



TOWER GATE
MARINE UNDERWRITING

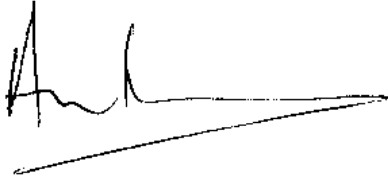
The Boat Club

Policy Wording

IMPORTANT

This policy has been designed to provide cover for the aspects of your business proposed to us by you.

It is important that you read the document to ensure you fully understand its terms and conditions and to satisfy yourself that the cover provided is in accordance with your requirements.



Tony Harris

Managing Director

For and on behalf of Towergate Marine Underwriting.
A division of Towergate Underwriting Group Ltd.

CONTACT INFORMATION

TOWERGATE MARINE UNDERWRITING

Underwriting Department : Claims Department :

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LYMINGTON
Hampshire
SO41 9AL

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Eastgate House
Eastgate Street
GLOUCESTER
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Registered Office : Towergate House, 2 County Gate, Stacey Street, Maidstone, ME14 1ST
Registered Number: 4043759
Authorised and regulated by the Financial Services Authority

Underwritten by the following Insurers as specified on the schedule:

CGU Insurance (Trading as Norwich Union) and
Pihevavis, Perth
Scotland
PH2 0NH

Underwriters at Lloyds
Lloyds of London
1 Lime Street
EC3M 7HA

Registered In Scotland, Number: 2116
Main Business: Insurance Company
Authorised and regulated by the
Financial Services Authority

Main Business: Insurance Underwriter
Authorised & regulated by the
Financial Services Authority

GENERAL PROVISIONS

A. INTRODUCTION

1. Your Policy and Schedule is a legally binding contract between us, the Insurers named for the relevant Section and you, the Insured, named on the Schedule.
2. Your Policy is arranged between Towergate Marine Underwriting, (part of the Towergate Underwriting Group Limited) THS House, 91-92 High Street, Lymington, Hampshire, SO41 9AP (telephone number 01590 671560, facsimile number 01590 679893) who are authorised by the insurers to sign and issue the policy documentation on their behalf. All correspondence with us should be addressed to Towergate Marine Underwriting at the above address.
3. Please read these documents carefully. The cover that you have is shown in the Schedule by the Sections that are stated as being included and details of the cover in each Section is then included in the relevant Section 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 us immediately. If you arrange this insurance through a broker or agent you should communicate with us through them.
4. This contract has been based on the answers you gave to us on your proposal form 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.
5. You are responsible to us for the payment of the premium. We will insure you under those Sections shown in the Schedule subject to the conditions and other terms of the Policy during any Period of Insurance for which we have accepted your Premium or for which you have agreed to pay.
6. Reference to payment of premium includes payment 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 liability and the Credit Agreement being cancelled, the Policy being cancelled from the date when the premium became due.

B. OUR SERVICE

Our goal is to give excellent service to all of our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

C. COMPLAINTS

If you are not satisfied with the service we provide for you and you want to complain, please contact:

Towergate Marine Underwriting
THS House
91-92 High Street
Lymington
Hampshire
SO41 9AP

We take all complaints we receive very seriously and will handle any complaint promptly and fairly. If you make a complaint, we will acknowledge it promptly, explain how we will handle it, tell you what you need to do and tell you how your complaint is progressing. We will record and analyse your comments to make sure we continually improve our service.

If at any time you have a complaint about the services provided by your insurer for you then you should contact :

The Chief Executive
Norwich Union Insurance
Surrey Street
Norwich
NR1 3NG

Or
Lloyds Complaints Dept
Lloyds of London
1 Lime Street
London
EC3M 7HA

Telephone No: 0207 3275693
Fax No: 0207 3275225

If you are not happy with the outcome of your complaint, you may be eligible to refer it to:

The Financial Ombudsman Service (FOS)
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Helpline Telephone Number: 0845 080 1800
Switchboard: 020 7964 1000
Website: www.financial-ombudsman.org.uk

The Boat Club Policy

The FOS will only consider your complaint if you have given us the opportunity to resolve it. Following the complaints procedure does not affect your right to take legal action.

Definition of an eligible complaint

An eligible complaint is either a private individual, a business with a group annual turnover of less than £1 million, 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 at the time of complaint.

Financial Services Compensation Scheme.

We are covered by the Financial Services Compensation Scheme. You will be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Where the claim is in respect of a liability subject to compulsory Insurance: 100% of the claim. In all other cases 100% of the first £2000 and 90% of remainder of the claim.

D. LAW AND JURISDICTION

This policy is subject to English law and any dispute arising under this Policy will be decided in accordance with English law. Marine Insurance under English law is subject to an Act of Parliament called the Marine Insurance Act 1906. Accordingly, that Act will regulate our dealings in respect of Marine Insurance. Furthermore, so far as the insurance is upon a ship or vessel, or goods moving upon a ship or aircraft, or otherwise involves a ship or vessel, you agree to submit to the exclusive jurisdiction of the English High Court in London for all disputes arising between us and you.

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The words listed below carry the same meaning wherever they appear in the Policy in capital letters unless their meaning is varied by a specific Definition or otherwise in a particular Section.

ACCIDENT	Fortuitous loss or damage.
BODILY INJURY	Shall include death, injury, illness and disease.
BUILDINGS	Buildings, including outbuildings, walls, gates and fences, landlord's fixtures, fittings, fixed glass and its framework being the PROPERTY of the INSURED or for which the INSURED are responsible.
BUSINESS	The occupation stated in the policy Schedule.
CONTENTS	<p>Fixtures, fittings, furniture, machinery, fixed glass and its framework, tenant's improvements and all other club contents being the PROPERTY of the INSURED or for which the INSURED are responsible.</p> <p>The term 'all other contents' shall include:</p> <ul style="list-style-type: none"> a) documents, manuscripts and business books but only for the cost of the materials together with the cost of clerical labour expended in reproducing such records; and b) computer systems records, but only for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing such records for an amount not exceeding GBP10,000, but excluding any expenses in connection with the production of information to be recorded in such documents, manuscripts, business books and computer systems records; c) patterns, models, moulds, plans and designs; d) money, securities and stamps for an amount not exceeding GBP250.
CRUISING RANGE	The area in which Club Boats may be used, displayed, moved or stored in accordance with the policy terms.
DAMAGE	Accidental loss, destruction or damage.
ELECTRONIC EQUIPMENT	Personal computers, keyboards, VDUs and printers, dedicated word processing equipment, desk-top publishing units, multi-user small business computers, facsimile machines, photocopiers, computer aided design equipment and telecommunications equipment.
EMPLOYEE	<p>Any person whilst:</p> <ul style="list-style-type: none"> a. engaged under a contract of service or apprenticeship with the INSURED; b. acting in the capacity of non-executive director of the INSURED; c. supplied to hired or borrowed by the INSURED in the course of the BUSINESS including but not limited to: <ul style="list-style-type: none"> i. labour masters or persons supplied by them; ii. labour only subcontractors; iii. self-employed persons; iv. drivers or operators of hired in plant; v. persons engaged under work experience training study exchange or similar schemes vi. voluntary workers; vii. persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation; viii. prospective EMPLOYEES who are being assessed by the INSURED as to their suitability for employment; <p>and where the INSURED so requests:</p> <ul style="list-style-type: none"> ix. outworkers or homeworkers employed under contracts to execute personally any work in connection with the BUSINESS whilst they are engaged in that work.

