.

6.5.2 Indemnity Period means the period during which the results of the Business shall be affected in consequence of the order or advice, beginning with the date from which restrictions on the Premises are applied and for a maximum period of 3 months

6.5.3 Premises means only those locations stated in the Premises definition. If the policy includes an extension, which deems loss, destruction or damage at other locations to be an Incident such extensions shall not apply to this extension.

6.6 Exclusions

The Insurer shall not be liable under this extension for any:

6.6.1 costs incurred in the cleaning, repair, replacement, recall or checking of property, or

6.6.2 loss arising other than at those Premises which are directly affected by the occurrence, discovery or accident.

7. LOSS OF ATTRACTION

Subject to the Conditions Precedent, limitations, terms and exclusions of the Policy we cover you for partial or total interruption to your business caused by damage to property within a radius of 500 metres of the Premises by any cause insured under Section 1 which directly causes a loss of custom to the business provided our liability under this extension shall not exceed £25,000 in any one period of insurance or such greater sum as may be agreed between us in writing.

8. PUBLIC UTILITIES EXTENSION

Subject to the terms, limitations and conditions of the Policy we cover you for partial or total interruption to your Business caused by accidental failure of public supplies of electricity, gas or water but only up to the terminal ends of the public supply undertaking's feed to the premises.

We will not indemnify you in respect of:

(a) Accidental failure which lasts less than one Hour;

(b) The deliberate act of any supply authority;

(c) The exercise of a right by any supply authority power to withdraw or restrict supply;

(d) Industrial action;

(e) Drought.

Provided that our liability under this extension shall not exceed £ 25,000 or such greater sum as may be agreed between us in writing.

Only applicable if stated as 'Insured' in the Policy Schedule:

SECTION 3 – LOSS OF LICENCE INSURANCE

DEFINITIONS – for this section only

Annual Revenue

The Revenue during the twelve months immediately before the date of the Event to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the Event or which would have affected the business had the Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Event would have been obtained during the relative period after the Event.

Event

The loss of Licence.

Indemnity Period

The period beginning with the Event and ending not later than the last day of the Indemnity Period during which the results of the Business shall be affected in consequence of the Event. If the Premises are disposed of within the Indemnity Period after the Event, the Indemnity Period shall terminate either:

(a) upon disposal; or

(b) 12 months after the Event whichever is the later.

Licence

Means a Licence for the sale of alcohol under the Licencing Act 2003 or any statutory modification or re-enactment.

Revenue

The money paid or payable to you in respect of bar and refreshment and other takings lost less the cost of relative purchases and for these purposes subscriptions, membership fees, entrance fees, visitors fees lost shall be considered as Revenue.

1. COVER

1.1 Subject to the Conditions Precedent, limitations and other terms of the Policy we cover you for loss of bar and/or catering revenue resulting from partial or total interruption to your business due to an Event occurring during the Period of Insurance. We will also pay costs and expenses incurred by you with our written consent.

1.2 Our liability shall not exceed the Sum Insured.

2. EXCLUSIONS

We do not cover forfeiture or refusal of renewal of your Licence if:

2.1 you are entitled to receive compensation under any Act of Parliament in respect of the refusal to renew the Licence;

2.2 the forfeiture or refusal is occasioned wholly or partly by or through:

2.2.1 misconduct, procurement, connivance, neglect or omission; or

2.2.2 failure to take any step necessary for keeping the Licence in force,

by you or by any person for whom you are responsible or by a responsible person under the Licence;

2.3 the Premises are required for any public reason or if surrender or refusal to renew or forfeiture arises directly or indirectly from any scheme of town or country planning, improvement or re-development;

2.4 there is any alteration of the law affecting the grant, surrender, refusal to renew or forfeiture of Licence;

2.5 you make any alterations to the Premises which require the consent of the Licensing Justices or other necessary authority without first obtaining approval

2.6 the Premises:

2.6.1 are closed for any period not required by Law; or

2.6.2 are not maintained in a satisfactory state of repair and sanitary condition; or

2.6.3 any direction or requirement of the Licensing Justices or other authority is not complied with,

Unless you prove to our reasonable satisfaction that such matter was beyond your power or control.

3. AMOUNT PAYABLE

3.1 In respect of loss of Revenue the sum by which the Revenue during the Indemnity Period shall in consequence of the Event fall short of the Annual Revenue

3.2 If you suffer forfeiture or are refused renewal of your Licence we will pay to you:

3.2.1 the depreciation in value of your interest in the Premises by such forfeiture, or refusal to renew; and

3.2.2 those costs and expenses incurred by you with our written consent in connection with an appeal against forfeiture or refusal to renew.

3.3 The limit of our liability will not exceed the Sum Insured by this Section less the Excess.

3.4 We shall be entitled to deduct from any payment any sum saved during the Indemnity Period in respect of the charges and expenses of the business payable out of Revenue as may cease or be reduced in consequence of the Event.

4. CONDITIONS PRECEDENT

4.1 It is a Condition Precedent to our liability that if you become aware of any:

4.1.1 complaint against the Premises or its control;

4.1.2 proceedings against or conviction of the Licence holder, manager, tenant or occupier of the Premises for any breach of the licensing legislation or any matter at all by which the character or the reputation of the person concerned is affected or called into question with respect to their honesty, moral standing or sobriety;

4.1.3 change in tenancy or management of the Premises;

4.1.4 transfer or proposed transfer of the Licence;

4.1.5 alteration in the purpose for which the Premises are used;

4.1.6 objection to renewal or other circumstances which may endanger the Licence or its renewal;

you will give to us as soon as possible written notice and supply such additional information and give such assistance as we may reasonably require.

4.2 You shall give written notice to us within seven days of the forfeiture or withdrawal of or suspension or refusal to renew or transfer any Licence or of any event likely to prejudice the Licence coming to your knowledge stating (as far as the you are able) the grounds on which any order was made or the particulars of such Event and we shall be entitled to appeal in your name against any such refusal to renew or transfer or forfeiture or withdrawal or suspension and shall have full discretion in the conduct of any proceedings. You shall give all such assistance as we may require.

4.3 You shall give written notice to us within 48 hours of receiving information whether oral or written that:

4.3.1 any notice, caution or complaint has been given or made against the Premises or the tenant, manager, occupier or Licence holder or servant or that such person has been summoned or charged with or convicted of or committed for trial for any breach of the licensing law or any matter whatsoever reflecting on the honesty, moral stability or sobriety of the person concerned;

4.3.2 an application for renewal or transfer is to be opposed or that its consideration is adjourned or the Licence holder is required to give any undertaking or structural alterations are required.

4.4 As soon as practicable after the forfeiture, withdrawal, suspension or non-renewal of or refusal to transfer a Licence you shall deliver to us a detailed statement of the loss with all such proofs and information as we may reasonably require together with (if required) a statutory declaration of the truth and accuracy of such statement. You shall permit us to take proceedings at our own expense and for our own benefit but in your name to recover compensation or secure indemnity from any party in respect of anything covered by this Policy.

4.5 No alteration to the Premises shall be made without the sanction of the licensing and other competent authorities and no offer shall be made to surrender or discontinue any Licence without our written consent.

4.6 You shall exercise against the tenant, manager or occupier of any Premises and the Licence holder al rights, powers and privileges which you may be entitled to exercise to protect any Licence against loss or to protect your interest. You shall make all such applications for a protection order and generally do all such acts or things which you may be entitled to do under the provisions of the appropriate legislation governing such Licences or otherwise to prevent the loss of any Licence by non-renewal forfeiture withdrawal suspension or refusal to transfer. In the event of the death, bankruptcy or incapacity of any tenant, manager, occupier or Licence holder or if any such person shall abscond you shall produce a suitable person to replace him and forthwith make application for the transfer of the Licence or grant of the Licence by way of renewal to such other person.

4.7 In the event of the Licence holder absconding or misconducting himself in a manner likely to endanger the Licence you shall promptly give written notice to us and do everything in your power to have the Licence transferred to a suitable and responsible person approved by us. In the event of the Licence holder becoming by any sickness or other infirmity personally unfit to hold the Licence you shall immediately use your best endeavours to obtain a transfer or transfers to a suitable and responsible person approved by us and upon the death of the Licence holder his executors or other legal representatives shall immediately apply for a transfer of the Licence to one of their number who shall make all alterations and repairs to the Premises desired by the licensing authority. You shall be bound to take all reasonable and necessary steps to ensure that the foregoing provisions are given effect.

4.8 We shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against us to any person other than you except a transferee approved by us which approval shall not be unreasonably withheld.

4.9 You shall use due diligence to maintain the Premises in good sanitary and general repair and to comply with the directions or requirements of the Licensing Authority and do and concur in doing all things reasonably practical to avoid or diminish any loss herein

Only applicable if stated as 'Insured' in the Policy Schedule:

SECTION 4 – DETERIORATION OF STOCK INSURANCE

DEFINITIONS – for this section only

Breakdown

For the purposes of this Insurance "Breakdown" shall mean the actual breaking or burning out of any machine whilst in use arising from mechanical or electrical defect in the machine causing sudden stoppage and necessitating repair or replacement before normal working can be resumed.

