

# you're covered...

Your Allotment insurance  
policy booklet



[www.shieldtotalinsurance.co.uk](http://www.shieldtotalinsurance.co.uk)

shield  
total insurance





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# Introduction

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**We** would like to thank **You** for taking out an Allotment Insurance Policy through Shield Total Insurance (“Shield”) and to welcome **You** as a valued customer. Please read this insurance policy carefully and raise any questions **You** may have with **Us**.

**Your** policy is underwritten by Ageas Insurance Limited. Ageas Insurance Limited is authorised and regulated by the Financial Conduct Authority and a Member of the Association of British Insurers (“ABI”). Ageas Insurance Company registered address is: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered Number 354568.

Shield Total Insurance (“Shield”) is a trading name of Vantage Insurance Services Limited (“VISL”). Vantage is authorised and regulated by the Financial Conduct Authority and acts on behalf of Insurers who have authorised Vantage to issue and administer your policy. Vantage’s registered office address is 41Eastcheap, London, EC3M 1DT, (Registered No. 344136).

**You** have applied for this insurance to **Insurers** and have provided information for that purpose in **Your Application Form**. This information forms the basis of this contract and is deemed to be incorporated herein and in consideration **You** will pay the premium and any taxes due.

In return **Insurers** will provide the insurance as described in this policy during the **Period of Insurance** subject to the terms, conditions and exclusions of this policy.

The policy, the **Application Form** and the **Schedule of Insurance**, with any clauses, endorsements or extensions will be read together as one document.

Signed for and on behalf of **Insurers**

Nigel Coppen  
**Shield Total Insurance**  
2nd Floor, Juniper House,  
Warley Hill Business Park,  
The Drive,  
Great Warley,  
Brentwood  
CM13 3BE

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# Customer Service

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

- reading this policy wording and the **Schedule of Insurance as** soon as **You** receive them.
- letting **Us** know immediately if they do not meet **Your** requirements.
- keeping Your **Schedule of Insurance** in a safe place.
- contacting **Us** quickly with any question **You** may have.

## Complaints:

**We** recognise that on occasion things can go wrong and, if **you** are unhappy with our service, please let us know using the contact details shown below. On receiving **your** complaint we will send a full response within 5 working days or tell **you** within that time when **you** can expect a response. If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction **You** may be entitled to refer **Your** matter to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile. Please be aware that the Ombudsman will only consider **Your** complaint if **You** have already given **Us** the opportunity to resolve it.

Financial Services Compensation Scheme --- Insurers are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Insurers cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information about compensation scheme arrangements is available from the FSCS on their website at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 0207 741 4100.

## Cancellation:

**You** have a right to cancel **Your** policy during a period of 14 days from the day of the purchase of the contract or the day on which **You** receive **Your** policy documentation, whichever is the later. **You** should be aware that there may be a charge for cancellation should the policy have been in force.

## Useful Contacts:

**You** can contact **Us** using the details shown below:

	Policy Changes	Making Claims	Complaints
Telephone	01277 243054	01277 243055	01277 243023
Post	Shield Allotment Insurance	Shield Allotment Insurance Claims Department	Nigel Coppen Shield Allotment Insurance Complaints

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Shield Total Insurance, 2nd Floor, Juniper House, Warley Hill Business Park,  
The Drive, Great Warley, Brentwood CM13 3BE

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## Definitions

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We have set out below definitions of certain words or phrases that are repeated throughout this policy and **Endorsements** and **Schedule of Insurance**. If any of these words or phrases appear in bold type in this policy or any **Endorsement** or **Schedule of Insurance**, they will have the same meaning.

