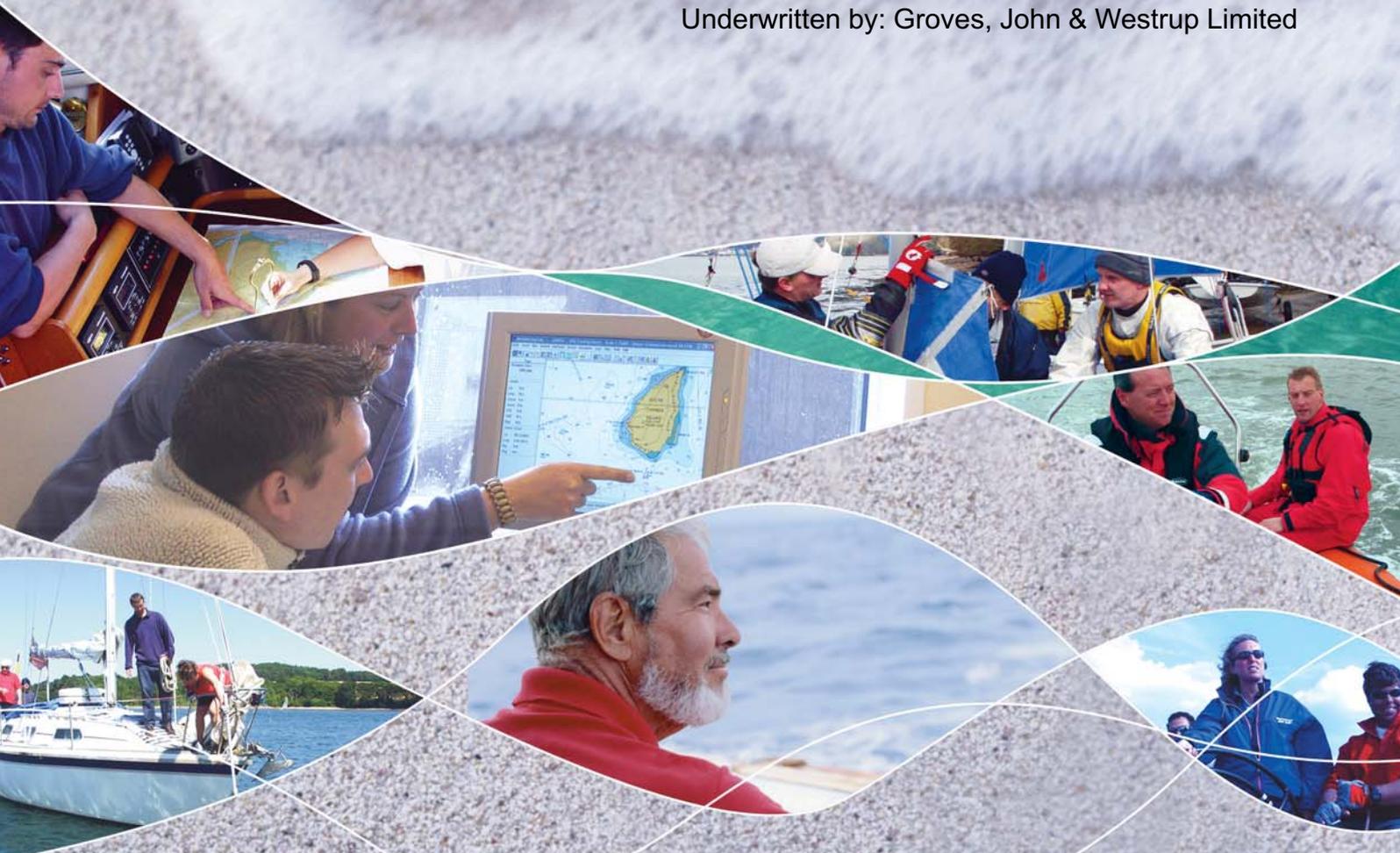


# RYA Club, Training Centre and Affiliated Organisations Insurance Scheme

Underwritten by: Groves, John & Westrup Limited





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## A INTRODUCTION

- 1 Your Policy and Schedule form a legally binding contract between us, Watkins Syndicate at Lloyd's, through Groves John & Westrup Limited and you, the Insured named in the Schedule.
- 2 GJW Direct is a trading name of Groves John and Westrup Limited and together with the Watkins Syndicate at Lloyd's are members of the Munich Re Group. Any correspondence with us should be directed to Groves, John & Westrup Limited whose address is:
 

Silkhouse Court,  
Tithebarn Street,  
Liverpool L2 2QW  
Telephone: 0151 473 8000  
Facsimile 0870 051 7968  
Email insure@gjwltld.co.uk.
- 3 Groves John & Westrup Ltd are authorised and regulated by the Financial Services Authority Firm membership number 310496.
- 4 All correspondence about this Policy should be addressed to your broker
- 5 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 your broker.
- 6 This contract has been based on the answers you gave us on your proposal and the Declaration you signed. You must tell us of any change in this information as soon as possible since failure to do so could invalidate your Policy. You should not wait until the next renewal date.
- 7 You are responsible to your Broker for the payment of the Premium. We insure you under those Sections shown as included in the Schedule subject to the Warranties and Conditions, Conditions Precedent and other Terms of the Policy during any Period of Insurance.
- 8 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 then subject to the Consumer Credit Act 1974 you will be given written notice giving 10 days in which to remedy the default prior to your Policy and the Credit Agreement being cancelled, the Policy being cancelled from the date when the payment became due.
- 9 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

If for any reason you are dissatisfied with our service you may state your complaint in writing, marking the letter "For the attention of the Managing Director". We aim to resolve your complaint within 5 working days but if we are unable to do so we will acknowledge receipt of your complaint within that period. If the complaint cannot be resolved amicably you have the right to refer your complaint to the Complaints and Advisory Department at Lloyd's of London, One Lime Street, London EC3M 7HA.

Under the terms of the Financial Services Ombudsman Scheme we must:

- (i) reply to you within four weeks; and
- (ii) resolve your complaint within eight weeks.

Failing satisfaction, if you are a private policy holder or a business with a turnover of less than £1 million or a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million and are resident in England, Scotland, Wales or Northern Ireland, you may then approach the Financial Services Ombudsman whose address is:

South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR  
Telephone: 0845 080 1800  
Facsimile 0207 964 1001  
Email complaint@theiob.org.uk

The Financial Services Ombudsman will advise whether he is able to deal with your complaint. This is in addition to any other action you may subsequently wish to take including legal action. An application to the Financial Services Ombudsman must be made within six months of being notified of our final decision about your complaint.

## 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:
  - (i) if you are applying for insurance protection as a private individual, 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
  - (ii) 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
  - (iii) if the above does not apply, the law of England and Wales.

## D DATA PROTECTION ACT 1998

To enable us to provide a fast and efficient service to our clients we operate a new centralised database of all information relating to your Policy, including information provided to us on your Proposal Form, information contained within the schedule of insurance, policy periods and renewal dates, together with any correspondence that we might exchange. Under the Data Protection Act 1998 we need to obtain your consent to holding this information on our system. If we should need to store any additional information we will of course approach you first to obtain your permission. The information we use for underwriting purposes and in the unfortunate event of a claim. We may also disclose your information to agents and service providers appointed by us, such as HLL, loss adjusters, market research and quality assurance companies. We may also share this information with Watkins Syndicate at Lloyd's. You have signified whether or not you are agreeable to this on the Proposal Form and we will of course follow your requests in that respect. If you have any objections to us holding your information either in full or in part or wish to obtain details of any information we are currently holding on you, please let us know immediately or telephone our Data Protection Manager, M J Pope on 0151 473 8000. Groves, John & Westrup are a Lloyd's Service Company and in matters of claims act on behalf of the Watkins syndicate.

## E 24 HOUR EMERGENCY CLAIMS HELPLINE

To assist you in respect of any events that may give rise to a claim under this Policy, we have dedicated Chartered Loss Adjusters to assist you and in the event of any serious loss or damage outside of our normal business hours, you should contact those Chartered Loss Adjusters who are:

Crawford & Company Adjusters (UK) Limited  
North House  
17 North John Street  
Liverpool L2 5QW

In the event of any doubt, Crawford & Company Adjusters (UK) Limited have a dedicated telephone number 0870 094 9408.

The principal person for your account is:

Michael Davy ACII, FCILA - Director.

## F GENERAL DEFINITIONS

applying to all sections of this Policy

### The Insurers

Watkins Syndicate at Lloyd's

### The Insured

As stated in the Schedule

### Employee

- (a) Any person under a contract of service or apprenticeship with the Insured
- (b) For the purpose of this insurance
  - (i) labour masters and persons supplied by them
  - (ii) persons employed by labour only sub-contractors
  - (iii) persons offering their services on a labour only basis
  - (iv) self-employed persons
  - (v) persons hired to or borrowed by the Insured
  - (vi) persons undertaking study or work experience or youth training scheme working for the Insured in connection with the Business described in the schedule shall be deemed to be employed by the Insured under a contract of service or apprenticeship

### The Premises

The location as stated in the Schedule

### Property

Shall mean material property

### Buildings

The buildings of the described premises including:

- (i) landlords fixtures and fittings
- (ii) telephone, gas, water, electric and other instruments, meters, piping, cabling and the like, and the accessories thereof (including similar property or contents insured by the respective items of this insurance) all the property of the Insured or of suppliers or others for which the insured are responsible
- (iii) walls, gates and fences around and pertaining thereto

### Injury

Death bodily injury illness or disease.

### Damage

Shall include "loss".

### Agents

Any individual, organisation or company acting on behalf of or undertaking duties for the insured

## G GENERAL POLICY CONDITIONS

### 1. Identification

The Policy, Schedule, Section B) 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. Observance and Fulfilment of Terms and Conditions

The due observance and fulfilment of the terms and conditions of this insurance in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in any proposal shall be conditions precedent to any liability of the Insurers to make any payment under this Insurance.