INSURED	<ul style="list-style-type: none"> a. The first named party in the policy schedule. b. Any associated or subsidiary company of the first named party and which is named in the policy schedule operating in or from PREMISES in Great Britain Northern Ireland the Channel Islands or the Isle of Man. c. At the request of the INSURED: <ul style="list-style-type: none"> i) any director or EMPLOYEE of the INSURED while acting on behalf of or in the course of their employment or engagement by the INSURED in respect of liability for which the INSURED would have been entitled to indemnity under this section if the claim against such person had been made against the INSURED; ii) any officer, member or EMPLOYEE of the INSURED'S social sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such; iii) any director, partner or senior official of the INSURED in respect of work carried out by an EMPLOYEE of the INSURED for any such person with the consent of the INSURED. d. In the event of the death of the INSURED, the personal representatives of the INSURED, provided that such person shall as though they were the INSURED, observe, fulfil and be subject to the terms, exceptions, conditions and endorsements of this policy as far as they can apply.
INSURED PERSON	Persons as named in the schedule.
INSURERS	Norwich Union Insurance Limited unless otherwise stated.
MONEY	Cash, Bank Notes, Cheques, Giro Cheques, Bankers Drafts, Money Orders, Postal Orders, Bills of Exchange, unused Postage Stamps, National Insurance Stamps, National Savings Stamps and Certificates, Holidays with Pay Stamps, Credit Company Sales Vouchers, V.A.T. Purchase Invoices, Customer Redemption Vouchers and unused units in franking machines, all the INSURED'S own or for which he/she is legally responsible and Trading Stamps and Luncheon Vouchers, the INSURED'S own only whilst in his custody.
NORTH AMERICA	The United States of America or Canada or any territory within their jurisdiction.
OFFSHORE (applies to section 6a and 6b only)	From the time of embarkation by an EMPLOYEE onto a conveyance at the point of final departure to either an OFFSHORE rig or OFFSHORE platform until disembarkation by an EMPLOYEE from a conveyance onto land upon return from either an OFFSHORE rig or OFFSHORE platform.
POLLUTION	Shall mean: <ul style="list-style-type: none"> a. pollution contamination of any description of BUILDINGS or other man made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within BUILDINGS or other man-made or natural structures; b. all loss or DAMAGE or BODILY INJURY directly or indirectly caused by such pollution or contamination.
PREMISES	That part of the BUILDINGS situated at the addresses shown in the schedule and occupied by the INSURED for the purposes of the BUSINESS.
PRODUCTS	Goods including containers and packaging sold, supplied, installed, erected, repaired, treated or serviced by the INSURED including any advice, instruction or design relating to such goods.
PROPERTY	Shall mean material property including items more specifically defined herein.
REVENUE	The money paid to the INSURED for PRODUCTS sold and services rendered during the course of the BUSINESS, including but not restricted to subscriptions, membership fees, visitors fees, mooring charges, bar, catering, refreshment and other takings less the cost of any relative purchases.
STOCK	Stock held for sale including consumable goods but excluding wines spirits and tobacco.
TERRITORIAL LIMITS	Countries of the European Community including the coastal waters of these countries and adjoining offshore waters not exceeding 200 miles offshore.
YARD PLANT	The machinery and implements etc. used in the boatyard processes excluding that which is more specifically defined in the CONTENTS herein.

conditions applicable to all sections of this policy (except where otherwise stated)

- Compliance with Policy terms** 1. The INSURERS liability will be conditional upon the INSURED complying with the terms of this policy.
- Fraud** 2. If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the INSURED or anyone acting on his behalf to obtain any benefit under this policy or if any DAMAGE be occasioned by the wilful act or with the connivance of the INSURED all benefits under this policy shall be forfeited.
- Deception** 3. This policy does not insure against loss or DAMAGE directly occasioned by or through or in consequence of infidelity or dishonesty of any person to whom PROPERTY insured hereunder may be entrusted nor loss or DAMAGE resulting from the INSURED voluntarily parting with title or possession of any PROPERTY if induced to do so by any fraudulent scheme, trick, device or false pretence nor any unexplained loss, mysterious disappearance or loss or shortage disclosed on taking inventory.
- Omission and Misstatement** 4. If this policy or any renewal thereof has been obtained through omission to declare any circumstances known to the INSURED or which he might reasonably be expected to know which might influence the INSURERS assessment or acceptance of the risk or the policy or renewal has been obtained by misstatement by the INSURED or anyone acting on his behalf or if in any statement or declaration made in support of any claim there shall be any untruth or suppression, then this policy and any renewal thereof shall be retained by the INSURERS and all benefits hereunder and all rights to recover for past or future damage or loss shall be absolutely forfeited.
- Reasonable Precautions** 5. The INSURED shall take and cause to be taken reasonable precautions to prevent BODILY INJURY DAMAGE or financial loss.
- Notification of Claims** 6 a. The INSURED must report all ACCIDENT claims and civil proceedings to the INSURERS in writing as soon as possible and in case of Riot seven days.

b. Every letter, claim, writ or other document relating to any ACCIDENT claim or civil proceedings must be sent to INSURERS immediately and unacknowledged.

c. No admission of liability or promise of payment may be made without the INSURERS written consent.

d. The INSURED will give all information and assistance as required by INSURERS.
- Conduct of Claims** 7 a. The INSURERS are entitled to take over and conduct the defence or settlement of any claim at their discretion.

b. The INSURERS may at any time pay the limit of liability after deduction of any sums already paid or a less amount for which any claim or claims can be settled and shall then relinquish the conduct and control thereof and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to date of such payment.
- Limit of Indemnity** 8. If the INSURERS are liable to indemnify more than one party the total amount of the indemnity to all such parties together shall not exceed the amount specified in the schedule.
- Repair Location** 9. The INSURERS shall be entitled to decide the location of repair. The INSURERS shall also have a right of veto concerning the place of repair or repairing firm and may take tenders or may require tenders to be taken for any repairs.
- Reinstatement of Loss** 10. The INSURERS may at their option reinstate or replace any part of the INSURED'S PROPERTY damaged or destroyed instead of paying the amount of loss or DAMAGED in money. Reinstatement and/or replacement shall be as close to the original specification as possible but it is understood and agreed that it shall not be incumbent upon INSURERS to achieve an exact restoration. If the INSURERS elect to reinstate or replace, the INSURED shall take all reasonable steps to provide them when required with such plans, specifications and information as may be deemed necessary or expedient for the purpose.
- Assignment** 11. No assignment of or interest in this policy or in any moneys which may be or become payable thereunder is to be binding or recognised by the INSURERS unless a dated notice of such assignment of interest signed by the INSURED and (in cases of subsequent) the assignor be endorsed on this policy and the policy and such endorsement be produced before payment of any claim or any premium thereunder. But nothing in this clause to have effect as an agreement by the INSURERS to a sale or transfer.