Refrigeration Cabinet or Compartment

A cabinet or compartment in which food, drink are kept cool by means of ice or mechanical refrigeration.

1. COVER

1.1 Subject to the Conditions Precedent, limitations, terms and exclusions of the Policy we cover you for deterioration and/or putrefaction of contents of your Refrigeration Cabinet or Compartment due to change of temperature following Breakdown of the refrigeration machinery and/or failure of the public electricity and/or gas supply and/or action of refrigerant fumes escaping from the plant occurring during the Period of Insurance.

1.2 Provided that our liability shall in no case exceed the Sum Insured in respect of each Item.

2. CONDITIONS AND CONDITIONS PRECEDENT

2.1 If the Property Insured by this Policy shall at the time of any loss be of greater value than the Sum Insured hereunder, you shall only be entitled to recover such proportion of the loss as the Sum Insured bears to the total value of the property insured by this Section.

2.2 It is a Condition Precedent to our liability that all Refrigeration Cabinets or Compartments in excess of 10 years old must be regularly maintained under contract by recognised refrigeration engineers or the manufacturers.

3. EXCLUSIONS

3.1 We shall not be liable for:

3.1.1 loss of destruction of or damage to the property insured due to the deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply;

3.1.2 loss of destruction of or damage to the property insured due to the failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas authority.

Only applicable if stated as 'Insured' in the Policy Schedule:

SECTION 5 – CUPS, TROPHIES AND SPECIFIED ITEMS ALL RISKS

1. COVER

Subject to the Conditions Precedent, limitations, terms and exclusions of the Policy we cover you for physical loss of or damage to Items described in this Section whilst within the Geographical Limits or as may be otherwise agreed in writing.

2. EXCLUSIONS

2.1 depreciation or loss or damage arising from wear, tear or gradual deterioration or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alteration or repair to which the property is subjected;

2.2 loss or damage occasioned by or happening through or in consequence of riots, strikes or civil commotion occurring outside Great Britain, Isle of Man and Channel Islands;

2.3 loss or damage arising from dishonesty or theft or attempt thereat on the part of any person in your employ or service unless the loss or damage is notified to us within fourteen days of its occurrence;

2.4 mechanical or electrical breakdown or derangement unless caused by accidental external means;

2.5 loss from an unattended vehicle unless the vehicle is secured and the item is stored out of sight;

2.6 mechanically propelled plant or vehicle.

3. AMOUNT PAYABLE

We will pay the Sum Insured of the Item as noted on the Schedule if the Item is totally lost or destroyed. Otherwise we shall pay the cost of recovery of the Item and repairing it.

Only applicable if stated as 'Insured' in the Policy Schedule:

SECTION 6 – LOSS OF MONEY INSURANCE

DEFINTIONS – For this section only

Business Hours

Your normal opening hours and any other period during which you or any Employee entrusted with money is on the Premises in connection with the Business.

Money

Money means:

(A) NEGOTIABLE MONEY WHICH MEANS

Current coinage, current bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Dental Practice Board Payment forms, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by you and VAT purchases invoices all pertaining to the business and belonging to you or for which you are responsible.

(B) NON-NEGOTIABLE MONEY WHICH MEANS

Money in the form of crossed cheques, postal orders, crossed bankers' drafts, credit card sales vouchers, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices all pertaining to the business and belonging to you or for which you are responsible.

1. COVER

Subject to the Conditions Precedent, limitations, terms and exclusions of the Policy we will cover:

1.1 Loss of Money:

1.1.1 at the Premises;

1.1.2 in the ordinary course of transit;

1.1.3 whilst in the residence of any committee member, member for the time being, officer, director, trustee or employee;

1.1.4 at any of your contract sites during Business hours;

1.1.5 in banking safes.

1.2 Loss of or damage to safes and/or strong rooms at the Premises caused by thieves;

1.3 Loss of or damage to the clothing and personal effects of your committee members, members for the time being, officer, director, trustee or employee not exceeding £250 any one person, as a result of thieves stealing or attempting to steal Money, and which occurs during the Period of Insurance caused by using assault or violence or threat of violence.

Provided always our liability in respect of Money shall not exceed the Sum Insured stated in the Schedule.

2. EXCLUSIONS

We do not cover loss of Money:

2.1 Caused by clerical or accounting error;

2.2 Covered by another insurance policy;

2.3 Outside the Geographical Limits;

2.4 loss occasioned by dishonesty on the part of any of your committee members, members for the time being, officer, director, trustee or employee unless the loss is discovered and reported to us within seven working days of its occurrence;

2.5 occurring at the Premises when the Premises are closed or left unattended, unless the Money is secured in a locked safe or locked strong room and all keys and duplicate keys of such safes and/or strong rooms are removed from the Premises. Nevertheless, this Exclusion shall not apply to Non-negotiable Money, or to Negotiable Money, as defined herein, in any gaming machine provided loss involves forcible and violent entry or exit from the Premises;

2.6 from unattended vehicles;

2.7 caused by change in the water table;

2.8 caused as a result of the interruption of the Business or any other consequential loss;

2.9 in the course of post.

3. CONDITIONS PRECEDENT

It is a Condition Precedent to our liability that:

3.1 You shall take all ordinary and reasonable precautions to prevent loss.

3.2 In case of loss or damage you shall:

3.2.1 give immediate notice to the Police and as soon as practicable notify us in writing stating the circumstances of the loss or damage and take all appropriate steps to discover the guilty person or persons and to recover the Money lost;

3.2.2 within fourteen days after such notice or such further time as we may allow deliver to us a detailed statement in writing of the loss;

3.2.3 furnish all explanations, vouchers, proof of ownership and other evidence as we may require;

3.2.4 whenever the Premises are closed for business or left unattended you will keep safes locked and ensure that all the keys to the safes and Premises and records of combination numbers of the safe(s) and strong room(s) are removed from the Premises and if the person(s) holding the keys and records and combination number resides in a residence adjoining and communicating with the Premises, the keys and records and combination numbers are removed from the residence when left unattended;

3.2.5 You will leave the till or cash register drawer empty and in a fully open position whenever the Premises are closed for business or left unattended;

3.2.6 You will maintain a complete record of Money which you will keep in a secure place separate from Money.

3.3 It is a Condition Precedent to our liability that all transits of Negotiable Money shall, where the amount of such Money is:

3.3.1 in excess of £2,500, but not exceeding £5,000, be accompanied by two or more, able-bodied, adult, employees, directors, principals or members;

3.3.2 in excess of £5,000, but not exceeding £8,000, be accompanied by three, or more, able-bodied, adult employees, directors, principals or members;

3.3.3 in excess of £8,000, but not exceeding £12,000, be accompanied by four, or more, able-bodied, adult, employees, directors, principals, officers or authorised members, using a private motor vehicle where the distance travelled exceeds half a mile;

3.3.4 in excess of £12,000 be made either in the custody of a cash carrying security company, which has been approved by us, or by any other method which has been agreed in writing by us;

3.3.5 and/or such other person or persons and methods as may specifically be agreed by us from time to time during the Period of Insurance and any subsequent period for which the Insurers may agree to renew this insurance.

4. EXTENSION

Definitions

In this Clause:

4.1 Bodily Injury means bodily injury which:

4.1.1 is sustained by any committee member, member for the time being, officer, director, trustee or employee during the Period of Insurance as a result of any person stealing or attempting to steal Money; and

4.1.2 solely and independently of any other cause other than illness directly resulting from, or medical or surgical treatment rendered necessary by such injury occasions the death or disablement of such adult person within twelve calendar months from the date of the occurrence.

4.2 Loss of Limb means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of a hand, arm or leg.

4.3 Permanent means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement.

4.4 Total Disablement means disablement which entirely prevents the insured person from attending to any business or occupation of any and every kind.

Bodily Injury Extension Clause

Provided that we note and agree in the Schedule to this Section that this extension will apply we will cover a committee member, member for the time being, officer, director, trustee or employee for Bodily Injury as a result of an Insured Event as determined in the extension.

Amount Payable

We will pay in respect of death, loss or disablement of a committee member, member for the time being, officer, director, trustee or employee the amount of Benefits shown in the Table of Benefits below.

5. CONDITIONS PRECEDENT

5.1 Immediate notice must be given to us of any event which causes or may cause disablement within the meaning of this Clause. The injured person must as early as possible place himself or herself under the care of a duly qualified medical practitioner. Immediate notice must be given to us in the event of the death of the injured person.

5.2 In no case will we be liable to pay compensation in respect of the injuries sustained unless the medical adviser or advisers appointed by us for the purposes shall be allowed so often as may be deemed necessary to make an examination of the person of the injured committee member, member for the time being, officer, director, trustee or employee.