<b>Application Form</b>	The form used to capture details about <b>You</b> in order that <b>Insurers</b> can assess the risk and set an appropriate premium. The details provided form the basis of this contract.
<b>Buildings</b>	Leased <b>Buildings</b> , rented <b>Buildings</b> or any other <b>Buildings</b> occupied by <b>You</b> for <b>Club Events</b> and identified in the <b>Schedule of Insurance</b> .
<b>Club / You / Your</b>	The <b>Club</b> as shown in the <b>Schedule of Insurance</b> . If the <b>Club</b> is unincorporated then this definition will be extended to include members of the governing committee of the <b>Club</b>
<b>Employee</b>	<b>Employee</b> shall mean: <ul style="list-style-type: none"><li>(a) any person under a contract of employment, service or apprenticeship with <b>You</b> (including directors) unless in partnership with <b>You</b>;</li><li>(b) any person who is hired to or borrowed by <b>You</b>;</li><li>(c) any other person taking any part in the performance of a contract with <b>You</b> (including volunteers and assistants) the primary purpose of which is the provision of labour;</li><li>(d) persons gaining work experience;</li></ul> working for <b>You</b> in connection with <b>Club</b> activities.
<b>Equipment</b>	Maintenance tools and equipment, including self-propelled lawn mowers, all belonging to the <b>Club</b> or for which the <b>Club</b> is responsible.
<b>Events</b>	All meetings, functions, <b>Events</b> , training sessions and shows organised by the <b>Club</b> or that form part of the activities of the <b>Club</b>
<b>Excess</b>	The <b>Excess</b> is the first amount of any one claim (for each separate <b>Incident</b> ) that <b>You</b> pay. <b>Your Excess</b> is set out in <b>Your Schedule of Insurance</b> .
<b>Incident</b>	A sudden, unexpected, specific event which occurs at an identified time and place resulting in <b>Injury</b> , loss or damage.
<b>Injury</b>	Bodily injury death illness disease or shock causing bodily injury
<b>Insured</b>	The <b>Insured</b> includes the <b>Club</b> , <b>Members</b> and <b>Landlords</b> on condition they are shown as being included in <b>Your Schedule of Insurance</b> . If any of the <b>Club</b> , <b>Members</b> or <b>Landlords</b> is not shown as being included in <b>Your Schedule of Insurance</b> then they will not form part of the definition of <b>Insured</b> .
<b>Insurers</b>	The Underwriters who are <b>Your Insurers</b> as set out in <b>Your Schedule of Insurance</b>
<b>Landlords</b>	The person or company who rents land, <b>Buildings</b> or parts of <b>Buildings</b> to the <b>Club</b> for <b>Club Events</b>
<b>Limit(s) of Indemnity / Sum(s) Insured</b>	The maximum amount <b>Insurers</b> will pay in the event of a claim
<b>Members</b>	People who are officially registered as a permanent <b>Member</b> of the <b>Club</b> , invited judges, stewards and any other person who is acting in an official capacity for the <b>Club</b>

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## Definitions (continued)

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<b>Money</b>	Cash Bank and Currency Notes, Cheques, Girocheques, Postal Orders, Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Current Postage Stamps, Unexpired Units in Franking Machines, National Insurance Stamps (whether affixed to cards or otherwise), National Savings and Holidays with Pay Stamps, National Savings Certificates, Premium Bonds, Luncheon Vouchers, Credit Card Sales Vouchers, Trading Stamps, Gift Tokens, Consumer Redemption Vouchers and V.A.T. Purchase Invoices all belonging to <b>You</b> or for which <b>You</b> have accepted responsibility
<b>Period of Insurance</b>	The length of time, shown on <b>Your Schedule of Insurance</b> , during which cover applies
<b>Produce</b>	Edible fruit and vegetables grown on allotments at the <b>Club</b>
<b>Retroactive Date</b>	If a <b>Wrongful Act</b> is committed before the <b>Retroactive Date</b> then <b>Insurers</b> will not pay any claim resulting from the <b>Wrongful Act</b> even if it is reported during the <b>Period of Insurance</b> .  The <b>Retroactive Date</b> is shown on <b>Your Schedule of Insurance</b> if <b>You</b> have bought Trusted Persons Indemnity
<b>Schedule of Insurance</b>	The <b>Schedule of Insurance</b> is evidence of <b>Your</b> contract of insurance with <b>Insurers</b> . It includes <b>Your</b> name, address, <b>Premium</b> , the <b>Limits of Indemnity</b> , <b>Sums Insured</b> and the <b>Period of Insurance</b>
<b>Territorial Limits</b>	United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands
<b>Trusted Person</b>	<ol style="list-style-type: none"><li>1. A person who was a trustee, committee member, volunteer, director or officer of the <b>Club</b> at any time during the <b>Period of Insurance</b></li><li>2. the estates, heirs or legal representatives of any person in 1) above who died or become incapacitated, insolvent or bankrupt but only for a claim against that person</li></ol> <b>Trusted Person</b> only includes persons who perform functions for the <b>Club</b> on a not-for-profit basis. A <b>Trusted Person</b> does not include any person performing work for the <b>Club</b> on a professional basis or acting as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.
<b>Virus or similar mechanism</b>	Means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not
<b>We / Us</b>	Shield Total Insurance, who are the administrators of this insurance
<b>Wrongful Act</b>	Any actual or alleged act, error or omission committed or attempted by a <b>Trusted Person</b> arising solely from their duties on behalf of the <b>Club</b> and resulting in a written demand or civil or regulatory proceeding seeking monetary damages or other legal relief alleging a <b>Wrongful Act</b>