### 3. Claims Conditions Action by the Insured

Any loss, accident, damage or injury which could result in a claim must be reported to the Insurers in writing as soon as possible. The Insured agrees at all times to provide, without expenses to the Insurers all proofs, certificates, evidence, information or assistance which they may reasonably require. In the event of loss or damage by theft or dishonesty immediate notice must be given to the police.

Every letter, writ or other documents in connection with any claim against the Insured must be sent to the Insurers immediately.

No admission of liability or promise of payment may be made without the written consent of the Insurers. The Insured shall use due diligence and best endeavours to minimise any loss.

### 4. Fraud

Any fraud, mis-statement or concealment in the proposal, making of a claim or otherwise howsoever shall render this insurance policy void and all claims hereunder shall be forfeited.

### 5. Average

Wherever a sum insured is declared to be subject to Average, if the property covered by this Policy shall at the commencement of any loss, destruction or damage hereby insured against be collectively of greater value than such sum insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

### 6. Contribution

If at the time of the happening 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 indemnity to the Insured for such loss or destruction or damage or liability whether effected by the Insured or not then the liability of the Insurers shall be limited to its rateable proportion thereof.

### 7. Rights of the Insurers

The Insurers reserve the right to take over and conduct the defence or settlement of any claim at their discretion in the name of the Insured or otherwise.

### 8. Subrogation

Any claimant under this Policy shall at the request and the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon its paying for or making good any loss or destruction or damage, accident or injury under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Insurers.

## 9. Statutory Requirements, Maintenance and Reasonable Precautions

The Insured will take all reasonable steps to prevent accidents and disease and will comply with all statutory duties, to safeguard from loss or damage and to maintain in efficient condition and good repair any property insured by this Policy.

Protections provided for the safety of property or prevention of loss shall be maintained in good working order and operation at all times. These shall not be withdrawn without the approval of the Insurers.

## 10. Cancellation

This insurance may be cancelled completely or in part by the Insured at any time upon written notice or surrender of the Document. The Insurers will return one twelfth of the premium for every complete month of insurance remaining less a standard sum of £5 from the resultant figure.

Cancellation may also be effected by the Insurers upon them giving not less than 7 days notice by registered letter to the last known address of the Insured. The Insurers will return one twelfth of the premium for every complete month of insurance remaining.

## 11. Assignment

Assignment or transfer of this insurance shall not be valid except with the prior written consent of the Insurers.

## 12. Business of the Insured

The business of the Insured is as stated in the Schedule and no other for the purpose of the insurance.

# H GENERAL POLICY EXCLUSIONS

## 1. War

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

- (i) 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
- (ii) nationalisation confiscation requisition seizure or destruction by the Government or any public authority
- (iii) any action taken in controlling preventing or suppressing or in any way relating to (i) or (ii) above

Provided (i) (ii) or (iii) shall not apply to

- Employer's Liability
- and (ii) shall not apply to
- Public and/or Products Liability
- Personal Accident
- Business Travel
- Sickness

when insured by this policy

## 2. Terrorism

2.1 Physical loss or damage, legal liability, or any consequential loss or any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:

- 2.1.1 by terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism except as may be stated in the Special Provision - Terrorism below.
- 2.1.2 Terrorism is defined as any act or acts including but not limited to:

the use or threat of force and/or violence; and/or

2.1.2.1 harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused by or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes;

- 2.1.3 where in any action, suit or other proceedings where we allege that by reason of this definition and this exclusion any damage is not covered by the Policy, or is covered up to a specific limit of liability, the burden of proving that such damage is covered, or is covered beyond the limit of liability shall be upon you.

2.2 In Northern Ireland by:

- 2.2.1 riot (as defined by the common law or legislature as applying in Northern Ireland), civil commotion and (except in respect of damage by fire or explosion) strikes, locked out workers or persons taking part in labour disturbances or malicious persons but not in respect of:

2.2.1.1 Employers Liability;

2.2.1.2 Public and/or Products Liability;

2.2.1.3 Personal Accident;

2.2.1.4 Sickness;

when such risks are insured by this Policy;

- 2.2.2 terrorism as above defined;

- 2.2.3 where in any action, suit or other proceedings we allege that by reason of this definition and this exclusion, any damage is not covered by the Policy, or is covered only up to a specific limit of liability, the burden of proving that such damage is covered, or is covered beyond the limit of liability shall be upon you.

## Special Provision - Terrorism

Subject to the Warranties and other terms of this Policy when any of the following items (including any extension issued at any time in connection with those items) are insured by this Policy:

- Property Damage;
- Business Interruption;
- Outstanding Debit Balance (Book Debts);

the exclusion 2.1 above shall not apply to those items in respect of loss, destruction or damage or consequential loss resulting from loss, destruction or damage in England, Wales, Scotland, the Channel Islands and the Isle of Man by any of the contingencies insured by this policy;

provided that for the purposes of the Special Provision - Terrorism:

1. the Exclusion 2.1 above and 2.2. above shall apply in respect of harm or damage to life or property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means and/or cyber attack; and
2. the limit of liability in respect of all losses arising out of any one occurrence and in aggregate in any one Period of Insurance shall not exceed the lesser of:
  - (i) the total(s) of any limit(s) of liability or sum(s) insured stated in the Schedule;
  - or
  - (ii) in respect of buildings of blocks of flats and private dwellinghouses not insured in the name of a private individual (other than a trustee or sole trader); £2,500,000

- (iii) in respect of rent and alternative accommodation of blocks of flats and private dwellinghouses not insured in the name of a private individual (other than a trustee or sole trader); £2,500,000
- (iv) in respect of lessor's contents of common parts within blocks of flats (excluding contents within flat units); £2,500,000
- (v) in respect of buildings other than blocks of flats and private dwellinghouses not insured in the name of a private individual (other than a trustee or sole trader); £100,000
- (vi) in respect of contents other than in respect of lessor's contents of common parts within blocks of flats (including contents within flat units); £100,000
- (vii) in respect of Business Interruption other than in respect of rent and alternative accommodation of blocks of flats and private dwellinghouses not insured in the name of a private individual (other than a trustee or sole trader); £100,000
- (vii) in respect of outstanding debit balances; £100,000.

For the purposes of this Special Provision blocks of flats and private dwellinghouses shall mean land and buildings comprising self-contained dwelling unit(s) but excluding dwelling unit(s) used in connection with a commercial or industrial property.

For the purposes of this Special Provision where a block of flats is partly used for retail or other commercial purposes and at least 80% is occupied residentially the upper limits in (ii) (iii) and (iv) above shall apply to the residential portion and the upper limits in (v) and (vi) above shall apply to the remainder. If less than 80% is occupied residentially the upper limits in (v) and (vi) above apply overall.

- 3. Any provision in this Policy which provides for the automatic reinstatement of a Sum Insured or a limit of liability following loss shall not apply to losses to which this Special Provision applies.
- 4. When the Policy covers Employers Liability Exclusion 2.1. shall not apply to Employers Liability (other than Excess of Loss Employers Liability) but the Limit/Amount of Indemnity for the purposes of the Special Provision - Terrorism is limited to £5,000,000 including costs and expenses.
- 5. 5.1 When any of the following items are insured by this Policy:
  - 5.1.1 Personal Accident;
  - 5.1.2 Sickness.
- 5.2 Exclusion 5 shall not apply to those items provided that for the purposes of this Special Provisions 5 - Terrorism the amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of:
  - 5.2.1 any amounts payable or maximum accumulation as stated in the Schedule; or
  - 5.2.2 £1,000,000.

In the event of a claim exceeding the total amount payable under this clause 5 - the Insurers liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

### 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 ionising 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;

- |   |   |
|---|---|
| CHEMICAL,<br>BIOLOGICAL,<br>BIOCHEMICAL,<br>ELECTRO-<br>MAGNETIC AND<br>CYBER ATTACK<br>EXCLUSION | 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 this insurance inconsistent therewith."

### 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. Pollution

Physical loss or damage to any item caused by pollution or contamination or any cost or expense or any consequential loss resulting therefrom. This does not exclude destruction or damage to Property or business interruption resulting from destruction or damage to Property used by you at the Premises for the purpose of the Business, not otherwise excluded, caused by:

- 5.1 pollution or contamination which itself results from an Insured Peril; or
- 5.2 any Insured Peril which results from pollution or contamination.

### 6. 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:

- 6.1 the date change to the year 2000; or
- 6.2 any other date change; or
- 6.3 any change or modification of or to any such computer, computer system, computer software, programme or process of any electronic system in relation to any such date change.

### 7. Excluded Property

This Policy does not cover

- (a) Money, credit cards, securities of any description, jewellery, precious stones, precious metals, bullion bonds, furs, curiosities, rare books or works of art
  - (b) goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, explosives, or video tapes or cassettes for sale or hire
  - (c) property in transit
- unless specifically mentioned

## SECTION 1 – PROPERTY ALL RISKS INSURANCE

### This Section covers physical damage to property

#### Property Covered

All specified property the Insured's own or for which they are responsible.

#### Risks Covered

All risks of direct physical loss or damage occurring during the period of insurance.