TABLE OF BENEFITS

	Insured Event	
1.	Death	£2,000
2.	Permanent total loss of sight of one or both eyes	£2,000
3.	Loss of one or more limbs	£2,000
4.	Permanent total loss of sight of one eye and loss of one limb	£2,000
5.	Permanent total disablement (other than loss of sight of one or both eyes or loss of limb)	£2,000
6.	Temporary Total Disablement	*£20 per week

* One Unit - see Schedule for total number of units in respect of which cover is granted.

6. LIMIT ON AMOUNT PAYABLE

6.1 We will not pay any compensation under Insured Events 1, 2, 3, 4 and 6 above unless death, loss or disablement occurs within twelve calendar months of the date of Bodily Injury being sustained.

6.2 We will not pay any claim under insured event 5 above until payment has continued under insured event 6 above for a total of 104 weeks, unless we are satisfied that permanent and total disability from engaging in or giving attention to any occupation will continue thereafter for the remainder of the injured person's life. Once payment is made under insured event 5 above no further payment will be made under insured event 6 above.

6.3 If the same event causes more than one claim under 1 to 6 in the Table of Benefits we will only pay one which shall be the one with the greatest financial payment.

6.4 We will not pay the benefit to a single claimant in respect of any one event under 6 in the Table of Benefits above for more than 104 weeks from the date of inability.

6.5 We will stop paying the claimant under 6 in the Table of Benefits as soon as the claimant resumes his or her usual occupation

Only applicable if stated as 'Insured' in the Policy Schedule:

SECTION 7 – EMPLOYER'S LIABILITY INSURANCE

DEFINITIONS – for this section only

Costs and Expenses

means:

(1) Any claimant's legal costs for which you are legally liable and incurred with our consent;

(2) All costs and expenses incurred with our written consent;

(3) All solicitors' fees incurred with our written consent for legal representation at:

   (a) any Coroner's Inquest or Fatal Accident Inquiry or

   (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty in connection with any event which is or may be the subject of indemnity under this Section.

Limit of Indemnity

Our liability under this Section is limited to £10,000,000 except in respect of Terrorism when the limit shall be £5,000,000 in respect of any one claim or series of claims arising out of any one event.

1. COVER

1.1 Subject to the Conditions Precedent, limitations and terms and exclusions of the Policy, we will cover you in respect of legal liability for Injury sustained by any Employee arising out of and in the course of their employment by you in the Business and during the Period of Insurance occurring within the Geographical Limits;

1.2 elsewhere in the world in respect of Employees temporarily employed or working outside the Geographical Limits or travelling to or from but normally resident within Great Britain, Isle of Man or the Channel Islands.

Compulsory Legislation

The indemnity granted by this section of the Policy is agreed and declared and deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees within the Geographical Limits but you will repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

2. EXCLUSIONS

We do not cover Injury arising:

2.1 while any Employee is working on an offshore rig, platform or structure or whilst travelling thereto or therefrom;

2.2 while any Employee is carried in or upon a vehicle or entering or getting on to or alighting from a vehicle in circumstances where any road traffic legislation requires insurance or security;

2.3 we shall not be liable for any amount payable under workman's compensation, social security or health insurance legislation for an Employee outside the Geographical Limits.

3. AMOUNT PAYABLE

We will pay:

3.1 the amount of compensation:

3.1.1 that is found by a competent Court or Tribunal within the Geographical Limits to be due to an Employee; or

3.1.2 as may be agreed by us in writing,

up to the sum of £10,000,000 in respect of any one claim or series of claims arising out of any one event except in respect of terrorism when we shall be liable up to the sum of £5,000,000 in respect of any one claim or series of claims arising out of any one event; and

3.2 Costs and Expenses.

4. INDEMNITY TO OTHER PERSONS

We will indemnify in addition to the Insured:

4.1 any Officer or Official of you;

4.2 any employee;

4.3 any Principal for whom the Insured is carrying out a contract for the performance of work but only to the extent required by the contract conditions;

4.4 the Owners of plant hired in by the Insured but only to the extent required by the hiring conditions;

4.5 First Aid, Fire, Security and Ambulance Services;

against legal liability in respect of which you would have been entitled to indemnity under the Section if the claim had been made against you (in this Section only called the Insured)

Provided that each of the parties indemnified under this Section observe and perform the terms of the Section and the Policy in so far as they apply and that the total amount payable in respect of compensation as a result of indemnifying all such parties shall not exceed the Sum Insured.

Indemnity to Personal Representatives

We will indemnify the personal representatives of any person entitled to the benefit of this insurance in respect of legal liability incurred by them subject to the observance and performance of the terms of this Section and the Policy in so far as they apply.

5. LEGAL EXPENSES ARISING FROM HEALTH AND SAFETY LEGISLATION

5.1 In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 (hereinafter called The Act) or the Health and Safety at Work (Northern Ireland) Order 1978 or similar safety legislation of Great Britain,
Northern Ireland, the Isle of Man and the Channel Islands

or

5.2 In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 which arises in connection with the Business and which occurs during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

This indemnity will not apply:

5.2.1 in respect of fines or penalties of any kind;

5.2.2 to proceedings relating to the Health and Safety of any person other than an Employee;

5.2.3 to proceedings consequent upon a deliberate act or omission by the Insured;

5.2.4 to persons other than the Insured or any director or direct Employee of the Insured;

5.2.5 where there is an indemnity provided by a legal expenses insurance policy;

5.2.6 prosecutions that arise out of an activity not covered by this policy.

5.3 Our liability under this extension shall not exceed the Sum Insured under this Section in respect of any one claim.

6. UNSATISFIED COURT JUDGEMENTS

In the event of a judgement for damages being obtained by any paid Employee in respect of Injury to such Employee caused during any Period of Insurance and arising out of and in the course of employment by you in the Business against any corporation or individual operating from premises within Geographical Limits in any Court situate in that area and remaining unsatisfied in whole or in part six months after the date of such judgement we will at your request pay up to the Limit of Indemnity to the Employee or the personal representatives of such Employee up to the amount of any such damages awarded to such Employee together with costs to the extent that they remain unsatisfied up to but not exceeding the Limit of Indemnity.

Provided that:

6.1.1 there is no appeal outstanding

6.1.2 if any payment is made by us the Employee or the personal representatives of the Employee shall subrogate the judgement to us

6.2 Our liability under this extension shall not exceed the Sum Insured under this Section in respect of any one claim.

7. PAYMENT FOR COURT ATTENDANCE

7.1 We will compensate you, if, at our request, any committee member, member for the time being, officer, director, trustee or employee is attending court as a witness in connection with a claim for which you are entitled to indemnity.

7.2 The maximum we will pay is £250 per day and £10,000 in aggregate during the Period of Insurance.

8. LEGAL EXPENSES ARISING FROM CORPORATE MANSLAUGHTER & CORPORATE HOMICIDE ACT 2007

8.1 We will indemnify you in respect of:

8.1.1 legal fees and expenses incurred with our written consent for defending proceedings, including appeals; and

8.2 costs of prosecution awarded against you which arise from criminal proceedings for any offence as defined in section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

8.3 We will not provide indemnity:

8.3.1 unless the proceedings relate to an actual or alleged offence committed and reported to us during the Period of Insurance or within ninety (90) days of the termination thereof occurring within the Geographical Limits and in connection with the Business or elsewhere in the world in respect of Employees temporarily employed or working outside the Geographical Limits or travelling to or from but normally resident within Geographical Limits;

8.2.1 in respect of proceedings which:

8.2.1.1 result from any deliberate act or omission by You; or

8.2.1.2 relate to any person other than an Employee

8.2.2 in respect of any:

8.2.2.1 fines; or

8.2.2.2 remedial or publicity orders or any steps required to be taken by such orders where indemnity is

provided by another insurance policy.

8.4 Our maximum liability under this Extension shall not exceed £1,000,000 (one million pounds) in aggregate during any one Period of Insurance.

9. CROSS LIABILITIES

Where there is more than one party named as the Insured in the Schedule or by reason of the terms of this Policy this Section will apply separately to each such Insured in the same manner and to the same extent as if a separate policy has been issued to each Insured and we agree to waive all rights of subrogation against any of these parties but the Policy will nonetheless remain a joint policy. Provided that the total amount payable in respect of Compensation of all claims arising out of the same Event or series of claims arising from the same occurrence does not exceed the Sum Insured.

10. EXCLUSIONS

The Insurance by this Section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicle (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

11. CONDITIONS

1. Change in circumstances

The Insured must notify the Insurer as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by the Insured to the Insurer or stated as material facts by the Insurer to the Insured which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Insurer will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to the Insurer then it is under no obligation to agree to make them and may no longer be able to provide the Insured with cover.