- Adjustment of Premium** 12. Where premium has been calculated on estimates supplied by the INSURED and who shall keep an accurate record of information on matters for which estimates have been given which shall if required be available to INSURERS for inspection. Within one month of the expiry of each period of insurance the INSURED shall supply the INSURERS with a true statement of particulars necessary for the adjustment of the premium and should these particulars differ from the estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment or refund as the case may be but subject to any minimum premium retentions there may be stated on the policy schedule.
- Non-payment of Premiums** 13. In the event that premiums requested by INSURERS for subsequent renewals remain unpaid after 28 days from the renewal date and in the absence of any formal arrangements to ensure payment, this policy will be deemed to have lapsed with effect from renewal. No further cover will be provided by INSURERS without submission of a fresh proposal at which time the INSURERS may (at their discretion) reinstate cover. In the event of reinstatement the INSURERS reserve the right to decline cover for the period during which the premium remained unpaid.
- Instalment Payment of Premiums** 14. If payment under this policy is effected by instalments - in the event of any instalment payment not being received on the due date then cover will be deemed to have ceased from the due date and reinstatement will be subject to 13 above.
- Cancellation and return of Premiums** 15. This insurance or any section thereof may be cancelled by the INSURERS at any time subject to 15 days notice to the INSURED or by mutual agreement, when a pro rata daily net return of premium shall be made calculated on 70% of the premium charged for the policy period.
- Jurisdiction** 16. This insurance is subject to English jurisdiction.

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| Claims Procedure | 1. | In the event of any occurrence which may give rise to a claim under this insurance notice must be given to the INSURERS as soon as practicable. |
| | 2. | Full information of the occurrence must be given in writing as soon as possible thereafter with names and addresses of witnesses and any third party claimants. |
| | 3. | The INSURED must send unacknowledged to Towergate Marine Underwriting as soon as possible all claims, letters, summonses, writs, or documents which they receive from third parties and give to the INSURERS whatever assistance and information they may require. |
| Reporting procedure malicious DAMAGE or theft | 4. | In the event of circumstances giving rise to or likely to give rise to a claim the INSURED shall report it to the Police immediately in the event of loss destruction or DAMAGE by malicious persons or theft. |
| Admissions to Third Parties | 5. | No liability of any sort shall be admitted and no undertaking given, nor may any offer promise or payment be made or legal expenses incurred by the INSURED without the written consent of the INSURERS, who shall be entitled, if they so desire, to take over the conduct in the name of the INSURED the defence of any action, or to prosecute any claim for indemnity or damages or otherwise against any third party. |
| Repairs and Tenders | 6. | The INSURERS shall be entitled to decide the port to which a vessel proceeds for docking or repair, the additional expense of the voyage arising from compliance with the INSURERS requirements being refunded to the INSURED. The INSURERS shall have a right of veto concerning the place of repair or repairing firm and may take tenders or may require tenders to be taken for the repair of the vessel. |
| Constructive Total Loss | 7. | In ascertaining whether a vessel is a constructive total loss the Insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of a vessel or wreck shall be taken into account. No claim for constructive total loss based upon the cost of recovery and/or repair shall be recoverable unless such cost would exceed the insured value. |
| Unrepaired Damage | 8. | In no case shall the INSURERS be liable for unrepaired DAMAGE in addition to a subsequent total loss sustained during the period of insurance shown in the schedule. |
| Other Insurances | 9. | In the event of any claim arising which is also recoverable under any other insurance policy the INSURERS shall not be liable for more than their rateable portion of such a claim. |
| Arbitration | 10. | If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such a difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the INSURERS. |

Applicable to all sections of this policy - except where otherwise stated

Standard Excesses

1. In respect of any one claim this policy does not cover:
- | | | | |
|-------------|--------------|-------------|--|
| the first : | GBP 250.00 | Section 1 | - All Risks Premises except |
| | Nil | | for claims arising from Fire Lightning & Explosion |
| | GBP 25.00 | | for claims arising from Members Effects claims |
| | GBP 1,000.00 | | for claims arising from Subsidence, Heave, Landslip Claims |
| | GBP 250.00 | Section 11b | - Engineering |
| | GBP 100.00 | Section 6b | - Public Liability - Third party property DAMAGE |
| | GBP 50.00 | Section 5 | - Loss of Licence |
| | | Section 9 | - Club Boats - Own DAMAGE other than Total loss |
| | GBP 25.00 | Section 2 | - All Risks - all claims |
| | Nil | Section 3 | - Money |
| | | Section 4 | - Loss of Revenue |
| | | Section 8 | - Personal Accident |
| | 10%of Loss | Section 7 | - Fidelity Guarantee |

unless otherwise specified in the policy or schedule.

This policy does not cover loss, DAMAGE, expense or any legal liability of whatsoever nature directly and/or indirectly caused by or contributed to by or arising from:

Radioactive contamination Exclusion

2. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- i. ionising radiation's or contamination by radioactivity from any nuclear fuel or from any 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.

War

3. 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 suppressing or in any way relating to i and/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.

Sonic Bangs Exclusion

4. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

TERRORISM

5. This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following:

- 1 Terrorism
- 2 civil commotion in Northern Ireland
- 3 any action taken in controlling preventing suppressing or in any way relating to 1 and/or 2 above

except as stated in the Special Provisions - Terrorism below

Applicable to all sections of this policy - except where otherwise stated

and provided that

1 and/or 3 above shall not apply to:

Glass
 Money & Personal Accident (Assault)
 Loss of Licence
 Fidelity Guarantee

and 2 above shall not apply to:

Employer's Liability
 Public and/or Products Liability
 Personal Accident

Terrorism is defined as any act or acts including but not limited to

- a the use or threat of force and/or violence and/or
- b 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 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.

In any action suit or other proceedings where the insurer(s) allege(s) that any consequence whatsoever resulting directly or indirectly from or in connection with 1 and/or 3 above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon the insured.

Special Provisions – Terrorism

Subject otherwise to the terms conditions exceptions and exclusions of the policy

- a When any of the following covers are insured by this policy

Employer's Liability
 Public and/or Products Liability

neither of the exclusions in 1 and 3 above shall apply to:

- i Employers Liability (other than Excess of Loss Employers Liability) but the Limit/Amount of Indemnity for the purposes of Special Provision a - Terrorism is limited to £5,000,000 including costs and expenses
- ii Public and/or Products Liability (other than Excess of Loss Public and/or Products Liability) but the Limit/Amount of Indemnity for the purposes of Special Provision a - Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is the lower

- b When any of the following covers are insured by this policy

Personal Accident
 Business Travel
 Sickness

neither of the exclusions in 1 and 3 above shall apply to those covers provided that for the purposes of Special Provision b - Terrorism the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of:

- a any limits amounts payable or maximum accumulation stated in the schedule or
- b £1,000,000

In the event of a claim exceeding the total amount payable under this Special Provision b - Terrorism the Company's liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

Applicable to the section specified only

- | | | |
|--|----|---|
| Cruising Range (Section 9) | 1. | Warranted cruising within the limits stated in the schedule or, held covered on terms to be arranged (subject to prompt advices). |
| Speed (Section 9) | 2. | Warranted that the maximum design speed of the Insured vessel, or the parent vessel in the case of a vessel with boat(s) does not exceed 17 knots. Where the INSURERS have agreed to delete this warranty, the conditions of the speed boat clause (Endorsement No.3) shall also apply. |
| Use of Vessel (Section 9) | 3. | Warranted not to be let out on hire or charter unless specially agreed by the INSURERS and enclosed hereon. |
| Condition of Vessel (Section 9) | 4. | Warranted that the INSURED shall take all reasonable steps to maintain all vessels in a proper state of repair and seaworthiness and to safeguard them from DAMAGE. |
| Materiality (All Sections) | 5. | The INSURED shall give INSURERS immediate notice in writing of any alteration which materially effect the risks insured. |

COVER

The PROPERTY described in the Schedule belonging to the INSURED or for which the INSURED is legally responsible is covered against DAMAGE malicious acts or theft sustained at the PREMISES including costs and expenses necessarily incurred in removing debris following such DAMAGE or whilst temporarily removed or in transit within the TERRITORIAL LIMITS.