#### Exclusions

This Section does not cover

- (a) Loss or damage caused by or arising from
  - 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 exclusions shall not apply to loss or damage caused by sprinkler leakage
  - 2 dishonesty on the part of the Insured, his employees or others to whom the property may be entrusted or delivered. But this exclusion shall not apply to common carriers
  - 3 inventory or stocktaking shortage or unexplained disappearance or discrepancy
  - 4 in respect of machinery - its own mechanical or electrical breakdown or derangement
- (b) Loss or damage to
  - 1 Computer systems' records, except as provided under the "All Other Contents" clause
  - 2 Any property more specifically insured by or on behalf of the Insured
- (c) In respect of moveable property, loss or damage caused by or arising from
  - 1 processing, renovating, repairing or faulty workmanship thereon but if fire or explosion ensures this exclusion shall not apply
  - 2 theft or exposure to weather conditions where such property is left in the open or not contained in locked buildings
- (d) Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by
  - 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 overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
  - 2 any of the perils listed in (1) above which itself results from pollution or contamination
- (e) loss or destruction or damage attributable solely to change in the water table level.
- (f) loss of destruction or damage to mechanically propelled vehicles but this exclusion shall not apply to such vehicles whilst in on or about the confines of the premises of the Insured.  
Notwithstanding the foregoing, the Insurers shall not be liable for

1. loss of or damage to any mechanically propelled vehicle which is in operation on the Public Highway in circumstances requiring insurance under any Road Traffic legislation or regulation
  2. loss of or damage to any mechanically propelled vehicle which is more specifically insured by any other policy or policies.
- (g) Loss or damage occurring while the buildings insured or containing the property insured is, to the knowledge of the Insured, vacant or unoccupied for more than thirty consecutive days.
  - (h) Loss of use or consequential loss, except loss of rent when such loss is insured under this Section.
  - (i) The sum(s) shown in the Excess Clause attaching to and forming part of the Schedule.

#### Sum Insured

The Insurers 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 nor for more than the smaller sum insured for certain items as stated in the Schedule.

#### Territorial Limits

The property at the Insured's Premises as stated in the Schedule.

#### Supplementary Clauses Applicable to the All Risks Section

##### 1. Reinstatement

It is hereby agreed that in the event of the Property Insured under this insurance being destroyed or damaged the basis upon which the amount payable is to be calculated shall be the reinstatement of the property lost destroyed or damaged subject to the following special provisions and subject also to the terms and conditions of the insurance except insofar as the same may be varied hereby.

For the purposes of the insurance under this clause "Reinstatement" shall mean:

The carrying out of the aftermentioned work namely

- (a) where property is lost or destroyed, the rebuilding of the property, if a building, or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new
- (b) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

##### Special Provisions

- (i) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurers not being thereby increased) must be commenced and carried out with reasonable despatch, otherwise no payment beyond the amount which would have been payable under the Insurance if this clause had not been incorporated therein shall be made.
- (ii) When any property insured under this clause is lost damaged or destroyed in part only the liability of the Insurers shall not exceed the sum representing the cost which Insurers could have been called upon to pay for reinstatement if such property had been wholly lost or destroyed.

- (iii) If at the time of replacement or reinstatement the sum representing 85% of the cost which would have been incurred in replacement or reinstatement if the whole of the Property Insured had been lost, destroyed or damaged exceeds the Sum Insured thereon at the commencement of any loss of, destruction of or damage to such property by any peril insured against by this insurance then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this Insurance to which this Clause applies shall be separately subject to the foregoing provision.
- (iv) No payment beyond the amount which would have been payable under the Insurance if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- (v) The provisions of this Clause shall not apply to:
  - (a) stock, merchandise, materials in trade or work in progress
  - (b) vehicles
  - (c) item Nos. 3, 4, 5, and 6 of this Section

## 2. Public Authorities

This Insurance includes such additional cost of reinstatement of the lost destroyed or damaged property hereby insured may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye Laws of any Municipal or Local Authority provided that:

- (i) The amount recoverable under this clause shall not include:
  - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye Laws
    - (i) in respect of loss destruction or damage occurring prior to the granting of this extension
    - (ii) in respect of loss destruction or damage not insured by this Insurance
    - (iii) under which notice has been served upon the Insured prior to the happening of the loss, destruction or damage
    - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this Insurance) of that portion of the property lost, destroyed or damaged,
  - (b) the additional cost that would have been required to make good the property lost, damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye Laws not arisen.
- (ii) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the loss destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations and Bye Laws so necessitate) subject to the liability of the Insurers under this clause not being thereby increased.

If the liability of the Insurers under any item of the Insurance apart from this extension shall be reduced by the application of any of the terms and conditions of the Insurance then the liability of the Insurers under this extension in respect of any such item shall be reduced in like proportion.

The total amount recoverable under any item of this Insurance shall not exceed the Sum Insured thereby.

## 3. Architects' Surveyors' Consulting Engineers' and Other Legal Fees

This Insurance includes architects' surveyors' consulting engineers' legal and other fees necessarily incurred by the Insured in the reinstatement of the Insured Property following upon destruction damage or loss insured hereby (but not any fees for the preparation of a claim or estimate of loss).

## 4. Debris Removal

This Insurance includes costs and expenses necessarily and reasonably incurred by the Insured with the consent of the Insurers in:

- (a) removing the debris of
- (b) dismantling and/or demolishing
- (c) shoring up or propping

the portion or portions of the Insured Property following loss, destruction or damage as insured hereby.

The Insurers will not pay for any costs or expenses:

- (1) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (2) arising from pollution or contamination of property not insured by this Policy.

## 5. Damage to Buildings

It is hereby understood and agreed that the All Risks Section is extended to indemnify the Insured against damage done to the Insured's premises or landlord's fixtures or fittings thereto, the Insured's own or for which the Insured is legally responsible as tenant, by thieves in the course of theft or attempted theft of the property insured, notwithstanding the fact that cover is not afforded hereunder in respect of Buildings provided that:

- (a) the liability of the Insurers shall not exceed the Total Sum Insured in respect of all loss or damage
- (b) this Insurance is not to be called upon in contribution and is only to pay any loss hereon if and so far as not recoverable under any other insurance.

Subject otherwise to the terms, conditions, limitations and exclusions contained herein.

## 6. Automatic Reinstatement of Sum Insured

In the event of loss or losses occurring under this Insurance it is hereby mutually agreed to reinstate the Sum Insured to its full amount from the time of the occurrence of such loss or losses until the expiry of the period of insurance in consideration of the payment of an additional premium if required by the Insurers calculated pro-rata on the premium agreed for the period but the Insurers liability shall not exceed in respect of any one claim the Sum Insured stated in the Schedule.

## 7. 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 the Insured's books.

## 8. Extensions

Except where specifically insured the buildings and/or contents of

- (a) outbuildings, annexes, gangways and conveniences
- (b) extensions, adjoining or communicating with main building(s) described therein are insured under the respective item(s) applying to the main building(s).

## 9. Capital Additions

The Insurance extends to include:

- (a) any newly acquired and/or newly erected buildings machinery and plant insofar as the same are not otherwise insured and
- (b) alterations additions and improvements to buildings machinery and plant but not in respect of any appreciation in value anywhere in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands provided that:
  - (1) at any one location this cover shall not exceed 10% of the total of the appropriate sums insured on buildings machinery and plant or £250,000 whichever is the less
  - (2) the Insured undertakes to advise the Insurers each half-year of such additional property and to pay the appropriate additional premium thereon from the date on which the said items become the Insured's responsibility
  - (3) following advice of such additional insurance the provisions of this Extension are fully reinstated.

## 10 All Other Contents

The Term "All Other Contents" is understood to include

- (a) money securities and stamps for an amount not exceeding £250;
- (b) 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 and not for the value of the Insured of the information contained therein;
- (c) patterns, models, moulds, plans and designs;
- (d) 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 to the Insured of the information contained therein for an amount not exceeding £10,000;
- (e) directors', employees', visitors', customers' and Members' personal effects and clothing for an amount not exceeding £250 each person

N.B. It is understood and agreed that the term "personal effects" where used in this Clause includes tools, instruments, pedal cycles and the like.

## 11. Temporary Removal

The property insured by this Insurance (other than stock in trade or merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. The amount recoverable under this extension in respect of any loss occurring elsewhere than at the said premises shall not exceed 10 per cent of the sum insured by the item after deducting therefrom the value of any building (exclusive of fixtures and fittings) stock in trade or merchandise insured thereby.

This extension does not apply to property if and so far as it is otherwise insured.

As regards losses occurring elsewhere than at the premises from which the property is temporarily removed this extension does not apply to

- (a) motor vehicles and motor chassis licensed for normal road use
- (b) property held by the Insured in trust other than machinery and plant.

## 12. Interest

The Insurers agree to note the interest of any party who have notified an interest in writing in the property insured the nature and extent of such interest to be disclosed in the event of loss, destruction or damage.

## 13. Workmen Clause

Workmen are allowed on the premises herein described for the purpose of carrying out building alterations and additions, repairs and decorations without prejudice to the Insurance hereunder.

## 14. Average

Each item insured hereunder is separately subject to the condition of average, that is to say, if the Property covered by any such item shall at the time of any loss, destruction or damage be of greater value than the Sum Insured in respect thereof the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured in respect of any such item bears to the total value of the Property covered by the said item.

## 15. Rent

(Applicable only if a sum insured is shown in the Schedule)

This insurance extends to include Rent not otherwise insured which the Insured is liable to pay or is entitled to receive in respect of any premises or part thereof which is unfit for occupation in consequence of loss, destruction or damage insured hereby.

The Insurers will not be liable for Rent unless the said Premises be destroyed by or so damaged by the perils insured against as to be rendered unfit for occupation, and then only for such proportion of the amount of the number of months' Rent, as specified in the Schedule, as may be equivalent to the time necessary for reinstating the destruction or damage sustained.

All the above Special Clauses are subject otherwise in all respects to the terms, conditions, limitations and exceptions contained in this Policy.

## 16. 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
- (b) the home of a club officer or official
- (c) the home of any authorised employee

or

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

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.

#### **17. Loss of Metered Water**

The Insurers agree to pay for charges the Insured is responsible for, if water is accidentally discharged from a metered water system providing service to the Premises up to a maximum of £5,000 for any one occurrence.