If the Insured does not notify the Insurer of any such change the Insurer may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 12 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

2. Fraudulent Claims

If the Insured or anyone acting on its behalf:

a) makes a fraudulent or exaggerated claim under this policy; or

b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or

c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

d) submits a claim under this policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or

e) realises after submitting what the Insured reasonably believed was a genuine claim under this policy and then fails to tell the Insurer that the Insured has not suffered any loss or damage; or

f) suppresses information which the Insured knows would otherwise enable the Insurer to refuse to pay a claim under this policy

The Insurer will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurer has already paid in respect of the claim.
The Insurer may also notify the Insured that it will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.
If the Insurer terminates this policy under this condition the Insured will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

Only applicable if stated as 'Insured' in the Policy Schedule:

SECTION 8 – PUBLIC & PRODUCTS LIABILITY INSURANCE

DEFINITIONS – for this section only

Costs & Expenses means:

(a) any Claimant's legal costs for which you are legally liable and incurred with our written consent;

(b) all costs and expenses incurred with our written consent;

(c) solicitor's fee(s) for representation at any Coroner's Inquest or fatal injury enquiry or any court summary jurisdiction;

in connection with any claim which is or may be the subject of indemnity under this Section.

Products means

All products pertaining to your Business including materials, parts, components, accessories, containers and labels:

1. which you have sold, supplied, stored, handled, constructed, repaired, altered, treated or transported; or

2. On which work has been carried out by you or on your behalf.

1. COVER

Subject to Conditions Precedent, limitations, terms and exclusions of the Policy we will cover you in respect of your legal liability to third parties for:

1.1 injury to any person;

1.2 loss of or damage to property;

1.3 accidental trespass, nuisance, or interference with any right, of way, air, light or water or other easement resulting in financial loss;

1.4 wrongful arrest, detention, imprisonment or eviction of any person or wrongful accusation of shop lifting, happening during the Period of Insurance within the Geographical Limits in connection with the business. For the avoidance of doubt this includes:

1.4.1 accidental loss of or damage to yachts, private pleasure craft and/or other vessels whilst on your moorings or loss through breaking away or dragging;

1.4.2 accidental injury to any person or damage to vessels through negligent placing of starting guns, marker buoys or incorrect signals or resulting from any negligent act by any official of the Club;

1.4.3 accidental loss of or damage to yachts, private pleasure craft and/or other vessels or Property of third parties including loss of life and bodily injury whilst ferrying, shifting, berthing, laying on hard, guying from mast, slipping or hauling up, shoring, launching, careening, floating on grid and refloating;

1.4.4 liability in respect of coaching/training/instruction PROVIDED THAT your Business as described in your proposal and/or Schedule specifies coaching/training/instruction or you have disclosed such coaching/training/instruction in your proposal

2. AMOUNT PAYABLE

2.1 We will pay:

2.1.1 the amount of compensation:

2.1.1.1 that is found by a competent Court or Tribunal within the Geographical Limits to be due to a third party; or

2.1.1.2 as may be agreed by us in writing,

up to the Sum Insured in respect of any one claim or series of claims arising out of any one event (except in relation to Product liability when the maximum sum that we shall pay in respect of compensation and costs and expenses shall be the Sum Insured for all claims arising and/or made in a Period of Insurance); and.

2.1.2 Costs and Expenses.

2.2 We shall not be responsible for the payment of:

2.2.1 Fines or penalties;

2.2.2 Costs and Expenses in respect of an activity or risk not covered by this Policy;

2.2.3 The amount of any excess included on the Schedule to this Section of the Policy.

2.2.4 Aggregate Pollution Limitation

Environmental Clean Up Costs

The Insurer will indemnify the Insured in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument. Provided always that:

a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place

b) the Insurer's liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the Insurer will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule

c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

d) the Insurer shall be under no liability:

i) in respect of Clean Up Costs for damage to the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control

ii) for damage connected with pre-existing contaminated property

iii) for damage caused by a succession of several events where such individual event would not warrant immediate action

iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control

v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences

vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident

vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns

viii) in respect of costs for the reinstatement or reintroduction of flora or fauna

ix) for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible

x) in respect of fines or penalties of any kind

xi) for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water

xii) for damage which is covered by a more specific insurance policy

xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured.

3. EXCLUSIONS

3.1 We do not cover liability of an Insured arising from:

3.1.1 the ownership, hiring, leasing or borrowing of any vessel by you;

3.1.2 injury sustained by an Employee and arising out of and in the course of employment or engagement by you or any Insured;

3.1.3 physical loss of or material damage to property belonging to leased or hired in by you or any committee member, member for the time being, officers, directors, trustees or employees other than:

3.1.3.1 personal effects (including vehicles) of any Insured Person or visitor; and

3.1.3.2 premises leased or rented to you;

3.1.4 libel or slander;

3.1.5 infringement of plans, copyright, patents, trade names, trademarks or registered design;

3.1.6 Injury, physical loss or damage, trespass, nuisance or interference with any right of way, light air or water or other easement deliberately caused by or on the instructions of you or an Insured Person whilst engaged in supervisory duties unless caused by the deliberate act or reckless conduct of a committee member, member for the time being, officer, director, trustee or employee with knowledge that damage loss or financial loss would result;

3.1.7 the non-performance, non-completion or delay in completion of any contract or agreement or the payment of any penalty, fine or liquidated damages;

3.1.8 the ownership, possession or use of any aircraft, drones, unmanned aerial vehicles, hovercraft, drilling platform or rig by you or on your behalf;

3.1.9 the ownership, possession or use of any mechanically propelled vehicle or trailer attached to it which is required to be licenced for road use or which is required to be insured under the Road Traffic Act or similar legislation;

This exception does not apply to:

3.1.9.1 mechanical plant working as a tool of trade on any site where you are working or at your premises;

3.1.9.2 the loading, unloading of any mechanically propelled vehicle or trailer unless Indemnity is granted by any other Insurance;

3.1.9.3 the use in connection with the Business of any motor vehicle which is not owned, provided or being driven by you.

We do not cover:

3.1.9.3.1 loss of or damage to any such vehicle;

3.1.9.3.2 liability which is insured or would be insured but for the existence of this Section under any other policy or policies;

3.1.10 any surveys, condition reports, valuations, wrongful design, advice (other than tuition) or specification given for a fee or for which a fee is normally charged. This exclusion does not apply to any tuition given by you whether for a fee or not;

3.1.11 waste materials, irritants, contaminants or pollutants, unless caused by sudden identifiable, unintended and unexpected events on the Premises which takes place in its entirety at a specific time and place during the Period of Insurance;

3.1.12 the knowing supply or sale of goods for use in any offshore rig, platform or structure;

3.1.13 loss, damage or delay to goods in transit except in connection with the collection or delivery of any vessel which you have sold or upon which you have or are undertaking work for a price;

3.1.14 pile driving, quarrying, water diversion, sub-aqua work, the use of explosives, the construction of roads, the laying of underground services, tree felling or lopping;

3.1.15 the delivery for a fee of any vessel by sea from one place to another except in connection with the sale of such vessel by you;

3.1.16 liability directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives.

3.1.17 The indemnity granted by this section shall not apply to 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, the following:
a) a communicable disease; or
b) the fear or threat (whether actual or perceived) of a communicable disease
regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purpose of this exclusion 'communicable disease' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
i) 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; and
ii) 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; and
iii) the disease, substance, 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.

This exclusion does not however apply in respect of
· food or drink poisoning; or
· Legionnaires disease – as specified in Section 2 – Business Interruption, clause 6. Infectious diseases

4. PRODUCT LIABILITY LIMITATION

We will not indemnify you for:

4.1 the costs of:

4.1.1 making good any faulty design or workmanship carried out; or

4.1.2 replacing or repairing faulty goods or materials sold by you or on your behalf; or

4.1.3 recalling Products for inspection following discovery of fault or faults in Products;

4.2 liability assumed by agreement, except under indemnities, agreements or contracts given or made for the purpose of enabling you to carry on the Business if we have been notified of such indemnities, agreements and contracts and we have noted them on the Schedule;

4.3 liability arising out of products exported to or used in the United States of America or Canada;

4.4 liability arising out of or in connection with a sale of a Product, if an action for damages is brought against you in any court outside of the Geographical Limits;

4.5 exemplary or punitive damages.

5. TRAINING INDEMNITY CONDITION PRECEDENT

If you are providing sail training activities or are a multi-activity commercial training centre, it is a Condition Precedent to our liability that you will follow and comply with all guidelines and recommendations issued or promulgated by the Royal Yachting Association or recognised governing body of the activities undertaken.

6. HIRED IN PLANT AND EQUIPMENT

6.1 Subject to this cover being noted on the Schedule to this Section and subject to the Conditions Precedent, limitations, terms and exclusions of the Policy and subject to any additional premium required by us being paid by you and subject to the Excess applicable to this extension we will cover you for liability incurred from the hire of plant or cranes under contracts on C.P.A or similar terms which are hired for the purposes of conducting Business within the Geographical Limits.