STANDARD CLAUSES APPLICABLE**Construction and Heating of BUILDINGS**

As described by THE INSURED on the proposal form.

Designation of PROPERTY

For the purpose of determining, where necessary, the item under which any PROPERTY is insured, the INSURERS agree to accept the designation under which such PROPERTY has been entered in the INSURED'S books.

Fire Extinguishing Appliances

Where a discount has been allowed in consideration of the installation of fire extinguishing appliances in accordance with details lodged with the INSURERS, the INSURED undertakes to maintain the said appliances in efficient working order during the currency of this Section. Subject to the observance of this undertaking, this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances beyond the control of the INSURED.

Notice of Occupancy

Notice is to be given to the INSURERS immediately if any of the BUILDINGS referred to in the schedule become unoccupied or when any unoccupied portion of such BUILDINGS become tenanted and a suitable additional premium is to be paid if required.

Reinstatement of Sum Insured

It is agreed that in consideration of the limits of liability not being reduced by the amount of any claim or claims arising from any one event, the INSURED shall pay the appropriate extra premium on the amount of such claim or claims from the date thereof to the date of the expiry of the period of insurance.

STANDARD EXTENSIONS

The sum insured on each item includes:

Architects' fees, Local Authorities and Debris Removal

1. architects' and surveyors fees necessarily incurred in the reinstatement of the BUILDINGS insured but not including fees for preparing any claim;
2. the additional cost of reinstatement of the BUILDINGS insured necessarily incurred to comply with statutory building regulations or municipal or local authority bye-laws;
3. expenses necessarily incurred in removing debris, dismantling or demolishing and shoring-up or propping of the PROPERTY insured consequent upon DAMAGE covered under this section. The liability of the INSURERS shall in no case under this clause and the section exceed the sum insured by each item of the schedule.

Burglary Damage to Premises

DAMAGE to the PREMISES if caused by thieves in the course of theft or attempted theft involving entry to or exit from the PREMISES by forcible and violent means provided that the liability of the INSURERS shall not exceed in the aggregate the sum insured under this section.

Capital Additions

It is agreed that the insurance by this section shall, subject to its terms and conditions, extend to cover the following PROPERTY situate anywhere within the TERRITORIAL LIMITS.

1. Any newly erected and/or newly acquired BUILDING and/or CONTENTS and
2. alterations, additions and improvements to BUILDINGS and/or CONTENTS but not in respect of any appreciation in value. Provided that the maximum liability of the INSURERS at any one situation under this clause shall not exceed:
 - i. 10% of the total BUILDINGS and CONTENTS sum insured by this section;
 - or
 - ii. GBP 500,000
 whichever is the lower.

The INSURED undertake(s) to provide particulars of such extensions of cover as soon as practicable and in any event at intervals of not more than 6 months and to effect specific insurance thereon retrospective to the date of the commencement of the INSURED'S liability.

Changing Locks

Costs incurred as a result of the necessary replacement of locks at the PREMISES following theft of keys from the PREMISES or from the home of any member or EMPLOYEE authorised by the INSURED to hold such keys provided that the INSURERS' liability shall not include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the PREMISES whilst closed for BUSINESS or exceed GBP 500 any one occurrence.

Contracted Purchasers	If at the time of DAMAGE to any BUILDING hereby insured, the INSURED shall have contracted to sell his interest in such BUILDING and the purchase shall not have been but shall be thereafter completed, the purchaser on the completion of the purchase, if and so far as the PROPERTY is not otherwise insured by or on behalf of the purchaser against such DAMAGE, shall be entitled to the benefit of this policy so far as it relates to such destruction or damage without prejudice to the rights and liabilities of the INSURED or the INSURERS under this section up to the date of completion.
Fixed Glass	DAMAGE to fixed glass (including its framework, lettering or any intruder alarm foil attached to it) at, the PREMISES including the cost of necessary boarding up pending replacement.
Mortgagee	The act or neglect of any mortgagee, leaseholder, lessee or occupier of any BUILDING hereby insured whereby the risk of DAMAGE is increased without the authority or knowledge of any mortgagor, freeholder or lessor shall not prejudice the interest of the latter party (parties) in this insurance provided they shall notify the INSURERS immediately on becoming aware of such increased risk and pay additional premium if required.
Non-Invalidation	The insurance by this section shall not be invalidated by any act, omission or alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the INSURED provided that immediately they become aware thereof they shall give notice to the INSURERS and pay additional premium if required.
Temporary Removal	The cover provided by this section shall apply to the PROPERTY insured whilst temporarily removed for cleaning, renovation, repair or other similar purpose up to 15% of the sum insured for CONTENTS.
Television Aerials	Radio and television receiving aerials their fixtures or masts at the PREMISES.
Underground Services	Underground water, gas, electricity, sewage, drainage or telephone pipes, wires or cables extending from the PREMISES to the public main sanitary fittings, fixed sanitary ware and fittings at the PREMISES.

LIMITS OF LIABILITY

The INSURERS' liability during any one Period of Insurance shall not exceed in respect of:

ELECTRONIC EQUIPMENT	1. any PROPERTY specified in the Schedule, the Sum Insured set against it, provided that the INSURERS' liability in respect of Electronic Equipment shall not exceed GBP 20,000 unless otherwise specifically stated;
	2. all DAMAGE, the total of the Sums Insured specified in the schedule;
Personal Effects	3. personal effects belonging to any member or EMPLOYEE of the INSURED, the amount of GBP 250 any one person always provided that such personal effects are specified in the schedule.

CLAIMS SETTLEMENT

Following DAMAGE the INSURERS will pay the cost of reinstating the PROPERTY equal to its condition when new provided that:

	1. this is carried out without delay and in the most economical manner;
Partial DAMAGE	2. when any PROPERTY is partially damaged the INSURERS' liability shall not exceed the reinstatement cost that would have been incurred had it been wholly destroyed;
	3. no payment will be made until reinstatement has been carried out unless otherwise agreed by INSURERS;
Unrepaired DAMAGE	4. if the damaged PROPERTY is not reinstated a loss will be settled after allowance for depreciation;
Business Files	5. in respect of business files the INSURERS' liability shall be limited to costs and expenses incurred in reproducing or recompiling them but shall not include the value to the INSURED of the information that they contain;
Plant & the like in the Open	6. losses in respect of gaming machines, plant stored in the open and members effects shall be settled after allowance for wear and tear and depreciation.
Underinsurance	If at the time of DAMAGE the total of the sums insured specified in the schedule is less than 85% of the total reinstatement cost or indemnity value as appropriate of such PROPERTY, INSURERS shall bear only that proportion of any DAMAGE which the total of the sum insured shall bear to the total reinstatement cost or indemnity value as appropriate of such PROPERTY.