# The Cover

## Section one

### Liabilities of the Club, its Members and its Landlords

#### What is covered

Where the appropriate **Premium** has been paid and they are shown to be included in the **Schedule of Insurance**, **Insurers** will indemnify the:

- **Club**
- **Members**
- **Landlords**

against all sums which they become legally liable to pay as damages and claimants costs and expenses arising out of accidental **Injury** to any person or accidental loss of or damage to property where such **Injury** or loss or damage occurs during the **Period of Insurance** within the **Territorial Limits** and in connection with the activities of the **Club**

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

- (a) in defence of any claims
- (b) for representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

#### What is not covered

**Insurers** will not be liable for:-

- the **Excess**
- any claims arising from the negligence of **Members** or **Landlords** unless an additional **Premium** has been paid to include them and they are shown to be included in the **Schedule of Insurance**.
- any costs or expenses incurred in defending claims of negligence which **We** have not agreed beforehand
- any compensation, costs or expenses arising from liability in respect of:
  - a. pollution or contamination
  - b. any action brought under the jurisdiction of the United States of America or Canada
  - c. advice, design or specification given by the **Insured** or on the **Insured's** behalf
  - d. **Injuries** suffered by or loss or damage to property belonging to:
    - i. an **Employee**
    - ii. the **Insured** if it was their negligence that caused such **Injury** or loss.
  - e. any **Injury**, loss or damage that was caused by the **Insured's** deliberate act
  - f. legal liability arising only because of a contract the **Insured** has agreed
  - g. the direct or indirect use of any power operated lift, hoist, crane, ship, vessel, craft, horse-drawn vehicle or any motor vehicle for which third party liability cover is required under any road traffic law.
  - h. any goods or products that the **Insured** makes, alters, repairs, services or delivers apart from **Produce** or branded goods or food or drink supplied at an **Event**
  - i. loss, damage or **Injury** suffered as a result of the **Insured** lighting a bonfire or fireworks unless **We** have agreed to this beforehand and **You** have met the conditions supplied by **Us**.
  - j. loss, damage or **Injury** caused by the use of pesticides or poisons unless the manufacturer's instructions have been followed

# Liabilities of the Club, its Members and its Landlords (continued)

## Section one continued

### What is covered

### What is not covered

	<p>k. the use of powered machinery unless operated by a responsible person over the age of 18 who has received the appropriate training and is using such machinery in accordance with the manufacturer's instructions</p>
<p><b>Limit of Indemnity</b> The maximum liability of <b>Insurers</b> inclusive of all costs and expenses in respect of all indemnity payable under this Section is the <b>Limit of Indemnity</b> shown in the <b>Schedule of Insurance</b> in respect of any one claim against them or series of claims against them arising out of one occurrence</p> <p>Provided that if the claim is in respect of <b>Injury</b> loss or damage arising as a result of <b>Produce</b>, branded goods, food or drink <b>You</b> or <b>Members</b> have supplied at an <b>Event</b> then the maximum liability of <b>Insurers</b> in respect of all indemnity payable in respect of such claims arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed in the aggregate the <b>Limit of Indemnity</b> shown in <b>Your Schedule of Insurance</b> against this Section</p>	<p><b>Please also see the further Exclusions applying to Sections one, two, three and four and the General Exclusions, which apply in addition to the exclusions in this Section</b></p>