6.2 We will not be liable for:

6.2.1 any liability covered under any other Policy of Insurance;

6.2.2 payment of fines or penalties.

6.3 Unless we agree otherwise in writing the limit of our liability under this extension of cover including al**l** Costs and Expenses will be a maximum of £250,000.

EXTENSIONS – AUTOMATICALLY INCLUDED

7. CORPORATE MANSLAUGHTER/ HOMICIDE

7.1 We will indemnify you in respect of:

7.1.1 Costs and Expenses incurred with our written consent in defending proceedings, including appeals; and

7.1.2 Costs of prosecution awarded against you which arise from criminal proceedings for any offences as detailed in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

7.2 We will not provide indemnity:

7.2.1 unless the proceedings relate to an actual or alleged offence committed and reported to us during the Period of Insurance or within ninety (90) days of the termination thereof within the Geographical Limits and in connection with the Business.

7.2.2 in respect of proceedings which:

7.2.2.1 result from any deliberate act or omission by You;

7.2.2.2 relate to any person other than any committee member, member for the time being, officers, directors, trustees or employees.

7.2.3 in respect of any:

7.2.3.1 fines;

7.2.3.2 remedial or publicity orders or any steps required to be taken by such orders, where indemnity is

provided by another insurance policy

7.3 Our liability under this extension shall not exceed the sum of £ 1,000,000 (one million pounds) in aggregate in respect of all claims made or brought in one Period of Insurance under this sub section.

8. CROSS LIABILITIES

8.1 Where there is more than one party named as the Insured in the Schedule or by reason of the terms of this Policy this Section will apply separately to each such Insured in the same manner and to the same extent as if a separate policy has been issued to each Insured and we agree to waive all rights of subrogation against any of these parties but the policy will none the less remain a joint policy.

8.2 Provided that the total amount payable in respect of compensation in respect of all claims arising out of the same event or series of claims arising from the same occurrence does not exceed the Sum Insured

9. DEFECTIVE PREMISES

9.1 We agree that we will indemnify you against liability arising from defective work carried out by you or on your behalf to any premises which you previously owned or occupied within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

9.2 We will not be liable for:

9.2.1 any liability covered under any other policy of insurance;

9.2.2 injury, loss or damage happening prior to you disposing of the premises;

9.2.3 the cost of repairing, replacing or reinstating any defect giving rise to such claim.

9.3 Our liability under this extension shall not exceed the Sum Insured under this Section in aggregate in respect of all claims made or brought during one Period of Insurance.

10. INDEMNITY TO PRINCIPALS

10.1 In the event of any claim in respect of which you would be entitled to receive indemnity under this Policy being brought or made against any Public or Local Authority or other Principal, we will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

10.2 Provided always that we shall not be liable under this Extension unless we have the sole conduct and control of all claims.

11. INDEMNITY TO OTHER PERSONS

If you request we will indemnify:

11.1 any principal for whom you are carrying out a contract for the performance of work but only to the extent required by the contract conditions;

11.2 First Aid, Fire, Security and Ambulance Services

against legal liability in respect of which you would have been entitled to Indemnity under the Section as if the claim had been made against you. Provided that:

11.2.1 Each of the parties indemnified under this Section will be subject to the terms of the Policy and that total amount payable in respect of all claims arising from one occurrence or cause will not exceed the Sum Insured; We shall retain sole conduct and control of any claim.

12. INDEMNITY TO PERSONAL REPRESENTATIVES

We will indemnify the personal representatives of any insured person in respect of legal liability incurred by them subject to the terms of this Section and the Policy insofar as they can apply.

13. CAR PARK & CLOAKROOM LIABILITY

13.1 Where vehicles or personal effects of persons other than you are held in trust by you or in your custody or control we will provide indemnity against legal liability in respect of loss of or damage to such property.

13.2 Provided that such Property;

13.2.1 is not being stored by you for a fee or other consideration; and

13.2.2 is not held in trust by you or in your custody or control for the purposes of work being carried out on such property.

14. FOOD SAFETY ACT LEGAL DEFENCE COSTS

14.1 We will indemnify the you in respect of Costs and Expenses incurred with our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

14.1.1 Part 2 of the Consumer Protection Act 1987; or

14.1.2 Part 2 of the Food Safety Act 1990;

Provided that the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business.

14.2 This Extension will not apply:

14.2.1 to fines or penalties of any kind;

14.2.2 to any liability covered under any other policy of insurance;

14.2.3 to proceedings consequent upon any deliberate act or omission by:

14.2.3.1 you; or

14.2.3.2 any committee member, member for the time being, officer, director, trustee or employee.

14.3 The Limit of Liability shall not exceed the Sum Insured under this Section in aggregate in respect of all claims made or brought in any one Period of Insurance.

15. LEGAL EXPENSES ARISING FROM HEALTH AND SAFETY LEGISLATION

15.1 We cover you in respect of Costs and Expenses incurred with our written consent for any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar safety legislation of the Geographical Limits; or

15.2 In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 which arises in connection with the Business relating to matters affecting the safety, health and welfare of persons other than Employees and an appeal against a conviction arising from such proceedings and which occurs during the Period of Insurance and within the Geographical Limits.

15.3 We will provide indemnity up to the Sum Insured in respect of legal fees and expenses incurred with our written consent incurred in representing you, in such proceedings including appeals against the results of such proceedings.

15.4 This Indemnity will not apply:

15.4.1 in respect of fines or penalties of any kind;

15.4.2 to proceedings relating to the Health and Safety of any Employee;

15.4.3 to proceedings consequent upon a deliberate act or omission by the Insured;

15.4.4 to persons other than a committee member, member for the time being, officer, director, trustee or employee;

15.4.5 where there is an indemnity provided by a legal expenses insurance policy;

15.4.6 to prosecutions that arise out of an activity or risk not covered by this policy.

16. ABUSE EXTENSION

DEFINITIONS

For the purposes of the Cover provided by this Extension only the term injury includes death, illness, disease or nervous shock arising directly, indirectly or consequential upon abuse, assault, harassment, mistreatment or maltreatment of any person

1. **COVER**

Subject to the Conditions Precedent and other Terms of the policy we will cover you in respect of your legal liability to third parties for:

16.1 Injury to any person caused by abuse, assault, harassment, mistreatment or maltreatment;

16.2 arising out of and in connection with the Business and occurring during The Period of Insurance PROVIDING ALWAYS:

16.2.1 such abuse, assault, harassment, mistreatment or maltreatment occurred at a time when the third party was:

16.2.1.1 of an age of less than 18; or

16.2.1.2 was a vulnerable adult suffering from disability and the loss, damage or liability is not as a consequence directly or indirectly of mistreatment or maltreatment;

and in all cases (as appropriate);

16.2.2 the abuse, assault, harassment, mistreatment or maltreatment occurred at a time when we were insuring you and we have continuously insured you from the later of 2005 or when the insurance was first placed by you.

16.3 EXCEPTIONS TO THE COVER

16.3.1 We do not cover any loss, costs, damages or expenses arising out of or in connection with any criminal action brought against any employee, volunteer or worker wherein assault, harassment, mistreatment or maltreatment is alleged;

16.3.2 to an Employee;

16.3.3 for:

a) fines or penalties;
b) compensation ordered or awarded by a Court of Criminal Jurisdiction;
c) aggravated, exemplary or punitive damages awarded by any Court outside of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
d) any intentional, wilful or deliberate act or non-compliance by any director or person employed with specific responsibility for the protection of children with any procedural guidelines adopted by you concerning such children;
e) in respect of Claims arising out of circumstances known to you or any person entitled to indemnity prior to the start of this insurance or notified under any other policy which was in force prior to the start date of this insurance and of which might reasonably be expected to give rise to a claim.

16.4 CONDITIONS PRECEDENT

It is a Condition Precedent to our liability under this Extension that:

16.4.1 that we have insured you continuously from the later of 2005 or when the insurance was first placed by you with us and that the above occurred during a period for which we insured you;

16.4.2 you make all and proper enquiry of the Disclosure and Barring Service for volunteers and employees prior to employment and update these at least every (three) years for existing employees and volunteers;

16.4.3 you comply with and follow all recommendations, advice and guidance of the Royal Yachting Association from time to time in force relevant to this extension.

16.5 INSURED EXTENSION

It is hereby agreed that in connection with this extension of cover the Definition of Insured under the Liability Section 3 of the policy wording clause 2.3 is amended to read;

“2.3 any director, officer, trustee, committee member, employee or volunteer of you”

16.6 LIMIT

The Limit of our liability under this Extension is in the aggregate in any one Period of Insurance unless we agree otherwise in writing on the Schedule.