EXCEPTIONS TO SECTION 1

The INSURERS will not be liable under this Section for DAMAGE:

- | | | |
|------------------------------------|----|--|
| Blinds and Signs | 1. | to livestock, car telephones, motor vehicles or accessories whilst thereon; |
| Theft by a Member | 2. | to blinds and signs not securely fixed to the PREMISES; |
| Unexplained Shortages | 3. | arising from theft or attempted theft where the INSURED or any member or EMPLOYEE of the INSURED is concerned as principal or accessory; |
| Faulty Design | 4. | due to disappearance unexplained or inventory shortage misfiling or misplacing of information; |
| Corrosion & the like | 5. | caused by: <ul style="list-style-type: none"> a. faulty or defective design materials or workmanship, inherent vice, latent defect, gradual deterioration, wear and tear or frost; b. corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in temperature, colour, flavour, texture or finish, vermin, insect marring or scratching; c. subsidence, ground heave or landslip or the normal settlement or bedding down of new structures unless specifically stated in the schedule; d. collapse or cracking of BUILDINGS; |
| Subsidence and Heave | 6. | to PROPERTY caused by: <ul style="list-style-type: none"> a. its own mechanical or electrical breakdown or derangement; b. use contrary to the manufacturers' instructions; c. its undergoing any process; |
| Collapse and Cracking | 7. | to business files resulting from erasure or distortion of information on computer systems or other records: <ul style="list-style-type: none"> a. whilst mounted in or on any machine or data processing apparatus unless caused by DAMAGE to the machine or apparatus or by malicious persons; b. due to defects in such records or deliberate falsification; c. due to the presence of a magnetic flux or the deliberate act of the public supply undertaking in restricting or withholding electricity supply; |
| Mechanical Derangement | | |
| Contrary to Instructions | | |
| Undergoing a Process | | |
| Business Files | 8. | to any PROPERTY stored in the open unless such PROPERTY is specifically noted in the schedule but in any event excluding any PROPERTY stored in the open outside of the boundaries of the PREMISES. |
| PROPERTY stored in the Open | | |

COVER

The INSURERS will by payment or at their option by reinstatement or repair indemnify the INSURED in respect of DAMAGE or malicious acts to or theft of the PROPERTY described in the schedule occurring during the period of insurance subject to the terms, exceptions, definitions and conditions of the policy.

TERRITORIAL LIMITS

Unless otherwise stated in the schedule the Territorial Limits for this section will be:
Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

EXCEPTIONS

This section does not cover:

Wear and Tear

a. depreciation or DAMAGE caused by gradual deterioration, wear and tear or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alteration or repair to which the PROPERTY is subjected;

Frost and Water Table

b. DAMAGE to insured item/s caused by frost, change in ground water table level, its own faulty or defective design or materials;

Mechanical Derangement

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

Fraud, Dishonesty

d. acts of fraud or dishonesty on the part of any member or EMPLOYEE;

Unexplained shortages

e. disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error;

Theft From unattended Vehicles

f. theft from any unattended vehicle or craft unless the item/s are locked out of sight and there is evidence of forcible and violent entry to the vehicle or craft;

Breakage of Glass

g. breakage of china, glass, marble, earthenware or scratching or bruising of furniture, household or musical goods, unless caused by an accident to a vehicle, vessel or conveyance in which the PROPERTY is being carried.

COVER

- MONEY is covered against DAMAGE whilst within the TERRITORIAL LIMITS up to the limits of liability below in respect of any one occurrence.

The INSURERS will also pay for DAMAGE to any safe, strongroom, case, bag or waistcoat used for the storage or carriage of MONEY as a result of theft or attempted theft of MONEY.

LIMITS OF LIABILITY

Cheques Etc	1. Crossed Cheques, Crossed Giro Cheques, Crossed Bankers' Drafts, Crossed Money Orders, Crossed Postal Orders, used National Insurance Stamps, National Savings Certificates, Credit Company Sales Vouchers and V.A.T. Purchase Invoices.	GBP 250,000
In PREMISES when Closed	2. MONEY (other than 1 above): a. in the PREMISES when closed for BUSINESS and not contained in a locked safe or strongroom;	GBP 150
In Private Residence	b. in the dwelling of any person to whom such MONEY is entrusted;	GBP 350
Gaming Machines	c. in gaming machines - including money in the payout slots - in each Machine.	GBP 350
Other Money	3. MONEY (other than 1 above) in the PREMISES when closed for BUSINESS and contained in a locked safe or strongroom will be insured for the sum shown in the schedule provided that details of the safe/s or strongroom are also shown on the schedule and have been agreed by INSURERS.	
	4. MONEY (other than 1 to 3 above) unless otherwise stated in the schedule.	GBP 1,000

EXCEPTIONS

The INSURERS will not be liable under this Section for:

Shortages	1. Shortages due to error or omission.
Dishonesty of EMPLOYEES	2. DAMAGE due to the dishonesty of any director, partner or EMPLOYEE of the INSURED unless discovered within seven working days of its occurrence.
Safes and strong room	3. DAMAGE resulting from a safe or strong room being opened by the use of a key or a combination code through the key or combination code having been left on the PREMISES whilst closed for BUSINESS.

CARRYINGS WARRANTY

It is a condition of this policy that all transits of MONEY shall, where the amount of such MONEY is:

- in excess of GBP 2,000 but not exceeding GBP 5,000 be carried by two or more able bodied adult members or EMPLOYEES of the INSURED;
- in excess of GBP 5,000 but not exceeding GBP 7,500 be carried by three or more able bodied adult members or EMPLOYEES of the INSURED;
- in excess of GBP 7,500 be made either in the custody of a cash carrying security company which has been agreed by INSURERS or by any other method agreed in writing by INSURERS.

DEFINITION

INSURED PERSON

Any member or EMPLOYEE to whom the INSURED has entrusted MONEY, other than an EMPLOYEE of a professional security company or organisation, if at the time of the incident such person was acting on behalf of the security company or organisation.