## SECTION 2 - LOSS OF REVENUE INSURANCE

### Loss Covered

Loss resulting from partial or total interruption to the Insured's Business due to loss or damage to property insured under the "All Risks" section of this insurance (or similar insurances specified in the Schedule), for which liability thereon has been admitted, occurring during the period of insurance.

### Amount of Indemnity

- (a) In respect of Loss of Revenue the sum by which the Revenue during the Indemnity Period shall in consequence of the Loss fall short of the Standard Revenue
- (b) In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Loss but not exceeding the amount of the reduction in Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Revenue as may cease or be reduced in consequence of the Loss. Provided that if the Sum Insured by this item be less than the Annual Revenue or a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months the amount payable shall be proportionately reduced.

### Definitions for this Section

#### Revenue

The money paid or payable to the Insured in respect of subscriptions, membership fees, entrance fees, visitors' fees, bar, refreshment and other takings less the cost of relative purchases.

#### Indemnity Period

The period beginning with the occurrence of the Loss and ending not later than the last day of the Indemnity Period selected by the Insured appearing in the Schedule during which the results of the Business shall be affected in consequence of the Loss

#### Annual Revenue

The Revenue during the Twelve months Immediately before the date of the Loss 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 Loss or which would have affected the Business had the Loss not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Loss would have been obtained during the relative period after the Loss

### Standard Revenue

The Revenue during the period in the twelve months immediately before the date of the Loss which corresponds with the Indemnity Period 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 Loss or which would have affected the Business had the Loss not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Loss would have been obtained during the relative period after the Loss

### Supplementary Clauses

#### 1. Professional Accountants Clause

- (a) Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurers for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such a report relates.
- (b) This item will indemnify the Insured in respect of the reasonable charges payable by the Insured to their professional accountants for producing any particulars or details contained in the Insured's books or documents or other such proofs, information or evidence as may be required by the Insurers and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the Section shall in no case exceed the total sum insured by the Section

#### 2. Payments on Account

Payments on account will be made to the Insured during the Indemnity Period if desired.

## SECTION 3 - LOSS OF LICENCE INSURANCE

This section covers Loss of Revenue

### Loss Covered

Loss resulting from partial or total interruption to the Insured's Business due to Loss of Licence, occurring during the period of insurance.

### Insurance

If during the Period of Insurance the renewal or transfer of a Licence to sell excisable liquors by retail shall be refused or such a Licence shall be forfeited suspended or withdrawn under the provisions of the appropriate legislation governing such Licences the Insurers will indemnify the Insured in respect of Loss as defined.

Provided always that if the Insured shall be entitled to obtain the payment of compensation under the provisions of any Act of Parliament in respect of the refusal to renew the Licence, no claim shall arise hereunder.

The Insurers will also pay costs and expenses incurred by the Insured with the written consent of the Insurers.

The liability of the Insurers shall not exceed the Limit of Indemnity, stated in the Schedule.

### Amount of Indemnity

- (a) In respect of Loss of Revenue: the sum by which the Revenue during the Indemnity Period shall in Consequence of the Loss of Licence fall short of the Standard Revenue
- (b) In respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Loss of Licence but not exceeding the amount of the reduction in Revenue thereby avoided.

Less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Revenue as may cease or be reduced in consequence of the Loss of Licence.

### Definitions

#### Revenue

The money paid or payable to the Insured in respect of subscriptions, membership fees, entrance fees, visitors' fees, bar, refreshment and other takings less the cost of relative purchases.

#### Indemnity Period

The period beginning with the occurrence of the Loss of Licence and ending not later than the last day of the Indemnity Period selected by the Insured appearing in the Schedule during which the results of the Business shall be affected in consequence of the Loss of Licence provided that if the Premises are disposed of within the Indemnity Period after the Loss of Licence the Indemnity Period shall terminate either:

- (a) upon disposal or
  - (b) 12 months after the Loss of Licence
- whichever is the later

#### Annual Revenue

The Revenue during the Twelve months Immediately before the date of the Loss 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 Loss or which would have affected the Business had the Loss not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Loss would have been obtained during the relative period after the Loss

### Standard Revenue

The Revenue during the period in the twelve months immediately before the date of the Loss which corresponds with the Indemnity Period 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 Loss or which would have affected the Business had the Loss not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Loss would have been obtained during the relative period after the Loss

### Exclusions

The Insurers shall not be liable in respect of Loss arising from

1. alteration after inception of this Policy of the law governing the grant, suspension, surrender, renewal, forfeiture, withdrawal or transfer of Licences
2. completing applications for the Licence by the Insured his landlord or other applicant whether a new tenant or not
3. (a) actual or proposed compulsory acquisition of any of the premises  
(b) any scheme of town or country planning improvement or redevelopment whether such loss be direct or indirect
4. The Insurers shall not be liable for the sum stated in the Excess Clause forming part of the Schedule.

### Due Diligence

The Insured 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.

### Conditions

1. The Insured shall give written notice to the Insurers within 24 hours 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 the knowledge of the Insured stating (as far as the Insured is able) the grounds on which any order was made or the particulars of such event and the Insurers shall be entitled to appeal in the name of the Insured 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. The Insured shall give all such assistance as the Insurers may require.
2. The Insured shall give written notice to the Insurers within 48 hours of receiving information whether oral or written that:
  - (a) any notice caution or complaint has been given or made against any 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
  - (b) 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.

3. As soon as practicable after the forfeiture withdrawal suspension or non-renewal of or refusal to transfer a Licence the Insured shall deliver to the Insurers a detailed statement of the loss with all such proofs and information as may reasonably be required together with (if required) a statutory declaration of the truth and accuracy of such statement. The Insured shall permit the Insurers to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure indemnity from any party in respect of anything covered by this Policy.
4. No alteration to any 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 the written consent of the Insurers.
5. The Insured shall exercise against the tenant, manager or occupier of any Premises and the Licence holder all rights powers and privileges which the Insured may be entitled to exercise to protect any Licence against loss or to protect the Interest of the Insured. The Insured shall make all such applications for a protection order and generally do all such acts or things which the Insured 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 the Insured 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.
6. In the event of the Licence holder absconding or misconducting himself in a manner likely to endanger the Licence the Insured shall promptly give written notice to the Insurers and do everything in his power to have the Licence transferred to a suitable and responsible person approved by the Insurers. In the event of the Licence holder becoming by any sickness or other infirmity personally unfit to hold the Licence he or his representatives shall immediately use his or their best endeavours to obtain a transfer or transfers to a suitable and responsible person approved by the Insurers 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. The Insured shall be bound to take all reasonable and necessary steps to ensure that the foregoing provisions are given effect.
7. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy all benefits thereunder shall be forfeited.
8. If at the time of the refusal to renew or transfer or of the forfeiture or withdrawal or suspension of any Licence there be any other insurance covering the same loss the Insurers shall not pay more than their rateable portion of any claim.
9. The Insurers 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 the Insurers to any person other than the Insured except a transferee approved by the Insurers which approval shall not be unreasonably withheld.

## **SECTION 4 - DETERIORATION OF STOCK INSURANCE**

### **Loss Covered**

This insurance is to indemnify the Insured in respect of Contents of the Insured's Cold Store(s) and/or Deep Freeze Cabinet(s) against deterioration and/or putrefaction 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 within the limits specified in the Schedule.

Provided that the liability of the Insurers shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured by this insurance or other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurers.

### **Definition**

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.

### **Conditions**

1. If the property insured by this Insurance shall at the time of any loss be of greater value than the Sum Insured hereunder, the Insured shall only be entitled to recover such proportion of the said loss as the Sum Insured bears to the total value of the said property
2. It is a condition precedent to all liability of the Insurers hereunder that all cabinets must be regularly maintained under contract by recognised refrigeration engineers or the Manufacturers.

### **Exclusions**

The Insurers shall not be liable for

1. loss of destruction of or damage to the insured property 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
2. loss of destruction of or damage to the insured property 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.

## SECTION 5 – CUPS TROPHIES AND SPECIFIED ITEMS

### Loss covered

IT IS HEREBY AGREED that if at any time during the Period of Insurance any of the property described in the Schedule and belonging to the Insured or for which the Insured is responsible shall be lost or damaged as the result of any accident or misfortune, howsoever or wheresoever arising within the limits set forth in the Schedule, except as hereinafter mentioned, then the Corporation will pay or make good to the Insured such loss to the extent of the intrinsic value of the property so lost or damaged to the amount so sustained but not exceeding in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole Total Sum Insured hereby.

### Exclusions

This insurance does not cover

- (a) 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
- (b) 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 Island
- (c) loss or damage arising from dishonesty or theft or attempt thereat on the part of any person in the employ or service of the Insured unless the loss or damage is notified to the Corporation within seven days of its occurrence
- (d) breakage of china, glass, marble, earthenware, or scratching or bruising of furniture, household goods or musical instruments, unless caused by accident to the vessel or conveyance in which such property is being carried
- (e) loss by leakage of any liquid from the receptacle in which it is contained
- (f) mechanical or electrical breakdown or derangement unless caused by accidental external means
- (g) the sum stated in the Excess Clause forming part of the Schedule
- (h) loss from an unattended vehicle unless the vehicle is locked and the item is stored out of sight

## SECTION 6 - LOSS OF MONEY INSURANCE

### Loss Covered

The Insurers hereby agree to the extent and in the manner hereinafter provided to insure against:

- (a) Loss of Money as specified in the Appendix to this Insurance from any cause whatsoever, except as hereinafter excluded,
- (b) Loss of or damage to safes and/or strongrooms caused by thieves,
- (c) Loss of or damage to the clothing and personal effects of any principal or employee of the Insured, not exceeding £150 any one person, as a result of thieves stealing or attempting to steal the insured Money,

and which occurs during the Period of Insurance set forth in the Schedule hereto.