## Section two

### Court Awards

What is covered	What is not covered
<p><b>Insurers</b> will pay <b>You</b> all sums which <b>You</b> have been awarded in Courts of United Kingdom jurisdiction and which have not been paid to <b>You</b> within 3 months of the date of the award.</p>	<ul style="list-style-type: none"><li>• <b>The Excess</b></li><li>• <b>Insurers</b> will not pay any sum if:<ol style="list-style-type: none"><li>a. the award would have been excluded under Section One had it been made against <b>You</b> rather than in <b>Your</b> favour or;</li><li>b. <b>You</b> have an appeal pending or;</li><li>c. <b>You</b> have not agreed to allow <b>Insurers</b> to enforce any right which it shall become entitled to upon making payment</li></ol></li></ul>
<p><b>Limit of Indemnity</b></p> <p>The maximum <b>Insurers</b> will pay under this section is £250,000 in all and in the aggregate any one <b>Period of Insurance</b> including all costs and expenses</p>	<p><b>Please also see the further Exclusions applying to Sections one, two, three and four and the General Exclusions, which apply in addition to the exclusions in this Section</b></p>

#### Exclusions applying to Sections one and two

##### 1. Pollution or Contamination

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

Provided that

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

Pollution or Contamination shall mean

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

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

Remediation includes "remediation" under the Environment Act 1995

##### 2. Any claim arising from the employment or involvement of any dog that is prohibited under the Dangerous Dogs Act 1991

## Section three

# Employers' Liability

### What is covered

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

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

- in defence of any claims
- for representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

#### Limit of Indemnity

The maximum liability of **Insurers** under this Section (Employers Liability) inclusive of all costs and expenses shall be the **Limit of Indemnity** stated in the **Schedule of Insurance** in respect of any one claim against **You** or series of claims against **You** arising out of one occurrence.

### What is not covered

**Insurers** will not be liable

- to pay compensation to any **Employee** for **Injury** sustained when the **Employee** is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where any road traffic legislation requires compulsory insurance or security covering that risk
- for liability arising out of any work undertaken and/or visit **Offshore**

**Employers Liability - Compulsory Insurance Clause** The Indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man the Channel Islands but the **Club** shall repay to **Insurers** all sums paid by **Insurers** which **Insurers** would not have been liable to pay but for the provisions of such law

**Please also see the further Exclusions applying to Sections one, two, three and four and the General Exclusions, which apply in addition to the exclusions in this Section**

## Section four

# Trusted Person's Indemnity

### What is covered

Where the appropriate **Premium** has been paid and they are shown to be included in the **Schedule of Insurance**, **Insurers** will indemnify **Trusted Persons** against all sums they become obliged to pay as damages and claimants costs and expenses arising out of a **Wrongful Act** that took place in the **Territorial Limits** after the **Retroactive Date** but only if such **Wrongful Act** was reported to **Us** immediately upon discovery during the **Period of Insurance** or within 30 days thereafter

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

- a) in defence of any claims
- b) for representation at any coroner's inquest or inquiry in respect of any death which may be as a result of alleged or actual manslaughter caused by a **Wrongful Act**

### What is not covered

The **Excess** for each claim

Any claim unless the **Wrongful Act** took place after the **Retroactive Date** and is notified to **Us** during the **Period of Insurance** or within 30 days thereafter as soon as **You** or the **Trusted Person** becomes aware of it.