COVER

If an INSURED PERSON suffers accidental BODILY INJURY as described below as a direct result of robbery or attempted robbery in the course of the BUSINESS, the INSURERS will pay the relevant sum specified below:

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|--------------------------|---|-------------------------------|
| Capital Benefits | <p>1. BODILY INJURY which within 24 months from occurrence is the sole and direct cause of</p> <ul style="list-style-type: none"> a. death; or b. loss of one or more limbs by physical separation at or above the wrist or ankle; c. permanent and total loss of use of one or both hands or legs; or d. total and irrecoverable loss of sight in one or both eyes. | <p>} GBP 10,000</p> |
| Total Disablement | <p>2. BODILY INJURY not resulting in loss of limbs or sight as defined in 1 which is the sole and direct cause of the INSURED PERSON being totally disabled and prevented from attending to any business or occupation with proof satisfactory to the INSURERS that such disablement has continued for 12 months from its occurrence and will in all probability continue for the remainder of the INSURED PERSON'S life.</p> | <p>} GBP 10,000</p> |
| Weekly Benefit | <p>3. BODILY INJURY which is the sole and direct cause of the INSURED PERSON being totally disabled and prevented from attending to his occupation, compensation for the period of such disablement but not exceeding 100 weeks.</p> | <p>GBP 100
(per week)</p> |
- Provided that:
- a. The INSURERS shall be liable to make only one payment under 1 and 2 in respect of any one INSURED PERSON resulting from an accident.
 - b. Weekly compensation under 3 shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the INSURED at intervals of not less than four weeks.
 - c. The INSURED PERSON shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the INSURERS' expense and as often as they require.

ADDITIONAL COVER

Damage to Clothing and Personal Effects

If clothing or personal effects of an INSURED PERSON sustain DAMAGE as a direct result of robbery or attempted robbery in the course of the BUSINESS, the INSURERS will make good such DAMAGE up to GBP 250 for any one INSURED PERSON.

COVER

If the BUSINESS carried on by the INSURED at the PREMISES is interrupted or interfered with due to DAMAGE to PROPERTY insured under section 1 of this policy the INSURERS will pay for the reduction in REVENUE incurred during the period beginning with the occurrence of DAMAGE and ending not more than twelve months later (or as stated in the schedule if different) during which the results of the BUSINESS shall be affected in consequence of the DAMAGE in accordance with claims settlement of this section.

Provided that when the DAMAGE occurs there is insurance in force under Section 1 of this policy covering BUILDINGS or other PROPERTY under which payment has been made or liability admitted.

ADDITIONAL COVER

The cover provided by this Section extends to include interference or interruption to the BUSINESS as a result of:

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|-----------------------------|---|
| Prevention of Access | a) DAMAGE to PROPERTY in the vicinity of the INSURED PREMISES by a cause stated within Section 1 of this policy which prevents access to the PREMISES; |
| Public Utilities | b) accidental failure of public supplies of electricity, gas or water at the terminal ends of the public supply undertaking's feed to the PREMISES as a result of DAMAGE at the land based premises of the public supply undertaking, or to the pipes and cables conveying the supply to the PREMISES by a cause covered under Section 1 of this policy, but not exceeding GBP 10,000 in respect of any one incident. |

EXCEPTIONS

INSURERS shall not be liable for DAMAGE arising directly or indirectly from:

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|------------------------------------|---|
| Erasure of Computer Records | a. erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters, strikers, locked out workers, persons taking part in labour disturbances or civil commotion's or malicious persons; |
| | b. other erasure, loss distortion or corruption of information on computer systems or other records, programs or software unless resulting from a peril covered under Section 1 of this Policy in so far as it is not otherwise excluded. |

CLAIMS SETTLEMENT

The INSURERS will pay:

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|-----------------------------------|---|
| Reduction of Revenue | 1. in respect of reduction in REVENUE on any shortfall in expected REVENUE resulting from the DAMAGE less any charges or expenses which are reduced because of the interruption; |
| Outstanding Debit Balances | 2. in respect of outstanding debit balances - the amount by which the outstanding debit balance traced or received following the DAMAGE shall fall short of the outstanding debit balances before the DAMAGE occurred; |
| Additional Expenses | 3. in respect of additional expenditure - that reasonably incurred to avoid a reduction in REVENUE (but not exceeding the amount which would otherwise have been payable under 1 above) or in tracing and establishing the outstanding debit balances (but not exceeding the amount which would otherwise have been payable under 2 above); |
| Professional Fees | 4. in respect of professional accountant's charges those reasonably incurred by the INSURED for producing and certifying any particulars required by INSURERS in connection with the investigation and verification of a claim. |

The amount payable under this section:

- | | |
|-----------------------|--|
| Underinsurance | 1. in respect of reduction in REVENUE or any additional expenditure incurred to avoid a reduction in REVENUE will be proportionately reduced if at the time of DAMAGE the estimated REVENUE specified in the schedule is less than 75% of the REVENUE which would have been earned during the period of insurance had the DAMAGE not occurred; |
| | 2. in respect of outstanding debit balances or any additional expenditure incurred in tracing and establishing outstanding debit balances will be proportionately reduced if at the time of DAMAGE the sum insured specified in the schedule is less than 75% of the total of the outstanding debit balances. |

SPECIAL CONDITIONS

If this Section covers outstanding debit balances, every three months the Insured shall record the current total of the outstanding debit balances and keep such records in a place other than at the PREMISES.

COVER

In the event of the licence granted in respect of the retail sale of excisable liquors at the PREMISES being:

- a. forfeited under the provisions of the legislation governing such licences;
- b. refused renewal by the appropriate licensing authority at the time of renewal;

due to causes beyond the control of the INSURED, INSURERS will pay or make good to the INSURED:

- 1. in respect of REVENUE the amount by which the REVENUE during the Indemnity period falls short of the standard REVENUE as a consequence of the loss of the licence;
- 2. any expenditure reasonably incurred in avoiding or reducing the loss of REVENUE which, but for that expenditure, would have been incurred as a consequence of the loss of licence but in any event not exceeding the reduction in loss of REVENUE avoided;

less any charges or expenses which are reduced because of the loss of licence.

INDEMNITY PERIOD

The period beginning at the date of the loss of the licence and ending not more than twelve months later (unless stated otherwise in the schedule) during which the results of the BUSINESS shall be affected by the loss of licence.

EXCLUSIONS

This Section does not cover any loss:

Planning Amendments

- 1. where the forfeiture or refusal to renew the licence directly or indirectly arises from any town or country planning improvement or redevelopment or redistribution of licences in connection therewith;

Alterations of the Law

- 2. arising from any alteration in the law affecting the grant surrender forfeiture or refusal to renew any licence;

Compensation

- 3. if the INSURED shall be entitled to obtain compensation under the provision of any Act of Parliament in respect of any refusal to renew the licence;

Illegal Drug Dealing

- 4. arising from the forfeiture or refusal to renew the licence on the suspicion of any illegal drug dealing at the INSURED'S PREMISES.

SPECIAL CONDITIONS

- 1. The INSURED must give notice in writing to INSURERS immediately the INSURED becomes aware of:

Transfer

- a. transfer or proposed transfer of the licence;

Complaints

- b. complaint against the PREMISES or the control of the PREMISES;

Breach of Licensing Laws

- c. proceedings against, or conviction of, the INSURED, his manager or other occupier of the PREMISES for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to his honesty, moral standings or sobriety;

in complying with this condition the INSURED is not required to include convictions regarded as "spent" by virtue of the Rehabilitation of Offenders Act 1974;

Objections

- d. objection to renewal or other circumstances which might endanger the licence or renewal thereof.

Notification Period

- 2. In the event of a forfeiture or refusal of renewal of the licence the INSURED must notify INSURERS in writing 24 hours after the order of the authorities or the event which has resulted in forfeiture or refusal or renewal of the licence and also state as far as the INSURED is able the grounds upon which such order has been made or particulars of such event.