**Provided always that** the liability of the Insurers in respect of Money shall not exceed the limit or limits specified in the said Schedule.

### Definition

The word "Money" used in this Insurance means:

#### 1. Negotiable Money

Cash, bank and currency notes, postal orders and money orders, cheques, Girocheques, travellers cheques, postage and revenue stamps, National Savings stamps, trading stamps, holiday with pay stamps, travel tickets, dividend warrants, luncheon vouchers, consumer redemption vouchers, gift vouchers, sales vouchers, certificates of deposit, National Giro drafts, National Giro payment orders, land registry stamps and documentary securities for money.

#### 2. Non-negotiable Money

Crossed cheques, crossed travellers cheques, crossed Giro cheques, crossed bankers drafts, crossed Giro drafts, crossed money orders crossed postal orders, National Savings certificates, war savings certificates and stamps, Premium Bonds, credit card and reservation vouchers, VAT purchase invoices, unexpired units in franking machines, National Insurance cards, credit and charge card counterfoils and other non-negotiable instruments.

All being the property of the Insured or for which the Insured is responsible.

### Exclusions

This Insurance does not cover

1. loss or damage directly or indirectly caused by or contributed to by or arising from strikes, riots or civil commotion occurring outside Great Britain, Isle of Man and Channel Islands
2. loss occasioned by dishonesty on the part of any of the Insured's employees (other than messengers, or employees acting as messengers, in the course of their journeys) unless the loss is reported to the Insurers within seven working days of its occurrence
3. loss of money occurring at the Insured's Premises when the said Premises are closed or left unattended, unless the Money is secured in a locked safe or locked strongroom and all keys and duplicate keys of such safes and/or strongrooms are removed from the Premises. Nevertheless, this Exclusion shall not apply to Non-negotiable Money, as defined herein, nor to Negotiable Money, as defined herein, up to the limit shown in the Schedule

in respect of Item No 1 (b)(ii) nor to Negotiable Money, as defined herein, in any gaming machine, up to the limit shown in the Schedule in respect of Item No 5 at the Insured's Premises only

4. loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this insurance, be insured by any other existing policy or policies, except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected
5. loss of Money occasioned by error or omission in receipts, payments or accountancy
6. loss from an unattended vehicle.

### Special Conditions

1. The Insured shall take all ordinary and reasonable precautions to prevent loss.
2. The Insured in case of loss or damage shall as a condition precedent to his right to be indemnified under this Insurance
  - (a) give immediate notice thereof to the Police and as soon as practicable notify the Insurers 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,
  - (b) within fourteen days after such notice or such further time as the Insurers may allow deliver to the Insurers a detailed statement in writing of the loss,
  - (c) furnish all explanations, vouchers, proof of ownership and other evidence as the Insurers may reasonably require to substantiate the claim.
3. The Insurers shall be entitled to undertake in the name of and on behalf of the Insured the absolute control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or to secure indemnity from any Third Party in respect of anything covered by this Insurance.
4. It is a condition precedent to any liability of the Insurers hereunder that all transits of Negotiable Money, as herein defined, shall, where the amount of such Money is:
  - (a) in excess of £1,500, but not exceeding £3,500, be accompanied by two or more, able-bodied, adult, employees, directors, principals or Members of the Insured
  - (b) in excess of £3,500, but not exceeding £5,000, be accompanied by three, or more, able-bodied, adult employees, directors, principals or Members of the Insured
  - (c) in excess of £5,000, but not exceeding £7,500, be accompanied by four, or more, able-bodied, adult, employees, directors, principals, officers or authorised Members of the Insured
  - (d) in excess of £7,500, be made either in the custody of a cash carrying security company, which has been approved by the Insurers, or by any other method which has been agreed in writing by the Insurers

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

Nothing contained in the foregoing shall be deemed to increase the limits of the Insurers liability as stated in the Schedule.

## Appendix

The items insured referred to in Insuring Clause (a) of this Insurance in respect of loss of Money, and the limits of liability relating thereto, are:

Negotiable Money in Premises Risks	Limit of Liability in Respect of Any One Loss
1. Negotiable Money, as defined herein, whilst on the Insured's Premises at the address or addresses mentioned in the Schedule excluding whilst in the gaming machine	
(a) during business hours	As stated in the Schedule
(b) outside business hours	As stated in the Schedule
(i) in locked and secured safe or strongroom	As stated in the Schedule
(ii) outside safe or strongroom	As stated in the Schedule

### Transit Risks

2. Negotiable Money, as defined herein, during transit anywhere within the Territorial Limits as specified in the Schedule in the custody of the Insured or of his authorised adult employees including whilst in Bank Night Safe if at the Insured's responsibility	As stated in the Schedule
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### Other Premises Risks

3. Negotiable Money, as defined herein, whilst in the residence of the Insured's Principals, Directors or Members	As stated in the Schedule
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### Non-Negotiable Money

4. Non-negotiable Money, as defined herein, whilst on the Insured's Premises at the address or addresses mentioned in the Schedule, or during transit anywhere within the Territorial Limits as specified in the Schedule in the custody of the Insured or of his authorised adult employees	£100,000
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### Gaming Machines

5. Negotiable Money, as defined herein, whilst in gaming machines at the Insured's Premises at the address or addresses mentioned in the Schedule	£300 per machine
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### Applicable to "LOSS OF MONEY" Insurance

#### Bodily Injury Extension Clause

The Insurers agree to the extent and in the manner hereinafter provided, that if any principal, employee, or member of the Insured sustains bodily injury as herein defined the Insurers will pay the Insured in accordance with the Schedule of compensation attached hereto.

**PROVIDED ALWAYS** that in respect of any one person:

- (a) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one event,

and

- (b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same event.
- The total sum payable under this Extension Clause in respect of any one or more events shall not exceed the largest sum insured under any one of the items contained in the Schedule of Compensation.

#### Definitions

In this Extension Clause:

- "Bodily Injury"** means bodily injury which:
  - is sustained by a principal, employee, or authorised person of the Insured during the period of this Insurance as a result of any person stealing or attempting to steal the Insured Money and
  - solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by, such injury, occasions the death or disablement of such principal or employee, officer or Member of the Insured within twelve calendar months from the date of the occurrence.
- "Total Disablement"** means disablement which entirely prevents the insured person from attending to any business or occupation of any and every kind.
- "Permanent"** means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement.
- "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.

#### Conditions

- Immediate notice must be given to the Insurers of any event which causes or may cause disablement within the meaning of this Extension Clause. The injured person must as early as possible place himself or herself under the care of a duly qualified practitioner. Immediate notice must be given to the Insurers in the event of the death of the injured person.
- In no case will the Insurers be liable to pay compensation in respect of the injuries sustained unless the medical adviser or advisers appointed by the Insurers for the purposes shall be allowed so often as may be deemed necessary to make an examination of the person of the injured principal, employee officer or member.

#### Schedule of Compensation (Per Unit)

1. Death	£1,000
2. Permanent total loss of sight of one or both eyes	£1,000
3. Loss of one or more limbs	£1,000*
4. Permanent total loss of sight of one eye and loss of one limb	£1,000
5. Permanent total disablement (other than loss of sight of one or both eyes or loss of limb)	£1,000
6. Temporary Total Disablement	*£10 per week (but not exceeding the weekly wage) so long as such disablement continues but not exceeding altogether 104 consecutive weeks for any single disablement.

\* One Unit - see Schedule for total number of units in respect of which indemnity is afforded hereunder.

## SECTION 7 – EMPLOYER’S LIABILITY INSURANCE

### Loss Covered

In the event of injury sustained by any Employee while employed in or temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, including designated areas of the continental shelf surrounding Great Britain, arising out of and in the course of his or her employment by the Insured in the Business and caused during any period of Insurance.

The Insurers will indemnify the Insured against:

- (i) all sums for which the Insured shall be liable in respect of any claim for damages for injury settled or defended with the consent of the Insurers up to the limit of indemnity
- (ii) costs and expenses.

### Indemnity to Other Persons

If the Insured so requests the Insurers will indemnify:

- (a) any Director of the Insured
- (b) any Employee
- (c) 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
- (d) the Owners of plant hired in by the Insured but only to the extent required by the hiring conditions

against legal liability in respect of which the Insured would have been entitled to Indemnity under the Section if the claim had been made against the Insured.

Provided that each of the parties indemnified under this Section will as if they were the Insured be subject to the terms of the Section and the Policy insofar as they can apply and that the total amount payable in respect of Compensation as a result of indemnifying such parties will not exceed the Limit of Indemnity.

### Indemnity to Personal Representatives

The Insurers will indemnify the personal representatives of the Insured in respect of legal liability incurred by the Insured subject to the terms of this Section and the Policy insofar as they apply.

### Exclusions

1. The insurance by this section shall not apply to nor include liability in respect of any injury caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion shall not apply to employees temporarily employed elsewhere provided that the employee is normally resident in the aforesaid countries.
2. 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.

### Definitions

For the purpose of this Section only the following Definitions apply

#### The Business

The Business means

Activities directly connected with the Business stated in the Schedule. Ownership, use, repair, maintenance and decoration of the Premises. Repair or maintenance of equipment or plant owned and used by the Insured

to the extent that they are conducted at or from premises in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Costs and Expenses

Costs and Expenses means:

- Any claimant's legal costs for which the Insured is legally liable.  
All costs and expenses incurred with the Insurers written consent.  
All solicitors' fees for legal representation at:
- (a) any Coroner's Inquest or Fatal Accident Inquiry
- or
- (b) proceedings in any Court or 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

The amount stated in the Schedule.

### The Insured

The Insured stated in the Schedule.