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

1. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any **Trusted Person**;
2. any act or omission which the **Trusted Person** knew to be a breach of trust or breach of duty or which was committed by them in reckless disregard of whether it was a breach of trust or breach of duty or not;
3. an act intended to secure or which does secure a personal profit or advantage to which the **Trusted Person** was not legally entitled;
4. an act intended to secure or which does secure a profit for any other entity where an **Trusted Person** is a trustee, committee member, volunteer, director, officer or **Employee** of such entity;
5. any claim, investigation or circumstance which **You** were aware of, or that has been reported under any policy existing or expired, prior to the start of the **Period of Insurance**;
6. a **Trusted Person's** operation or administration of any pension or employee benefit scheme or their breach of any legislation or regulation relating to these activities;
7. mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property unless the claim relates to a complaint by an **Employee** who is not the **Trusted Person** who performed the **Wrongful Act**;

## Trusted Person's Indemnity (continued)

### What is covered

### What is not covered

	<ol style="list-style-type: none"> <li>8. any claim for a <b>Wrongful Act</b> committed by a <b>Trusted Person</b> after <b>You</b> merge or consolidate with another company or <b>Club</b>;</li> <li>9. any claim brought or maintained by <b>You</b> or a <b>Trusted Person</b>, however this exclusion will not apply to any complaint made by an <b>Employee</b> who is not the <b>Trusted Person</b> who performed the <b>Wrongful Act</b>;</li> <li>10. any breach of or failure to provide professional duties or services;</li> <li>11. the bankruptcy, insolvency, receivership or administration (voluntary or otherwise) of <b>You</b>;</li> <li>12. any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits;</li> <li>13. punitive and exemplary damages;</li> <li>14. the multiplied portion of any damages award unless awarded for defamation.</li> <li>15. any claim brought or maintained outside the <b>Territorial Limits</b></li> </ol>
<p><u>Limit of Indemnity</u> The maximum liability of <b>Insurers</b> in respect of all indemnity payable under this section in any one <b>Period of Insurance</b> is the <b>Limit of Indemnity</b> in all irrespective of the number of <b>Trusted Persons</b> or the number of claims made.</p> <p>The <b>Limit of Indemnity</b> is shown in the <b>Schedule of Insurance</b></p>	<p><b>Please also see the further Exclusions applying to Sections one, two, three and four and the General Exclusions, which apply in addition to the exclusions in this Section</b></p>

### Conditions for Section four

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

## Trusted Person's Indemnity (continued)

### Exclusions applying to Sections one, two, three and four

1. Liability arising from any action brought under the jurisdiction of the United States of America or Canada
2. Any claim arising in connection with any work on or in:
  - i) offshore, airside or underwater locations
  - ii) chemical or petro chemical works oil or gas refineries or storage facilities
  - iii) power stations
  - iv) nuclear power stations
  - v) any installations where nuclear processing is undertaken
  - vi) chimney shafts, blast furnaces, viaducts, tunnels, quarries, mines or collieries
  - vii) railway tracks or yards

### Conditions applying to sections one, two, three and four

#### Discharge of Liability Clause

**Insurers** having been advised of a claim or an occurrence which might give rise to a claim under any of Sections one, two, three or four will be entitled to pay to **You** in settlement of their liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the **Limit of Indemnity** (less any amounts already paid as damages) or
- (ii) such other amount for which the claim or claims may be settled

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

## Section five

# Cups and Trophies

### What is covered

Loss or damage to any cup or trophy that is owned by **You** where such loss or damage takes place during the **Period of Insurance** at an **Event**, in a **Member's** home or in a locked **Building**

**Insurers** will pay either;

- the cost of repairing a damaged cup or trophy to bring it back to the same condition it was in before it was damaged; or,
- if the cost of repair is greater than the value of the cup or trophy before it was lost, stolen or destroyed, the cost of replacing the cup or trophy with one that is the same or very similar.

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

### What is not covered

The **Excess**

**Insurers** will not pay

- More than £350 for each cup or trophy that is not insured as a separate item.
- Any amount if the cup or trophy is in the open and not being carried by a person.
- Any amount if a cup or trophy is stolen from an unlocked vehicle or a locked vehicle if it is not in the boot or out of sight in a luggage compartment.
- More than the cups or trophies were worth at the time they were lost, stolen, damaged or totally destroyed.
- More than the amount for which **You** have insured each cup or trophy.
- Any amount if the trophies are damaged or totally destroyed because **You** have not followed the manufacturer's instructions.