PREAMBLE AND INDEMNITY CLAUSE

INSURERS as named in the attached policy schedule agree (subject to the terms, exceptions, conditions, endorsements and limits of indemnity) to indemnify the INSURED against:

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|---------------------------|--|
| BODILY INJURY | 1. All sums which the INSURED shall become legally liable to pay as damages and in addition claimants costs and expenses in respect of BODILY INJURY which arises in connection with the BUSINESS. |
| Costs and Expenses | 2. All costs and expenses incurred with the written consent of the INSURERS in respect of any claim against the INSURED which may be the subject of indemnity under this section. |
| Professional Fees | 3. The payment of the Solicitors fees incurred with INSURERS written consent for representation of the INSURED at: <ul style="list-style-type: none"> i. any Coroners Inquest or Fatal Injury Inquiry in respect of any death; ii. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in BODILY INJURY or loss of or DAMAGE to PROPERTY; |

which may be the subject of indemnity under the Section.

SCOPE OF COVER

BODILY INJURY sustained by any EMPLOYEE of the INSURED arising out of and in the course of his employment or engagement by the INSURED and caused during the period of insurance:

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|---------------------------|--|
| Territorial Limits | a. in Great Britain, Northern Ireland, The Channel Islands or The Isle of Man; |
| | b. whilst temporarily outside the countries named in (a) provided that any such EMPLOYEE is ordinarily resident in any of the aforesaid countries. |

RIGHTS OF RECOVERY

The indemnity provided under this section is deemed to be in accordance with the provisions relating to compulsory insurance of liability to EMPLOYEES in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man may require but the INSURED shall repay to the INSURERS all sums paid by INSURERS which INSURERS would not have been liable to pay but for the provisions of such law.

EXTENSIONS**UNSATISFIED COURTS JUDGEMENT**

In the event of judgement for damages being obtained in the first instance under the jurisdiction of a court in Great Britain, Northern Ireland, The Channel Isles or The Isle of Man by any EMPLOYEE or the personal representatives of any EMPLOYEE in respect of BODILY INJURY arising out of and in the course of his employment or engagement by the INSURED which remains unsatisfied in whole or in part six months after the date of such judgement, at the request of the INSURED the INSURERS will pay to the EMPLOYEE or the personal representatives of the EMPLOYEE the amount of any damages or awarded costs to the extent that they remain unsatisfied provided that:

- a. there is no appeal outstanding;
- b. the judgement relates to BODILY INJURY which would otherwise be within the scope of cover;
- c. any payment made by INSURERS shall only be in respect of liability for which the INSURED would have been entitled to indemnity under this section if the judgement had been made against the INSURED;
- d. the INSURERS shall be entitled to take over and prosecute for their own benefit any claim against any other person, and the INSURED, the EMPLOYEE or the personal representatives of the EMPLOYEE shall give all information and assistance required.

Indemnity to the Principal

Where any contract or agreement entered into by the INSURED with any other party (hereinafter referred to as the "Principal") so requires, this section will indemnify the Principal against any claims made against them for which the INSURED are legally liable and which fall within the terms and conditions of this section provided that the INSURED shall have arranged with the Principal for the conduct and control of all claims to be vested with the INSURERS.

EXCEPTIONS**Liability Assumed under Agreement**

1. The INSURERS shall not indemnify the INSURED under this section against any liability which is assumed by the INSURED by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
2. The INSURERS shall not indemnify the INSURED under this section against any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

Radioactive, Ionising Etc

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any 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;

but in respect of BODILY INJURY to any EMPLOYEE which arises out of and in the course of his employment or engagement by the INSURED this exception shall apply only in respect of:

- i. liability of any Principal;
- ii. liability assumed by the INSURED by such agreement and which would not have attached in the absence of such agreement.

3. The INSURERS shall not indemnify the INSURED under this Section against liability for:

Punitive Damages

- a. punitive or exemplary damages;

Multiple Damages

- b. multiplied damages but this exception shall not apply in respect of the original award of damages made prior to the application of the multiplier.

OFFSHORE

4. The INSURERS shall not indemnify the INSURED under this section against liability arising OFFSHORE.

Road Traffic Act

5. The INSURERS shall not indemnify the INSURED 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 Vehicles (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.

INDEMNITY CLAUSE

The INSURERS subject to the terms, exclusions and conditions of this Section will indemnify the INSURED up to the limit of indemnity stated in the schedule against Liability incurred by them during the period of Insurance arising out of and in the course of the BUSINESS within the TERRITORIAL LIMITS stated in the schedule in respect of:-

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|--|----|--|
| BODILY INJURY | a. | Accidental BODILY INJURY to any person other than an EMPLOYEE. |
| DAMAGE to PROPERTY | b. | Accidental loss of or DAMAGE to PROPERTY other than PROPERTY belonging to or in the custody or control of the INSURED unless liability for such PROPERTY arises in circumstances specifically referred to in (d.) or (f.) below. |
| Obstruction | c. | Accidental obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement. |
| Craft on Club moorings | d. | Accidental loss of or DAMAGE to yachts, private pleasure craft and/or vessels whilst on Club moorings or loss through breaking away or dragging. |
| Negligent Placing of Guns, Buoys Etc. | e. | Accidental injury to any person other than an EMPLOYEE or DAMAGE to vessels through negligent placing of starting guns, marker buoys or incorrect signals or resulting from any negligent act by a Flag Officer or official representing the Club. |
| Craft being Slipped or on Hard | f. | Accidental loss of or DAMAGE to yachts, private pleasure craft and/or vessels or PROPERTY of third parties including loss of life and BODILY INJURY whilst shifting, laying on hard, guying from mast, slipping or hauling up, shoring launching, careening, floating on grid and re-floating. |
| Tuition | g. | Accidental BODILY INJURY to any person other than an EMPLOYEE and loss of or DAMAGE to third party PROPERTY whilst giving formal tuition as a Royal Yachting Association (RYA) Recognised Training Establishment or under the authority of any other recognised national or international sporting organisation or association stated in the schedule. |

Legal Costs**Cost and Expenses**

In addition INSURERS will indemnify the INSURED against:

- i. costs and expenses recoverable from the INSURED by any claimant;
- ii. costs and expenses incurred by the INSURERS or the INSURED with the written consent of the INSURERS;
- iii. solicitors fees for representation at any Coroners Inquest or fatal injury enquiry or any Court of summary jurisdiction;

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

The amount stated in the schedule is the maximum amount payable for damages, including interest thereon, in respect of any one occurrence (irrespective of the number of claims occasioned thereby) during any one period of insurance.

LIMIT OF INDEMNITY

As stated in the schedule.

TERRITORIAL LIMITS

As stated in the schedule.

STANDARD CLAUSES

The indemnity provided by this section includes Liability under the following clauses provided that where a party other than the INSURED is indemnified such party shall, as though they were the INSURED, observe, fulfil and be subject to the terms, exclusions and conditions insofar as they can apply.