### Special Clauses

#### Compulsory Insurance

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law, ordinance or statute relating to compulsory insurance of liability to employees but the Insured shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law ordinance or statute.

#### Adjustment Clause

If any part of the premium is calculated on estimates furnished to the Insurers the Insured shall keep accurate records containing all particulars relevant thereto and shall at all times allow the Insurers to inspect such records.

The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurers such particulars and information as the Insurers may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.

### Extensions

#### A Legal Expenses Arising from Health and Safety Legislation

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 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
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.

The Insurers will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred in representing the Insured in such proceedings including appeals against the results of such proceedings.

This indemnity will not apply

- (a) in respect of fines or penalties of any kind
- (b) to proceedings relating to the Health and Safety of any person other than an Employee

- (c) to proceedings consequent upon a deliberate act or omission by the Insured
- (d) to persons other than the Insured or any director or direct employee of the Insured
- (e) where there is an indemnity provided by a legal expenses insurance policy.

**B Unsatisfied Court Judgements**

In the event of a judgement for damages being obtained by any direct employee in respect of Bodily Injury to the direct employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any corporation or individual operating from premises within Great Britain, Northern

Ireland, the Channel Islands or the Isle of Man in any Court situate in those countries and remaining unsatisfied in whole or in part six months after the date of such judgement.

The Insurers will at the request of the Insured indemnify up to the Limit of Indemnity the direct employee or the personal representatives of the direct employee up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding
- (b) if any payment is made hereunder the direct employee or the personal representatives of the direct employee shall assign the judgement to the Insurers.

## SECTION 8 - PUBLIC LIABILITY INSURANCE

### Operative Clause

The Insurers will subject to the terms limitations and conditions herein contained indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation in respect of:

- A (i) Accidental injury to any person,  
(ii) Accidental loss of or damage to property,  
(iii) Accidental obstruction trespass nuisance or interference with any right of way air light or water or other easement.
- B Accidental loss of or damage to Yachts, Private Pleasure Craft and/or other Vessels whilst on Club moorings or loss through breaking away or dragging.
- C 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 representing the Club.
- D 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 shifting, berthing, laying on hard, guying from mast, slipping or hauling up, shoring, launching, careening, floating on grid and refloating.

Occurring during the Period of Insurance within the Territorial Limits in connection with the business as stated in the Schedule

### Limit of Liability

The liability of the Insurers under this section for all compensation payable by the Insured 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 limit of indemnity.

### Legal Costs

In addition to the indemnity herein provided the Insurers will indemnify the Insured against:

- (a) all costs and expenses of litigation recovered by any claimant from the Insured,
- (b) all costs and expenses of litigation incurred with the Insurers consent,
- (c) solicitors fee(s) for representation at any Coroners Inquest or fatal injury enquiry or any court summary jurisdiction.

In connection with any event which is or may be the subject of indemnity under this section.

### Indemnity to Personal Representatives

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

### Exclusions

The Insurers shall not be liable in respect of:

- 1. Accidental injury to any employee where such injury arises out of and in the course of employment by the Insured
- 2. Liability arising from the ownership or possession or use by or on behalf of the Insured or any person entitled to indemnity of any mechanically propelled vehicle or mobile plant
  - (a) which is licensed for road use, or
  - (b) for which compulsory motor insurance or security is required, or

(c) which is more specifically insured.

Provided that this exclusion shall not apply in respect of

- 1. liability arising during the act of loading or unloading mechanically propelled vehicles or mobile plant
- 2. the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required.
- 3. Loss of or damage to property belonging to the Insured.
- 4. Loss of or damage to property in the Insured's custody or control.  
But this exclusion shall not apply to
  - (a) liability arising out of the specific circumstances and/or activities referred to in (B) and (D) of the Operative Clause
  - (b) the personal effects of directors, employees and visitors
  - (c) premises (or fixtures and fittings therein) hired, rented leased or loaned to the Insured other than loss or damage if liability is assumed by the Insured under a tenancy or other agreement which would not have attached in the absence of such agreement.
- 5. Liability arising out of the use of waterborne craft or vessels which is or could be more specially insured under Sub-Section II (Liability to Third Parties) of the Club Boat Section.
- 6. Injury loss or damage to property if such liability attaches by virtue of any agreement but which would not have attached in the absence of such agreement
- 7. Liquidated damages or penalties or fines or punitive or exemplary damages.
- 8. Any excess in respect of loss of or damage to property stated in the Excess Clause or by separate endorsement.
- 9. (a) All pollution or contamination of buildings or other structures or of water or land or atmosphere  
and  
(b) All personal injury or loss of or damage to property directly or indirectly caused by such pollution or contamination

other than caused by sudden identifiable, unintended and unexpected incident which occurs 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 time such incident takes place.

### Extensions

#### Sail Training Indemnity

##### (Operative only if stated in the Policy Schedule)

The Insurers will subject to the terms and provisions contained herein indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages incurred as a result of training and/or coaching and/or instruction provided under the Insured's auspices by official RYA/NSSA Instructors, NSSA Sailing Masters, RYA Senior Instructors or RYA Coaches in the United Kingdom and/or Republic of Ireland and arising from events occurring during the Period of Insurance.

It is a condition of this Insurance that the following disclaimer is shown on necessary documents issued by the Insured other than Certificates:

RYA/NSSA Instructors, NSSA Sailing Masters, RYA Senior Instructors or RYA Coaches do not accept responsibility for any loss, damage or injury suffered by persons and/or their property arising out of or during the course of their activities whilst training and/or coaching and/or instructing unless such injury

loss or damage was caused by, or resulted from negligence or deliberate act.

### Cross Liabilities

Where there is more than one party named as the Insured in the Schedule 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 the Insurers agree to waive all rights of subrogation against any of these parties.

Provided that the total amount payable in respect of Compensation does not exceed the Limit of Indemnity.

### Indemnity to Principal

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

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

### Car Park and Cloakroom Liability

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

Provided that such Property

- (a) is not being stored by the Insured for a fee or other consideration and
- (b) is not held in trust by or in the custody or control of the Insured for the purposes of work being carried out on such property.

### Consumer Protection Act 1987

The Insurers will provide indemnity to the Insured and if the Insured so requests any director, partner or employee in respect of:

1. costs of prosecution awarded against the Insured or any director, partner or employee
2. legal fees and expenses incurred with the Insurers consent in defence of and arising from criminal proceedings brought or in an appeal against conviction from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987.

Provided that

- (a) The proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Insured's business
- (b) the indemnity will not apply
  - (i) in respect of fines or penalties of any kind
  - (ii) where indemnity is provided by any other insurance
  - (iii) to proceedings consequent upon any deliberate act or omission.

### Legal Expenses Arising from Health and Safety Legislation

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 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar safety

legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

or

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

The Insurers will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred in representing the Insured, in such proceedings including appeals against the results of such proceedings.

This Indemnity will not apply:

1. in respect of fines or penalties of any kind
2. to proceedings relating to the Health and Safety of any Employee
3. to proceedings consequent upon a deliberate act or omission by the Insured
4. to persons other than the Insured or any director or direct employee of the Insured
5. where there is an indemnity provided by a legal expenses insurance policy.

### Special Clauses

#### Jurisdiction Clause

Any dispute between the Insurers and the Insured concerning the Policy its validity or the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be decided in accordance with English Law and the Courts of England, Wales and Scotland shall have exclusive jurisdiction in any dispute to which jurisdiction the parties hereto thereby submit.

The Premium for this Insurance has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such Courts.

#### Member to Member Clause

Where applicable and solely for the purposes of this Section of the Policy, the "Insured" stated in the schedule shall include:

"The Committee, Officers', Members' for the time being '".

As a consequence the Insurers will indemnify each party as though a separate policy had been issued to each of them.

Provided that

- (i) each party indemnified observes, fulfils and is subject to the Terms, Limitations and Conditions of this Policy
- (ii) the total amount of indemnity to such parties shall not exceed the Limit of Indemnity.

#### Special Conditions

1. The Insured shall give notice to the Insurers of any material alteration in the nature of the risk or any circumstances affecting the risk, and until the Insurers be 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, the Insurers shall not be liable in respect of any claim or claims due altogether or in part to any such alteration or circumstance.

2. The Insured shall 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. If any part of the premium is calculated on estimates furnished to the Insurers the Insured shall keep accurate records containing all particulars relevant thereto and shall at all times allow the Insurers to inspect such records. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurers such particulars and information as the Insurers may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.
4. The Insured shall immediately after the occurrence of any injury, loss or damage give notice in writing with full particulars thereof to the Insurers. Every letter, claim, writ, summons or process shall be notified or forwarded to the Insurers immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this insurance. So far as is reasonably practicable no alteration or repair shall without the consent of the Insurers be made to any works, machinery, plant, commodities or goods which are indirectly connected with the occurrence until the Insurers shall have had the opportunity of examining the same.
5. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.
6. The Insurers may pay to the Insured the maximum sum payable hereunder (but deducting therefrom in such case any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and the Insurers shall thereafter be under no further liability except for the payment of costs and expenses (whether recovered from the Insured by a claimant or incurred with the written consent of the Insurers) incurred prior to the date of such payment of such maximum sum or such lesser sum as the case may be and for which the Insurers may be responsible hereunder.