**Please also see the General Exclusions, which apply in addition to the exclusions in this Section**

## Conditions for Section five

**You** must notify the police immediately **You** discover **Your** cups or trophies have been lost, stolen or deliberately damaged

## Section six

# Buildings and Equipment

### What is covered

Loss or damage to **Buildings** or **Equipment** owned, hired or used by the **Club** where such loss or damage results from an **Incident** occurring during the **Period of Insurance** within the **Territorial Limits**

**Insurers** will pay for:

- the cost of repairing damaged **Buildings** or **Equipment** to bring them back to the same condition they were in before they were damaged; or
- the cost of replacing **Equipment** with the same or very similar **Equipment** if the cost of repair is more than it was worth or it is lost, stolen or destroyed.

### What is not covered

**Insurers** will not pay the **Excess** or:

- More than the **Buildings** or **Equipment** was worth.
- Any amount in respect of loss or damage to:
  - a. **Buildings** or **Equipment** or fixtures and fittings **You** do not own or are not responsible for
  - b. **Money**, cups or trophies
  - c. **Equipment if**:
    - i. it is left in the open unless **You** are using it at the time of the **Incident**.
    - ii. damage arises because **You** have not followed the manufacturer's instructions.
    - iii. It is not at the **Club** allotment or at an **Event** or accompanied by **You** or an **Employee** when in transit between the **Club** allotment and an **Event**.
- Any claim for storm damage to **Buildings** or **Equipment** stored inside unless the **Building** is made of brick or stone or concrete or metal with a roof constructed of slates or tiles or concrete or metal unless you have told **Us** and the **Insurers** have agreed to this in writing

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

**Please also see the General Exclusions, which apply in addition to the exclusions in this Section**

## Conditions for Sections five and six

Should the **Sum Insured** of any of the cups, trophies, **Buildings** or **Equipment** covered under Sections five or six be less than the current cost of replacing with new when any loss, destruction or damage occurs then **You** shall be considered to be **Your** own insurer for the difference and shall bear a proportional share of the claim costs accordingly unless otherwise previously agreed in writing by **Insurers**.

## Exclusions for Sections five and six

**Insurers** will not pay any claim for the theft of **Equipment** or cups or trophies from **Buildings** unless, at the time of the theft, such **Buildings** are securely locked with all doors fitted with five lever mortice deadlocks meeting BS3621 and all accessible opening windows are secured with key operated window locks or as agreed by **Us**

## Section seven

# Abandoned Events

### What is covered

### What is not covered

<p><b>Insurers</b> will pay for any costs <b>You</b> are unable to recover following the cancellation of an <b>Event</b> or part of an <b>Event</b> due to circumstances beyond <b>Your</b> control</p>	<p><b>The Excess</b></p> <p>Any amount if the <b>Event</b> is cancelled or stopped because:</p> <ul style="list-style-type: none"><li>• of the weather.</li><li>• not enough people attend or take part.</li><li>• of a lack of <b>Money</b> or financial support.</li><li>• somebody booked to attend cancels, does not arrive or leaves early.</li><li>• of foot and mouth or any other livestock contamination.</li></ul>
<p>The maximum <b>Insurers</b> will pay under this Section is the <b>Sum Insured</b> shown in <b>Your Schedule of Insurance</b></p>	<p><b>Please also see the General Exclusions, which apply in addition to the exclusions in this Section</b></p>

## Conditions for Section seven

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

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

## Section eight

# Loss of Money

### What is covered

**Insurers** will pay for **Money** that is lost, stolen damaged or destroyed during the **Period of insurance** when it is:

- at an **Event**.
- being taken to or from a bank by **You** or by an **Employee**.
- **Employee**.
- in a locked safe in a building or a bank night safe.
- in a home of an official or committee member
- being taken to or from a home of an official or committee member

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

### What is not covered

- The **Excess**
- More than the maximum **Sum Insured** for each **Incident** where **Money** is lost, stolen damaged or destroyed.
- Any amount because of mistakes in counting or bookkeeping.
- Any other financial loss as a result of **Money** being lost, stolen, damaged or destroyed.
- Any amount because **Money** has been stolen by an **Employee** if it is not discovered within 7 days.
- If **Money** is lost, stolen, damaged or destroyed when it is in an unattended vehicle.
- Any amount if **Money** is lost or stolen from a coin operated machine.
- Any amount because of the use of forged **Money**.
- Any amount if **Money** has depreciated in value.