17. MEMBER TO MEMBER CLAUSE

We will indemnify any Member of the Club in respect of legal liability for accidental bodily injury or damage to property sustained by fellow Members, while engaged in the activities of and/or on behalf of the Club

This Clause is subject to the Conditions Precedent, Limitations and other terms of the policy and the total amount of indemnity to such parties shall not exceed the Limit of Indemnity

18. PROFESSIONAL INDEMNITY EXTENSION- TRAINING AND INSTRUCTION

Cover automatically extends to cover Professional Indemnity in respect of coaching/training/instruction PROVIDED THAT your Business as described in your Policy Schedule specifies coaching/training/instruction or you have disclosed such coaching/training/instruction to us.

Cover:

(a) breach of professional duty by reason of neglecter or omission committed in good faith by any person operating on behalf of the Insured, including wrongful advice and/or instruction

(b) cover applies in respect of pure financial loss suffered as the result of the negligent act of the Insured, regardless of whether a claim for any physical damage to a person or property is made against the Insured

(c) our maximum limit of indemnity provided is £250,000 each and every claim and in the Aggregate in anyone period of Insurance – in respect of pure financial losses only, with any claim for physical injury, loss or damage provided to the chosen Limit of Indemnity for this section

19. ENVIRONMENTAL CLEAN UP COSTS

The Insurer will indemnify the Insured in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument. Provided always that:

a) liability arises from Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place

b) the Insurer's liability under this extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the Insurer will pay inclusive al costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule

c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

d) the Insurer shall be under no liability:

i) in respect of Clean Up Costs for damage to the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care, custody or control

ii) for damage connected with pre-existing contaminated property

iii) for damage caused by a succession of several events where such individual event would not warrant immediate action

iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care, custody or control

v) in respect of costs in achieving an improvement or alteration in the condition of the land atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences

vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident

vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns

viii) in respect of costs for the reinstatement or reintroduction of flora or fauna

ix) for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible

x) in respect of fines or penalties of any kind

xi) for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water

xii) for damage which is covered by a more specific insurance policy

xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured.

20. CONDITIONS

1. Change in circumstances

The Insured must notify the Insurer as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by the Insured to the Insurer or stated as material facts by the Insurer to the Insured which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the Insurer will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to the Insurer then it is under no obligation to agree to make them and may no longer be able to provide the Insured with cover.

If the Insured does not notify the Insurer of any such change the Insurer may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 12 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

2. FRAUDULENT CLAIMS

If the Insured or anyone acting on its behalf:

a) makes a fraudulent or exaggerated claim under this policy; or

b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or

c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

d) submits a claim under this policy for loss or damage which the Insured or anyone acting on the Insured's behalf or in connivance with the Insured deliberately caused; or

e) realises after submitting what the Insured reasonably believed was a genuine claim under this policy and then fails to tell the Insurer that the Insured has not suffered any loss or damage; or

f) suppresses information which the Insured knows would otherwise enable the Insurer to refuse to pay a claim under this policy

The Insurer will be entitled to refuse to pay the whole of the claim and recover any sums that the Insurer has already paid in respect of the claim.

The Insurer may also notify the Insured that it will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the Insurer terminates this policy under this condition the Insured will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of the Insured this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

Only applicable if stated as ‘Insured’ in the Policy Schedule:

SECTION 9 – FIDELITY GUARANTEE INSURANCE

1. COVER

We will indemnify you against:

b. Loss of money or goods belonging to you or for which you are responsible as a result of any act of fraud or dishonesty by any Employee described in the Schedule which is committed after the commencement and during the Period of Insurance and discovered not later than the end of the Period of Insurance or two years after the death, dismissal or retirement of the Employee, whichever occurs first;.

c. Auditor’s fees necessarily incurred with our consent in respect of any claim under this Section provided always our liability for all such fees in aggregate shall not exceed £2,500.

2. LIMIT OF LIABILITY

Our liability shall not exceed the Sum Insured, as stated in the Schedule.

3. EXCLUSIONS

d. We shall not be liable for any Employees act of fraud or dishonesty occurring outside of the Geographical Limits.

e. We shall not be liable for any loss of a consequential nature.

4. CONDITIONS

f. Automatic Reinstatement

In the absence of written notice by the Insurer or the Insured to the contrary the insurance hereby shall not be reduced by the amount of any loss in consideration of which the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance provided that: a) the aggregate of the amounts so reinstated for losses by Theft during any one Period of Insurance shall not exceed the amount of the sum insured b) the Insured shall take immediate steps to effect such additions to or variations in the protections of the Property Insured as the Insurer may require.

g. Alteration of Risk

Unless we consent in writing to any alteration we shall not be liable to make any payment under this Section if the nature of the Business conducted is changed.

h. Claims

The following Claims Conditions apply in addition to the Claims Procedures stated in the Introduction.

1. Following discovery of any act of fraud or dishonesty by any Employee or of any circumstances which could be the subject of a claim under this Section you shall give notice as soon as possible in writing to us.

2. Within three months of giving such notice you shall submit full details of your claim including the name or names of the Employee or Employees responsible for the loss and shall supply such proof of the correctness of the claims as we may require.

3. Any money, salary, bond, deposit and other property in your possession belonging to or owing to or in respect of an Employee who is the subject of a claim must be deducted from the amount of your claim.

4. If this Section is to remain in force for more than one Period of Insurance our liability in respect of any one claim shall not be accumulated or increased and the aggregate liability during any number of Periods of Insurance and for any number of losses forming the basis of any one claim whether under this Section or any similar Policy in substitution for or substituted by this Policy shall not exceed the Sum Insured.

5. If at the time of any loss there shall be any other security guarantee or insurance existing covering the same loss we shall not be liable to pay or contribute more than our rateable proportion of any sums payable in respect of such loss.

6. Any sums recovered following a payment under the terms of this Section shall be distributed in the following order;

7. first to you in respect of the amount by which your own loss exceeds the Sum Insured as stated in the Schedule;

8. second to us in reduction of our total outlay;

9. third to you in respect of the amount of your retained liability (the amount of the Excess) if any.

Only applicable if stated as 'Insured' in the Policy Schedule:

SECTION 10 – PERSONAL ACCIDENT INSURANCE

DEFINITIONS – for this section only

Air Travel means being in or boarding an aircraft for the purpose of flying or alighting therefrom following a flight.

Benefit means the money that we will pay to you as ascertained in accordance with this Policy and as stated on the Schedule entitled Table of Benefits

Bodily Injury means bodily injury which:

a. is caused by an accident including the direct result of abnormal exposure to the elements but not Illness, disease or any naturally occurring conditions or degenerative process;

b. solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions death or disablement within twelve calendar months from the date of the accident.

Diagnosis means the identification of Illness from examination of symptoms by a qualified medical practitioner.

Exposure means the direct result of abnormal and unavoidable exposure to the elements.

Illness means a disease or condition contracted by an insured person not being a naturally occurring condition.

Insured Event means the events stated in the Table in this Section.

Insured Persons for the purposes of this Section 10 means those persons or group of persons as identified in the Schedule.

Loss of Limb means loss by physical separation of a hand at or above the wrist or a foot at or above the ankle or total and permanent irrecoverable loss of use of hand, arm, foot or leg.

Maximum Benefit Period means the period as stated in the Schedule during which we will pay benefit to you.

Medical Expenses means expenses necessarily incurred for medical, hospital, surgical, manipulative massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

Occupation means the occupation or profession of the Insured Person or group of Persons referred to in the Schedule.

Permanent Total Disablement means disablement which entirely prevents the Injured Person from attending to any business or occupation of any kind and which having lasted twelve calendar months is beyond hope of improvement.

Temporary Partial Disablement means disablement which prevents the Injured Person from attending to a substantial part of his/her business or occupation.

Temporary Total Disablement means disablement which entirely prevents the Injured Person from attending to his/her business or occupation of any and every kind.

1. COVER

Subject to the Conditions Precedent, limitations, terms and exclusions of the Policy we will cover an Insured Person should he or she during the Period of Insurance and whilst within the Geographical Limit and whilst employed by you in or about their duties declared or whilst assisting in the specific duties declared:

1.1 sustain Bodily Injury;

1.2 disappear in circumstances where accidental death may be reasonably presumed;

1.3 sustain Exposure;

1.4 suffer Illness which is first diagnosed during the Period of Insurance preventing the Insured Persons from working in the Occupation.