#### **Commercial Training Centre Indemnity (Operative only if stated in the Policy Schedule)**

The Insurers will subject to the terms and provisions contained herein indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages incurred as a result of training and/or coaching and/or instruction provided under the Insured's auspices as an RYA Approved Commercial Training Centre by official RYA/NSSA Instructors, NSSA Sailing Masters, RYA Senior Instructors or RYA Coaches in the United Kingdom and/or Republic of Ireland and arising from events occurring during the Period Of Insurance

It is further noted and agreed that all activities declared on the proposal form and agreed by underwriters are covered under the policy. Warranted all guidelines laid down by the recognised governing body of each activity are adhered to at all times

It is a condition of this Insurance that the following disclaimer is shown on necessary documents issued by the Insured other than Certificates:

The RYA Approved Commercial Training Centre, RYA/NSSA Instructors, NSSA Sailing Masters, RYA Senior Instructors, RYA Coaches or as agreed do not accept responsibility for any loss, damage or injury suffered by persons and/or their property arising out of or during the course of their activities whilst training and/or coaching and/or instructing unless such injury loss or damage was caused by, or resulted from negligence or deliberate act.

## SECTION 9 - FIDELITY GUARANTEE INSURANCE

### Loss Covered

The Insurers will indemnify the Insured against:

- (a) Loss of money or goods belonging to them or for which they 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 Date during the Period of Insurance and discovered not later than two years after the death, dismissal or retirement of the Employee or the expiry of this Section whichever occurs first.
- (b) Loss as described in (a) above committed by any Employee during the currency of any previous fidelity insurance effected by the Insured but not discovered during the period stipulated in such insurance but
  - (i) only to the extent that such loss would have been insured had such insurance remained in force
  - (ii) only if fidelity insurance has been continuously in force
- (c) Auditors fees necessarily incurred with the consent of the Insurers in respect of any claim under this Section.

Provided that:

- (i) the liability of the Insurers shall not exceed the Limit of Indemnity
- (ii) immediately following the discovery of an act of fraud or dishonesty by any such Employee no liability shall be incurred by the Insurers for any further acts of fraud or dishonesty by such Employee
- (iii) the Employees act of fraud or dishonesty occurs within the Geographical Limits
- (iv) the Insurers shall not be liable for any loss of a consequential nature.

### Conditions

#### Automatic Reinstatement

1. Upon discovery of a loss yielding a valid claim hereunder the Limit of Indemnity shall be automatically reinstated by the amount of such loss as subsequently ascertained, the Insured having undertaken to pay a pro-rata additional premium calculated on the amount of the reinstatement from the date of such discovery to the renewal date of this Section provided always that the amount by which the Limit of Indemnity is reinstated shall only apply to acts of fraud or dishonesty committed subsequent to the date of such reinstatement.

#### Alteration of Risk

2. Unless the Insurers shall consent in writing to any alteration the Insurers shall not be liable to make any payment under this Section if the nature of the Business carried on shall be changed.

#### Adjustment

3. If the premium for this Section is calculated on estimates furnished by the Insured, the Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurers such particulars and information as the Insurers may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured.

### Claims

4. 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 the Insured shall give immediate notice in writing to the Insurers.

5. Within three months of giving such notice the Insured shall submit full details of their claim including the name or names of the Employee or Employees responsible for the loss and shall supply such proof of the correctness of their claims as the Insurers may require.
6. Any sum of money which but for fraud or dishonesty of an Employee would become payable to such Employee shall be deducted from the amount of the loss before a claim is made under this Section.
7. If this Section is to be continued in force for more than one Period of Insurance the liability of the Insurers in respect of any one claim shall not be accumulated or increased thereby and the aggregate liability of the Insurers 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 Limit of Indemnity
8. If at the time of any loss there shall be any other security guarantee or insurance existing covering the same loss the Insurers shall not be liable to pay or contribute more than its rateable proportion of any sums payable in respect of such loss.
9. Any sums recovered following a payment in the terms of this Section shall be distributed in the following order:
  - (a) firstly to the Insured in respect of the amount by which their own loss exceeds the Limit of Indemnity
  - (b) secondly to the Insurers in reduction of its total outlay
  - (c) third to the Insured in respect of the amount of their retained liability (the amount of the excess) if any.

### Definitions

#### Proposal

Proposal shall mean any signed proposal form and declaration or any written presentation and any additional information in connection with this insurance supplied by or on behalf of the Insured in addition or in substitution.

#### Employee

Employee shall mean any person working for or acting on behalf of the Insured.

#### Schedule

Shall mean details forming part of the Policy of the Insured and the insurance provided.

#### Period of Insurance

Period of Insurance initially from the Commencement Date until the Expiry Date shown in the Schedule and thereafter any period for which the Insurers accept a renewal premium.

#### Geographical Limits

Geographical Limits shall mean Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

#### Business

Business shall mean the activities of the Insured as described in the Schedule.

#### Limit of Indemnity

Limit of Indemnity shall be the Liability of the Insurers in respect of any one claim and in the aggregate.

## SECTION 10 - PERSONAL ACCIDENT INSURANCE

- The Insured:** As stated in the Schedule.
- Persons Insured:** Any Person carrying out the duties detailed in the Schedule.
- Risks Insured:** Accidental "Bodily Injury" sustained during the Period of Insurance within the territorial limits whilst employed by the Insured in or about their duties declared or whilst assisting in the specific duties declared.
- Sums Insured:** Up to the relevant sum insured shown next to the appropriate item on the Schedule in respect of any one accident but not more than the highest sum shown in respect of any particular Insured Person in all in any one Period of Insurance in respect of that person.
- When Payable:** When the total amount of compensation has been ascertained and agreed. However, under exceptional circumstances the Insurers may at their sole discretion make payments on account.
- Persons to whom Payable:** The Insured as Trustees.

### Definitions

- "Bodily Injury"** means bodily injury which
  - is caused by an accident, and
  - 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.
- "Temporary Total Disablement"** means disablement which entirely prevents the Injured Person from attending to his business or occupation of any and every kind.
- "Temporary Partial Disablement"** means disablement which prevents the Injured Person from attending to a substantial part of his business or occupation.
- "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.
- "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 irrecoverable loss of use of hand, arm or leg.
- "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.
- "Air Travel"** means being in or boarding an aircraft for the purpose of flying or alighting therefrom following a flight.

### Exclusions

This insurance does not cover death or disablement directly or indirectly resulting from or consequent upon:

- the Person carrying out the duties detailed in the schedule participating in:
  - naval, military or air force service or operations
  - winter sports (other than skating or curling)
  - skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, parachuting, hunting on horseback, or driving or riding in any kind of race or competition.
  - driving or riding on motor cycles or the like other than mopeds with alternative means for propulsion by pedals.
- the Person carrying out the duties detailed in the schedule engaging in air travel, except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- suicide or attempted suicide or intentional self-injury or the Person carrying out the duties detailed in the schedule being in a state of insanity.
- deliberate exposure to exceptional danger (except in an attempt to save human life), or the Person carrying out the duties detailed in the schedule being under the influence of alcohol or drugs.

### Conditions Precedent to Payment of Claims under the Personal Accident Section

#### Changes in Occupation

- If the Person Insured shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this Insurance without first obtaining the Insurers written agreement to the continuation of the insurance and payment of the relevant additional premium then no claim shall be payable in respect of any accident arising out of or in the course of such occupation.

#### Pre-existing Disability or Conditions

- If the consequences of an accident shall be aggravated by any pre-existing physical disability or conditions of the Person Insured 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

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

## SECTION 11 – CLUB BOATS INSURANCE

### Operative Clause

The Insurers agree subject to the terms contained herein or endorsed hereon to indemnify the Insured against the contingencies detailed in Sub Sections 1 and 2 of this section occurring during the Period of Insurance.

### SUB SECTION 1 (Loss of or damage to the Insured Property)

In the event of loss of or damage to the Insured Property due to external accidental means within the Cruising Limits shown in the Schedule the Insurers will at their option repair reinstate or replace the Insured Property or any part thereof or pay the amount of the loss or damage subject to the following limitations:

- (a) In the event of total loss where repair or recovery costs exceed the sum insured the amount shown in the Schedule.
- (b) In the event of partial loss or damage 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 shown in the Schedule.

### Exclusions

- (a) Loss or damage caused by vermin, wear and tear, depreciation and deterioration
- (b) Loss of or damage to moorings and consumable stores
- (c) Loss of or damage to masts, spars, sails and rigging (other than due to collision of Insured Craft) occurring while the Insured Craft is engaged in racing (applicable in respect of craft exceeding 16 feet in length only)
- (d) Theft of fittings and equipment unless following the use of force
- (e) Theft of outboard motor unless it is securely locked to the Craft by an anti-theft device in addition to its normal method of attachment
- (f) Loss of or damage to craft exceeding 25 feet in length whilst in transit by road or rail
- (g) The cost of repairing or replacing any defective part condemned solely in consequence of a latent defect or error in design or construction.
- (h) Loss or damage caused by its own electrical mechanical breakdown or derangement.

### Specific Condition

It is a condition of this Insurance in respect of theft of detached outboard motors that the loss followed the use of force and occurred from enclosed and secure premises.

### Warranty

It is warranted that all Club Boats shown in the schedule are to be removed from the water whilst not in use during the period 1st November to 31st March unless agreed by the Insurers

### Excess Clause

In respect of each claim the Insured shall bear the amount shown in the Excess Clause except in respect of any claim for fire or total loss of the Insured Craft.

### SUB SECTION 2 (Public Liability)

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay as compensation in respect of

- (i) Accidental injury to person
- (ii) Accidental loss of or damage to property arising out of ownership, supply or use of the property insured under

Sub-Section 1 of this section which occurs during the period of insurance and within the territorial limits.

In addition the Insurers will indemnify the Insured against costs and expenses.

### Limit of Liability

The liability of the Insurers under this Sub-Section for all compensation payable by the Insured 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 Limit of Indemnity.