**Please also see the General Exclusions, which apply in addition to the exclusions in this Section**

## Conditions for Section eight

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

# General Exclusions Applicable to this Insurance

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

**Insurers** will not be liable for

- (a) loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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

**Insurers** will not be liable for any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

## 3. Terrorism

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

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

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

For the purpose of this Exclusion Terrorism means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political, religious, ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

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

In the event that any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

## General Exclusions Applicable to Insurance (continued)

### 4. Pressure Waves

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

### 5. Change in Water Table Level

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

### 6. Data Change/Computer Clause

**Insurers** will not pay for any loss or damage or destruction caused by or liability of whatsoever nature arising from

- (a) the failure of any computer or other equipment or system for processing, storing or retrieving data whether the property of the **Insured** or not and whether before, during or after the year 2000 to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date
- (b) loss damage or destruction to records, discs cassettes, tapes and computer discs
- (c) dismantling or misuse
- (d) loss or damage or destruction to computer and auxiliary equipment or computer media directly and indirectly occasioned by or arising from **Virus or Similar Mechanism** or hacking
- (e) the cost of replacing data

### 7. Electrical or mechanical breakdown

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

### 8. Asbestos Exclusion

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

- This Exclusion shall not apply in respect of such removal or disposal provided that
- (a) such activity does not form part of the **Insured's** usual business or contract and
  - (b) the discovery of asbestos by the **Insured** is unintentional and accidental and
  - (c) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
  - (d) an HSE licensed asbestos removal contractor is employed if legally required
    - (i) to make safe the area in which the discovery is made as soon as is practicable
    - (ii) who has Employers Liability and Public Liability insurances in force
      - that provide Limits of Indemnity no less than those stated in the **Schedule of Insurance** and
      - that do not exclude the work to be carried out

## General Exclusions Applicable to the Whole of this Insurance (continued)

### 9. Other General Exclusions

**Insurers** will not be liable for

- (a) loss or damage or destruction to property caused by faulty or defective design or materials, inherent vice, latent defects, frost, faulty or defective workmanship, operational error or omission, lack of maintenance, vermin, insects, rot, woodworm, damp, condensation, mildew, fungus, corrosion, rust, shrinkage, evaporation, depreciation, wear and tear, normal deterioration, any process of cleaning or repair or restoration or alteration, scratching, marring, denting, atmospheric or climatic conditions, the action of light or any gradually operating cause.
- (b) Any claim arising from the bursting of
  - (i) any boiler not used for domestic purposes only
  - (ii) any economizer or other vessel or apparatus belonging to or under the control of the **Insured** in which internal pressure is due to steam only
- (c) loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any direct or indirect consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons
- (d) any loss, damage, destruction or injury as a consequence of illegal activities or caused by deliberate acts by the **Insured**
- (e) any loss of value following a claim payment
- (f) any claim, including theft, which arises from deception, fraud or the use of stolen, forged, or invalid cheques, bank drafts or bank notes or any other financial instrument
- (g) any loss damage or destruction to vehicles licensed for road use (including accessories thereon)
- (h) any injury, loss of or damage or destruction to livestock, growing crops or trees
- (i) the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages
- (j) any amount if the property is damaged when it is being cleaned, dyed, repaired or restored
- (k) any compensation, costs and expenses that are covered by another insurance policy
- (l) loss damage or destruction from pollution or contamination unless arising in consequence of loss damage or destruction caused by or resulting in an **Incident** insured by Section six.