2. EXCLUSIONS

We do not cover death, disablement or Illness directly or indirectly resulting from or consequent upon:

2.1 the Insured Person carrying out the duties detailed in the schedule participating in:

2.1.1 naval, military or air force service or operations;

2.1.2 winter sports (other than skating or curling);

2.1.3 skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing or driving or riding in any kind of race or competition (except in respect of sail boats);

2.1.4 driving or riding on motor cycles or the like other than mopeds with alternative means for propulsion by pedals;

2.1.5 the Insured Person carrying out the duties detailed in the Schedule engaging in Air Travel, except as a passenger in a properly licenced multi-engined aircraft being operated by a licenced commercial air carrier or owned and operated by a commercial concern;

2.1.6 suicide or attempted suicide or intentional self-injury or the Insured Person carrying out the duties detailed in the Schedule being in a state of insanity;

2.1.7 deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person carrying out the duties detailed in the Schedule being under the influence of alcohol or drugs;

2.1.8 the effects of alcohol or drugs (other than prescribed by a doctor);

2.1.9 gliding, hand gliding, parachuting or sky diving, parasailing or similar aerial activities;

2.1.10 playing football of any type including rugby and hockey;

2.1.11 horse racing, steeple chasing, hunting, show jumping, eventing or participating in hunter trials;

2.1.12 water skiing, aqua lung diving, canoeing, power boat racing;

2.1.13 boxing or wrestling;

2.1.14 judo, karate or other martial arts;

2.1.15 pot holing;

2.1.16 speed or time trials.

2.2 We will not pay compensation for Bodily injury or Illness directly or indirectly caused by:

2.2.1 the Insured Person suffering from any disability due to a gradually operating cause;

2.2.2 the Insured Person's own criminal act;

2.2.3 being or having been pregnant, suffering a miscarriage or undergoing an abortion or childbirth;

2.2.4 using in pursuance of the Insured Persons duties power driven wood working machinery;

2.2.5 contracting a sexually transmitted disease or acquired immune deficiency syndrome;

2.2.6 suffering from any known persisting defect or infirmity at the commencement of the Policy Period;

2.2.7 from treatment for drug addiction.

2.3 We do not cover the Injured Person for Bodily Injury or Illness unless:

2.3.1 it necessitates treatment by a registered practitioner except in the case of death or disappearance;

2.3.2 the Bodily Injury or Illness for which claim is made operates solely directly and independently of any other cause;

2.3.3 it completely and continuously prevents the Insured Person from engaging in his/her Occupation;

2.3.4 in respect of Illness, it is contracted in Europe, USA, Canada, South Africa, Australia or New Zealand;

2.3.5 he or she is engaged in the Occupation shown on the Schedule.

2.4 We do not cover any person aged 65 years or above, without our prior agreement when we shall require medical evidence of the fitness and ability of such person to undertake the duties to be allocated to them.

3. CONDITIONS PRECEDENT TO PAYMENT OF CLAIMS UNDER THIS SECTION

PRE-EXISTING DISABILITY OR CONDITIONS

3.1 If the consequences of an accident shall be aggravated by any pre-existing physical disability or conditions of the Insured Person the amount of compensation payable under this Insurance shall be the amount which it is reasonably considered would have been payable had there been no pre-existing disability or condition.

Procedures in Event of Claim

3.2 In the event of an accident the Person Insured must as early as possible place himself themselves under the care of a duly qualified medical practitioner. Immediate notice must be given to us in the event of the death of an Insured Person resulting from an accident. In no case will we be liable to pay compensation unless the medical advisers appointed by us for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person insured.

4. AMOUNT PAYABLE

ACCIDENT 1. We will pay in respect of Bodily Injury to the Insured Persons(s) the amount of Benefit shown in Table 1 below multiplied by the number of units shown on the Schedule or as agreed with us.

TABLE 1 – ACCIDENTS

INSURED EVENT			ONE UNIT OF BENEFIT
1.	Death		£ 20,000
2.	2.1	Total and permanent loss of use of one or more limbs, hands or feet	£ 20,000
	2.2	Total and permanent loss of sight of one or both eyes	£ 20,000
	2.3	Total and permanent loss of hearing	£ 20,000
	2.4	Total and permanent loss of speech	£ 20,000
3.	Permanent total inability to attend to the Occupation		£ 20,000
4.	Temporary total inability to attend to the Occupation - per week and **only payable for 104 weeks unless otherwise stated on the Schedule**		£ 200
5.	Temporary partial inability to attend to the Occupation - per week and **only payable for 104 weeks unless otherwise stated on the Schedule**		£ 100
6.	Loss by physical severance of two or more joints of:		
	6.1	a thumb or index finger - each	£ 5,000
	6.2	any other finger - each	£ 2,000
7.	The cost of medical, surgical, hospital or optical treatment or appliances given or prescribed by a qualified member of the medical profession and all nursing home and ambulance charges necessarily incurred as a direct result of an Insured Event in respect of which Benefit is paid under Events 1 - 6 above		£ 10,000

PROVIDED THAT

1. Benefit will not be payable under either Insured Event 4 or 5 for the Excluded Period as shown in the Schedule which will commence on the date of the Insured Event.

2. Other than under Insured Event 3 we will not pay Benefit unless death, loss or disablement occurs within twelve months of the date of the Bodily Injury.

3. Benefit will only be payable under Insured Event 3 after payment under Insured Events 4 and/or 5 has continued for a total period of 104 weeks and/or when we are satisfied that permanent and total inability from engaging in or giving attention to the Occupation will continue for the remainder of the Insured Person’s life. Once payment is made under Insured Event 3, no further payments will be made under Insured Events 4 or 5.

4. Benefit will not be payable under more than one of:

4.1 Insured Events 2.1, 2.2, 2.3 and 2.4; or

4.2 Insured Events 1 to 6 inclusive in respect of the same Bodily Injury, except under Insured Event 3 and 4, or 4 and 5.

5. Insured Events 4 and 5 will not be payable concurrently nor for more than 104 weeks in total for any one Insured Event. Insured Events 4 and 5 will not be payable unless the Insured Person is in full time, gainful employment at the time of the Insured Event, other than to the extent of reasonable out of pocket expenses necessarily incurred by the Insured Person during a period of temporary total disablement, not exceeding £200.00 per week and £5000.00 in all.

6. The total amount of Benefit payable under Insured Events 6.1 and 6.2, will not exceed the amount insured by Insured Event 2.1 in respect of any one Bodily Injury.

7. Where a claim is made for disappearance of the Insured Person, Benefit under Insured Event 1 will not be payable until at least one year from the date of disappearance. The Insured or his personal representatives will furnish such security as we may reasonably require guaranteeing the repayment to us of the amount of Benefit for Insured Event 1 should it subsequently transpire that accidental death did not occur.

8. We will stop paying benefit for Insured Events 4 or 5 as soon as the Insured Person recommences the Occupation.

ILLNESS We will pay in respect of Illness of the Insured Person the amount of Benefit shown in Table 2 below multiplied by the number of units shown on the Schedule.

TABLE 2 – ILLNESS

INSURED EVENT	ONE UNIT OF BENEFIT
Temporary Total inability to attend to the Occupation per week and **only payable for 104 weeks unless otherwise stated in the Schedule**	£ 200

PROVIDED THAT

1. Benefit will not be payable for the Excluded Period as shown on the Schedule which will commence on the date of the Insured Event.

2. We will stop paying Benefit as soon as the Insured Person recommences the Occupation.

3. We will not pay Benefit under both Table 1 and Table 2 concurrently.

4. Benefit will not be payable under this Table 2 unless the disablement occurs within twelve months of the date of the Diagnosis of the Illness.

5. PERIODICAL PAYMENTS

You may request us to make payments periodically where disablement continues for more than one calendar month, such payments to be made at intervals of not less than 4 weeks.

6. LIMIT OF WEEKLY BENEFIT

We will not pay any amount exceeding 75% of gross earnings of the Insured Person at the time of the Insured Event and calculated proportionally in respect of the period of disablement where we pay any sum under Insured Event 4 or 5 of Table 1 or under Table 2.

SECTION 11 – BOAT INSURANCE

Only applicable if stated as 'Insured' in the Policy Schedule:

DEFINITIONS – for this section only

Cruising Area means the area noted on the Schedule.

1. COVER

Subject to the Conditions Precedent, limitations, terms and exclusions of the Policy we cover you for physical loss of or damage by reason as stated in this Schedule to the Items described in the Schedule whilst within the Cruising Area or as may be otherwise agreed in writing.

A. SUB SECTION 1 (LOSS OF OR DAMAGE TO THE INSURED PROPERTY)

In the event of loss of or damage to an Item due to external accidental means, theft or malicious persons within the Cruising Area shown in the Schedule we will at our option repair reinstate or replace the Item or any part thereof or pay the amount of the loss or damage subject to the following limitations:

(a) In the event of total or constructive loss where repair or recovery costs exceed the Sum Insured of the Item insured as shown in the Schedule we shall pay the Sum Insured.

(b) In the event of partial loss or damage we shall pay the reasonable cost of repairing or reinstating the lost or damaged part and the necessary expenses connected therewith (no reduction being made for new materials replacing old) but not exceeding the Sum Insured.