### Indemnity to Personal Representatives

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

### Exclusions

The Insurers will not indemnify the Insured in respect of

1. Accidental injury to any employee where such injury arises out of and in the course of employment by the Insured.
2. Loss of or damage to property:
  - (i) belonging to the Insured.
  - (ii) hired or loaned to the Insured.
3. Liability for which compulsory insurance or security is required by any Road Traffic Act or similar legislation.
4. Liability more specifically insured by a motor insurance policy.
5. Liability which is more specifically insured by the Public Liability Section of this Policy.
6. Any excess in respect of loss of or damage to property stated in the Excess Clause forming part of the schedule to this policy.
7. Liability which attaches solely by virtue of an agreement which would not have attached in the absence of such agreement.
8. (a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere  
or  
(b) All Personal Injury or loss of or damage to Property directly or indirectly caused by such pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which occurs 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 time such incident takes place.

### Definitions for sub-section 2 (Public Liability only)

#### Costs and Expenses

1. Any claimant's legal costs for which the Insured is legally liable
2. All costs and expenses incurred with the Insurers written consent
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 even which is or may be the subject of Indemnity under this Section.

#### Limit of Indemnity in respect of sub-section 2 (Public Liability)

The amount specified in the Schedule in relation to this sub-section.

#### Territorial Limits in respect of sub-section 2 (Public Liability)

The geographical area specified in the Schedule in relation to this sub-section.

### Specific Extension

The indemnity provided by the sub-section extends to the terms, limitations and conditions herein to apply in respect of any person navigating or in charge of the insured craft with the permission of the Insured.

Provided always that:

- (i) this extension shall not apply to any person operating or employed by the operator of a shipyard, repair yard, slipway sales agency or similar organisation
- (ii) the Insurers shall not be liable for injury sustained by any person employed in any capacity whatsoever by persons to whom this extension applies in connection with the insured craft.

### Special Clauses

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

(This clause applies automatically to all craft whose design speed exceeds 20 miles per hour (17 knots)).

No claim shall be allowed in respect of:

1. Accidents occurring whilst the Insured Craft is participating in racing or speed tests.
2. Any liability to or incurred by any person engaged in water skiing, aquaplaning or similar sport while being towed by the Insured Craft.

#### 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:

"The Committee, Officers', Members' for the time being"

As a consequence the Insurers will indemnify each party as though a separate policy had been issued to each of them provided that:

- (i) each party indemnified observes, fulfils and is subject to the Terms, Limitations and Conditions of this Policy
- (ii) The total amount of indemnity to such parties shall not exceed the limit of indemnity.

#### Adjustment Clause (Applicable to Sub Section 2)

If any part of the premium is calculated on estimates furnished to the Insurers the Insured shall keep accurate records containing all particulars relevant thereto and shall at all times allow the Insurers to inspect such records.

The Insured shall within one month from the expiry of each Period of Insurance furnish to the Insurers such particulars and information as the Insurers may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.

#### Jurisdiction Clause (Applicable to Sub Section 2)

Any dispute between the Insurers and the Insured concerning the Policy its validity or the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be decided in accordance with English Law and the Courts of England, Wales and Scotland shall have exclusive jurisdiction of such courts.

#### Specific Exclusion (Applicable to Sub Sections 1 and 2)

Unless specifically agreed by endorsement this section does not cover claims while the Craft is let out on hire or charter or used for other than Club purposes.

#### Privileges and Extensions

1. **Salvage and Protection.** In the case of misfortune to the Insured Craft the Insured or any person acting on his behalf may take

steps to safeguard and effect immediately necessary repairs to the Insured Craft without prejudice to this insurance. All charges thereof including salvage charges, the cost of towing or removing the craft to a place of safety, and of the attempted or actual raising, removal or destruction of the wreck of the craft properly, so incurred shall form part of the claim, provided that the Insured forwards at once to the Insurers, 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 of the Insurers, or the Insured, in recovering saving or preserving the property shall be considered as a waiver or acceptance of abandonment.

2. **Medical Expenses.** The Insurers will refund any doctors fees (up to an amount not exceeding £50) for attendance upon the Insured or his wife (or husband) if either shall sustain personal injuries by violent accidental external and visible means as a direct result of the Insured Craft sinking or being in collision.
3. **Sister Ship Clause.** Should the Insured Craft come into collision with or receive salvage services from another craft belonging wholly or in part to the Insured, or under the same management, the Insured shall have the same rights under this Policy as he would have were the other craft entirely the property of owners not interested in the Insured Craft but in such cases the liability for the collision shall be referred to a sole arbitrator to be agreed between the Insured and the Insurers.
4. **Legal Expenses.** The Insurers will be responsible for all expenses properly incurred by the Insured in connection with the Department of Trade and Industry Inquiries, Coroner's Inquest and costs incurred with the consent of the Insurers in writing.
5. **Stranding.** The Insurers shall pay for the expense of sighting the bottom after stranding if reasonably incurred whether the craft be found to be damaged or not.
6. **Extension Clause.** This insurance extends to apply whilst the Insured Craft 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.

#### Conditions

1. The Insured shall maintain and keep the Insured Craft, her machinery, tackle, sails and equipment in a proper state of repair and seaworthiness and shall take all reasonable care and precautions for the safety of the property.
2. In the event of injury loss or damage which may result in a claim under this section, notice in writing must be given immediately to the Insurers prior to survey so that the Insurers may appoint its own surveyor if it so desires.
3. The Insurers shall have the right to veto the place of repairs or repairing firm proposed. As soon as the extent of the damage is ascertainable the Insurers may take or may require to be taken tenders for the repairing of such damage.
4. The Insured shall give full information as to the circumstances of the accident and of all claims made with the names and addresses of all claimants and all witnesses of the accident as soon as possible after the occurrence of the accident or receipt of claim or notice of claim.
5. No liability shall be admitted nor legal expenses incurred without the written consent of the Insurers who shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any action or to prosecute any claim for indemnity or damage or otherwise against any third party.
6. The Insurers may at their option reinstate or replace any part of the insured property damaged or destroyed instead of paying the amount of the loss or damage in money or may join with other insurers in so doing. Reinstatement effected as nearly as

reasonably practicable shall be a fulfilment of the Insurers obligations under this policy notwithstanding that the former appearance and condition of the property may not be precisely restored. If the Insurers elect to reinstate or replace the Insured shall comply with any request it may make for plans specifications and information.

## CLAIMS PROCEDURES

### 1. Check that you have a valid claim

- 1.1 You should establish the cause of the loss, damage or liability and consult the relevant section of the Policy to ensure that we cover the loss or damage and to ensure that you have complied with the warranties and other terms of the Policy. It is essential that you provide immediate advice if the damage is serious.
- 1.2 If the damage is serious, telephone Groves John & Westrup Limited's Claims Department on the number shown in the introduction to the Policy and be ready to quote the Policy Number.
- 1.3 Except for the purpose of reducing loss or liability do not instruct repairers or other appropriate contractors without first checking with us.
- 1.4 If somebody is holding you responsible for damage to their property or bodily injury to them, follow the procedure outlined above for serious accidents and do not admit liability under any circumstances.

### 2. Your obligations

Your obligations are Conditions to our liability.

You must:

#### Notification

- 2.1 Immediately notify us of any event which may result in a claim under the Policy and give us a written report as soon as possible;

#### Police

- 2.2 Immediately notify the Police of any theft, malicious damage or other crime involving any Item;

#### Written details

- 2.3 at your own expense, provide in writing such particulars and information as we may require within:

#### Riot/Civil Commotion

- 2.3.1 Seven days of loss or damage by riot or civil commotion;

#### Business interruption

- 2.3.2 Ninety days of the expiry of the Indemnity Period in respect of claim for loss of revenue;

#### Any other loss

- 2.3.3 Thirty days of the occurrence of any other loss, damage, injury illness or accident;

#### Communications from third parties

- 2.4 As soon as possible, pass on to us unanswered all communications from third parties relating to a matter which might give rise to a claim under the Policy;

#### Admission

- 2.5 not admit liability, offer to settle, compromise or make a payment in respect of any event which might give rise to a claim under the Policy without our prior written consent;

#### Mitigation

- 2.6 minimise or mitigate any loss, damage, injury or interruption of or interference with the Business;

### Statements of truth

- 2.7 return to us or our representative duly signed or comment constructively upon any statement of truth that we may require from you for prosecution or defence of any claim which is or may be the subject of indemnity under this Policy within 7 days;

### Disclosure

- 2.8 search for and provide to us any documents that we may be required by us for the purposes of prosecution or defence of any claim which may be the subject of indemnity under this Policy within 14 days of request by us or our representative and to sign and return to us within 7 days any disclosure statement we or our representatives may require of you.

### 3. Our Rights

We have the right to:

#### Repair

- 3.1 decide where and how any damaged Item will be repaired;

#### Defence

- 3.2 Commence or take over and conduct the Defence of any claim against on prosecution of you or an Insured Person as defined under the Policy arising out of an event which might give rise to a claim under the Policy;

#### Recovery

- 3.3 Commence, take over and conduct any claim brought in the name of an Insured Person to recover sums which are or might be payable under the Policy;

#### Formal Inquiries

- 3.4 Commence, take over and conduct the representation of an Insured Person at any inquest, enquiry or similar proceeding that might give rise to a claim under the Policy;

#### Entry

- 3.5 enter The Premises where the loss or damage has occurred and take and keep possession of any Item insured and deal with any salvage in a reasonable manner;

### 4. Abandonment

No property may be abandoned to us.

### 5. Payment

We will have the absolute right in our discretion:

- 5.1 at any time to pay the Limit of our Indemnity or the Sum Insured (after deduction of any sum already paid) or any lesser amount for which a claim can be settled and shall thereafter be under no further liability except for the payment of costs and expenses incurred prior to the date of payment; and

#### Reduction of sum Insured

- 5.2 reduce the Sum Insured of any Item by the amount of any claim that we pay you.





The RYA Yacht Club Insurance Scheme is arranged on behalf of the Royal Yachting Association, RYA House, Ensign Way, Hamble, Southampton SO31 4YA by:  
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