## General Conditions Applicable to this Insurance

### Conditions 1 to 6 are all conditions precedent to any liability of Insurers under this policy

1. **Observance of Terms**  
You must observe the terms, Exclusions and Conditions of this policy
2. **Criminal Record**  
You must advise Us of the bankruptcy of anyone named as the **Insured** or **Trusted Person** or their conviction of arson, deception, forgery, theft, robbery or receiving or any crime of violence associated with any of these offences or with any other offence against property (If any doubt exists as to whether any change is within this Condition it should be advised to Us)
3. **Reasonable Care**  
You must take all reasonable steps to prevent **Injury** loss damage destruction or accidents. You must act at all times as if You are uninsured and attempt to keep all costs and expenses in respect of any claim to a minimum. You must comply with all statutory obligations and regulations
4. **Alteration in Risk**  
Insurers will not be liable for any loss damage destruction or legal liability following
  - (a) alteration of the **Premises** or occupation thereof or to the **Business** whereby the risk of damage or legal liability is increased
  - (b) cessation of the **Insured's** interest except by will or operation of law
  - (c) alteration of partners having operational control of the **Insured** unless such alteration is agreed in writing by **Insurers**
5. **Risk Improvement Requirements**  
All Risk Improvement Requirements notified to and agreed by or on behalf of the **Insured** shall be complied with and continue to be complied with during the whole currency of the policy
6. **Application Form**  
The answers and statements in the **Application Form** are true and complete
7. **Other Insurance**  
If any claim covered by this policy is also covered in whole or in part by any other insurance the liability of **Insurers** shall be limited to their rateable proportion of such claim
8. **Fraudulent Claims**  
If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this policy all benefit hereunder shall be forfeited
9. **Misrepresentation or non-disclosure**  
You must take reasonable care to answer the insurers questions fully and accurately and ensure that the information is not misleading.  
Failure to answer the insurers questions honestly or any deliberate attempt by you to mislead will result in the policy being voided.
10. **Arbitration**  
If **Insurers** accept Your claim but You disagree over the amount You will be paid, the dispute will be referred to an Arbitrator who will be appointed in accordance with current law. When this occurs the Arbitrator must decide on an award before You can bring proceedings against **Insurers**

## General Conditions Applicable to the Whole of this Insurance (continued)

### 11. Cancellation by Insurers

**Insurers** can cancel this insurance by giving not less than thirty days' notice in writing to **You** at **Your** last known address and **Your Premium** will be adjusted by making a deduction for the proportion of time on risk when **You** were covered up to the cancellation date. No cancellation charge will be made.

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

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

### 13. English Law This contract is subject to English law

## Claims Procedure

The following paragraphs 1 to 7 inclusive are all conditions precedent to the liability of **Insurers** under this policy

1. **You** will on the happening of any loss damage, injury or destruction to the property insured give immediate notice thereof in writing to **Us** and shall at **Your** own expense within thirty days after the happening of such loss damage or destruction send **Us** a claim in writing with such detailed particulars and proofs as may be reasonably required. If **Insurers** elect or become bound to reinstate any **Buildings You** must furnish to **Us** all such plans, specifications and quantities as **Insurers** may reasonably require
2. In the case of loss or damage by theft or any attempted theft or malicious damage **You** will also give immediate notice to the police
3. **You** will on receiving notice of any accident or claim give immediate notice in writing to **Us** and shall supply full particulars in writing and shall send to **Us** any writ, summons or other legal process issued or commenced against **You** unacknowledged and will give all necessary information and assistance to enable **Insurers** to settle or resist any claim or to institute proceedings and shall not negotiate, pay, settle, admit or repudiate any claim
4. Whenever anything occurs which might give rise to a claim under this policy **You** will do and permit to be done all things reasonably practicable to minimise the damage or to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
5. **You** will provide all help and assistance and co-operation required by **Insurers** in connection with any claim
6. **You** shall at **Your** own expense furnish to **Insurers** any certificates information and evidence that may from time to time be required by **Insurers** and in the form prescribed by **Insurers**
7. Any claim for costs and expenses incurred by **You** in replacing or restoring documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by **Insurers**

### **Insurers will be entitled:**

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









Touring caravan insurance



Motorhome insurance



Home insurance



Static caravan insurance



Park home insurance



Car insurance



Trailer tent insurance



Camping insurance



Folding caravan insurance



Canine clubs insurance



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## Shield Total Insurance

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