2. EXCLUSIONS

We shall not be liable under this Section for loss or damage:

2.1 directly or indirectly:

2.1.1 caused by vermin, wear and tear, depreciation and deterioration

2.1.2 caused by insects, marine borers, barnacles, marine growth, vermin, fungi or molluscs;

2.1.3 to moorings;

2.1.4 to masts, spars, sails and rigging of an Item more than 16 feet in length overall whilst the Item is engaged in racing other than loss or damage to such items caused by collision of the Item with any external substance including ice;

2.1.5 from theft of fittings and equipment unless following the use of force and violence;

2.1.6 from theft of outboard motors whilst attached to an insured Item unless it is securely locked to the Item by an anti-theft device in addition to its normal method of attachment;

2.1.7 from theft of detached outboard motors unless the loss follows the use of force and violence and is from enclosed and secure premises;

2.1.8 to an Item exceeding 30 feet in length whilst in transit by road or rail;

2.1.9 for the cost of repairing or replacing any defective part condemned solely in consequence of a latent defect or error in design or construction;

2.1.10 to the Item unless being used specifically for club or training centre related activity;

2.1.11 for corrosion, rot, rust, mildew, dampness or weathering;

2.1.12 for electrolysis or corrosion;

2.1.13 for civil, criminal or administrative proceedings, action by customs officers or executive action of a government or government department unless arising out of an event which is covered by this Policy.

2.2 to an Item's machinery unless caused by:

2.2.1 accidental incursion of water into the Item but not the engine alone;

2.2.2 the stranding or sinking of the Item or the Item being on fire;

2.2.3 impact between the Item and any substance including ice (but not water);

2.2.4 theft or malicious persons

3. WINTER REMOVAL CONDITION PRECEDENT

It is a Condition Precedent that all Items in the Schedule are removed from the water whilst not in use and in any event at the end of every day during the period 1st November to 31st March unless we agree otherwise in writing.

B. SUB SECTION 2 (MARINE PUBLIC LIABILITY)

DEFINITIONS – for this sub-section (Marine Public Liability) only

Costs and Expenses means;

1. Any claimant's legal costs for which you are legally liable; and

2. All costs and expenses incurred with our written consent; and

3. All solicitor's fees for legal representation at:

(a) any Coroner's Inquest or Fatal Accident Inquiry or

(b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty in connection with any event which is or may be the subject of indemnity under this Section.

1. COVER

We will indemnify you for all sums which you shall become legally liable to pay as compensation in respect of:

1.1 accidental injury to any person;

1.2 accidental loss of or damage to property belonging to others

arising out of ownership, supply or use of an Item insured under Sub-Section 1 of this Section which occurs during the Period of Insurance and within the Cruising Area.

In addition we will indemnify you against Costs and Expenses.

2. LIMIT OF LIABILITY

Our liability under this Sub Section for all compensation payable by us to any Claimant or number of Claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Sum Insured as stated in the Schedule and in addition Costs and Expenses.

3. INDEMNITY TO PERSONAL REPRESENTATIVES

In the event of the death of any person entitled to indemnity we will indemnify their personal representatives subject to the terms and conditions which applied to such person.

Extensions – Automatically Included

The indemnity provided by the sub-section extends subject to the Conditions Precedent, limitations and Conditions herein to apply in respect of any person navigating or in charge of the Item with your permission.

4. EXCLUSIONS (APPLICABLE TO SUB SECTIONS 1 & 2)

We will not indemnify you under this Section in respect of:

4.1 Injury to any Employee where such injury arises out of and in the course of their employment by you.

4.2 Loss of or damage to property not stated in the Schedule to this Section:

4.2.1 Belonging to you;

4.2.2 hired or loaned to you.

4.3 Liability for which compulsory insurance or security is required by any Road Traffic Act or similar legislation.

4.4 Liability which is insured by the Public Liability Section of this Policy.

4.5 Any Excess (in respect of loss of or damage to property as stated in the Schedule).

4.6 Liability which attaches solely by virtue of an agreement which would not have attached in the absence of such agreement.

4.7 Liability of any person employed under a contract in connection with any Item insured under this Section other than a captain or crew employed by you.

4.8 An employee of or an operator of a marina slipway, shipyard or similar organisation other than you.

4.9 Unless agreed in writing by us, liability of or to any person engaged in any sport which involves being towed by the Vessel.

4.10 Liability of or to any person while engaged in snorkelling, diving or other underwater sport including whilst disembarking or boarding other than in respect of collision between an Item and such person

4.11 Liability caused or contributed to or by recklessness or wilful misconduct on the behalf of any person who is insured or entitled to an indemnity under this Policy.

4.12 Any Item whilst let out on charter or hire other than to members of the insured club unless we have agreed in writing.

4.13 EXCLUSIONS APPLICABLE TO SECTION 2 ONLY

4.13.1 Trailers becoming detached from the towing vehicle.

4.13.2 An accident occurring on a highway or public or private place whilst the trailer is attached to the towing vehicle.

5. PRIVILEGES & EXTENSIONS AUTOMATICALLY INCLUDED

The indemnity provided by the sub-section extends subject to the Conditions Precedent, limitations and Conditions herein to apply in respect of any person navigating or in charge of the Item with your permission.

5.1 Capital Additions

We will provide cover for all new purchases and acquisitions up to a maximum of £5,000 in respect of any one Item for a maximum of 14 days from the date of purchase prior to written notification to us.

5.2 Personal Use of Boats and Equipment – Training Centre's Only

Principal's and Directors of an Insured are permitted to use an Item being a boat or boats equipment for personal pleasure purposes, outside of normal Business activity, excluding Water skiing unless prior agreement is reached with us.

5.3 Salvage and Protection

In the case of misfortune to an Item you or any person acting on your behalf may take steps to safeguard the Item and to effect immediately necessary repairs to it, without prejudice to this insurance. All charges thereof including salvage charges, the cost of towing or removing the Item to a place of safety, and of the attempted or actual raising, removal or destruction of the wreck of the Item properly, so incurred shall form part of the claim, provided that you forward at once to us, a detailed estimate from a competent firm of any immediately necessary repairs, together with full particulars of the accident and it is expected that no acts by us, or you, in recovering saving or preserving the property shall be considered as a waiver or acceptance of abandonment.5.4 Medical Expenses. We will refund any doctors fees (up to an amount not exceeding £1,000) for attendance upon you or a person using an item or his/her spouse if either shall sustain personal injuries by violent accidental external and visible means as a direct result of the Item sinking or being in collision.

5.4 Medical Expenses

We will refund any Doctors fees (up to an amount not exceeding £1,000) for attendance upon you or a person using an item or his/her spouse if either shall sustain personal injuries by violent accidental external and visible means as a direct result of the item sinking or being in collision.

5.5 Sister Ship Clause

Should any Item come into collision with or receive salvage services from another craft belonging wholly or in part to you, or under the same management, you shall have the same rights under this Policy as you would have were the other craft entirely the property of owners not interested in the Item but in such cases the liability for the collision shall be referred to a sole arbitrator to be agreed between us.

5.6 Stranding

We shall pay for the expense of sighting the bottom after stranding if reasonably incurred whether the Item be found to be damaged or not.

5.7 Legal Expenses

We will be responsible for all expenses properly incurred by the Insured in connection with the

Marine Accident Investigation Branch Department of Trade and Industry Inquiries, Coroner's Inquest and costs incurred with our consent.

5.8 Cruising Limit Extension Clause

This insurance extends to apply whilst the Item is being used in inland and/or coastal waters of the Continent of Europe for a period not exceeding 30 days in any Period of Insurance.

6. SPECIAL CLAUSES

Speed Boat and Speed Cruiser Clause (Applicable to Sub-Sections 1 and 2)

(This clause applies automatically to all Items whose maximum designed speed exceeds 20 miles per hour 17 knots).

We do not cover unless otherwise agreed in writing:

6.1 Accidents occurring whilst the Item is participating in racing or speed tests.

6.2 Liability to or incurred by any person engaged in water skiing, aquaplaning or similar sport while being towed by the Item.

7 Member to Member Clause (Applicable to Sub Section 2)

Where applicable and solely for the purpose of this Sub-section, the "Insured" stated in the Schedule shall include any committee member, member for the time being, officer, director, trustee and employee:

As a consequence we will indemnify all such parties as though a separate policy had been issued to each of them provided that:

7.1 each party indemnified observes, fulfils and is subject to the Conditions Precedent, terms, limitations and conditions of this Policy.

7.2 the total indemnity afforded to all such parties shall not exceed the overall Sum Insured as stated on the Schedule.

Conditions Precedent

General nature of a Condition Precedent	A condition of the Policy with which you must comply if we are to be liable in respect of any claim by you for loss, damage or liability.
Alterations of deletion of conditions and limitations	If you give us prior notice in writing that you wish to alter or delete a Condition Precedent or a Limitation we may, in our discretion, and upon payment of any additional premium required, agree in writing such alteration or deletion.
Cruising Limit	We will not insure you or the Item whilst the Item is outside the Cruising Area as stated on the Schedule.

Signed on behalf of Zurich Insurance Company Ltd (Authorised Insurer).

Tim Bailey, Chief Executive Officer of Zurich Insurance Company Ltd, UK Branch