Indemnity to Principals

Where any contract or agreement entered into by the INSURED with any other party (hereinafter referred to as the "Principal") so requires, this Section will indemnify the Principal against any claims made against them for which the INSURED are legally liable and which fall within the terms and conditions of this Section, provided that the INSURED shall have arranged with the Principal for the conduct and control of all claims to be vested with the INSURERS.

Leased Premises	<p>The INSURED'S liability for DAMAGE to premises including Landlord's contents, fixtures and fittings not owned by the INSURED but leased or rented by them in the course of the BUSINESS but excluding:</p> <ul style="list-style-type: none"> a. liability for which indemnity to the INSURED is provided under any other insurance or in any other way; b. liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement.
Personal Effects	<p>The INSURED'S liability for loss of or DAMAGE to members, EMPLOYEES or visitors personal effects including vehicles and their contents but excluding liability:</p> <ul style="list-style-type: none"> a. for which indemnity is provided under any other insurance or in any other way; b. for items stored for a fee or other consideration; c. for items in the custody or control of the INSURED for the purpose of work being carried out on such PROPERTY.
Cross Liabilities	<p>Where the INSURED includes more than one party, this Section shall operate as though a separate Section has been issued to each such party provided that the total liability of the INSURERS shall not exceed the limit of Indemnity.</p>
Health and Safety at Work Act/Legal Defence Costs	<p>INSURERS will indemnify the INSURED or, at the request of the INSURED, any official, member or EMPLOYEE of the INSURED against legal costs and expenses incurred with the prior approval of INSURERS in the defence of any criminal proceedings brought for breach of:</p> <ul style="list-style-type: none"> a. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; or b. Part 2 of the Consumer Protection Act 1987.
Consumer Protection Act, Part 2 - Legal Defence Costs	
Defective Premises Act	<p>This Section of the policy is extended to indemnify the INSURED against legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises that have been disposed of by the INSURED provided that this extension shall not apply:</p> <ul style="list-style-type: none"> a. in respect of the cost of remedying any defect (or alleged defect) in the PREMISES disposed of; b. if the INSURED is entitled to indemnity from any other source.
Member to Member	<p>For the purposes of this section INSURERS will indemnify each committee member, officer or member for the time being of the insured Club as though a separate policy had been issued to each of them, provided that each party being granted indemnity observes, fulfils and is subject to the terms, exclusions and conditions of the policy and the total liability of the INSURERS shall not exceed the limit of indemnity stated in the schedule.</p>
	EXCLUSIONS
	<p>The following are excluded from this section of the policy:</p>
Motor Vehicles Vessels and Aircraft	<ul style="list-style-type: none"> a. liability arising from or caused by the ownership or possession or use by or on behalf of the INSURED of: <ul style="list-style-type: none"> i. any hovercraft or any aircraft or airborne device; ii. any mechanically propelled vehicle outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; iii. any mechanically propelled vehicle in circumstances where a Certificate of Insurance is required in accordance with the Road Traffic Acts in force in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; b. liability for which indemnity is or could be provided under Section 9 of this policy or any other insurance in respect of any vessel or waterborne craft.
Advice, Instruction and Design	<p>Liability for any advice, instruction or design given for a fee on behalf of the INSURED, however this exclusion shall not apply in respect of any sail training or similar given by or on behalf of the INSURED.</p>
Liquidated Damages	<p>Liquidated damages or penalties or fines or punitive or exemplary damages.</p>

POLLUTION

Liability arising out of the discharge, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental and occurs at a specific, identifiable time and place during the period of Insurance.

COVER

In the event of the INSURED sustaining any direct loss of MONEY or otherwise physical PROPERTY during the period of insurance through any dishonest, fraudulent or criminal act of any INSURED PERSON named in the schedule whether committed by such named person alone or in collusion with other persons INSURERS will indemnify the INSURED in respect of such loss or losses Provided that:-

- Limit of Liability** a. the liability of the INSURERS shall not exceed the limit of indemnity stated in the schedule which shall be the INSURERS maximum liability in respect of any one or more acts of any one or more INSURED PERSONS acting alone or in collusion with others;
- Discovery Period** b. such loss is discovered within 18 months of the termination of the membership or employment of the INSURED PERSON or within 18 months of the termination of this Section whichever shall happen first;
- Continuation** c. the continuation of this Section beyond the original period of insurance shall not of itself increase the limit of indemnity;
- TERRITORIAL LIMITS** d. this section only applies to acts of INSURED PERSONS within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

EXTENSIONS

Auditors Fees The INSURERS will also indemnify the INSURED in respect of auditor's and other professional fees incurred solely for the purpose of submitting and quantifying a loss as herein defined.

Automatic Reinstatement Except as regards the INSURED PERSONS concerned the limit of liability shall not be reduced by the payment of any losses by the INSURERS under this section of the policy. The INSURED shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry date of the period of insurance.

EXCLUSIONS

This Section does not cover:

Prior Knowledge any loss brought about by any INSURED PERSON who, to the knowledge of the INSURED, has committed a dishonest or fraudulent act, provided that this exclusion shall not be deemed to relieve the INSURERS of liability for loss occurring prior to the INSURED obtaining such knowledge.

SPECIAL CONDITIONS

1. The INSURERS shall not be liable to make any payment under this section:
 - Nature of Business** a. if the nature of the BUSINESS shall be changed without the prior written consent of the INSURERS;
 - b. unless the standards
 - Supervision and Checks** i. of supervision and check on money stocks and accounts;
 - ii. of accounting procedures (whether by manual and/or electrical means);
 - iii. for selection and supervision of EMPLOYEES or persons to be insured;
- have been maintained as agreed between the INSURERS and the INSURED prior to or after commencement of this insurance.
2. **Prosecution** The INSURED shall, if and when requested by the INSURERS, use all diligence in prosecuting any member, EMPLOYEE or any other person suspected of any dishonest, fraudulent or criminal act and in consequence of which a claim shall have been made under this Section.

COVER

If an INSURED PERSON suffers accidental BODILY INJURY as described below in the course of the BUSINESS, INSURERS will pay the relevant sum specified below.

- | | | | |
|------------------------------|----|---|-----------------------|
| Capital Benefits | 1. | BODILY INJURY which within 24 months from occurrence is the sole and direct cause of: | |
| | | a. death; or | } |
| | | c. loss of one or more limbs by physical separation at or above the wrist or ankle; | |
| | | c. permanent and total loss of use of one or both hands or legs; or | |
| | | d. total and irrecoverable loss of sight in one or both eyes. | |
| | | | GBP 10,000 |
| Permanent Disablement | 2. | BODILY INJURY not resulting in loss of limbs or sight as defined in 1 which is the sole and direct cause of the INSURED PERSON being totally disabled and prevented from attending to any business or occupation with proof satisfactory to the INSURERS that such disablement has continued for 12 months from its occurrence and will in all probability continue for the remainder of the INSURED PERSON's life. | } |
| | | | GBP 10,000 |
| Weekly Benefit | 3. | BODILY INJURY which is the sole and direct cause of the INSURED PERSON being totally disabled and prevented from attending to his occupation compensation for the period of such disablement but not exceeding 100 weeks. | GBP 100
(per week) |
| | | Provided that: | |
| Payments | a. | the INSURERS shall be liable to make only one payment under 1 and 2 in respect of any one INSURED PERSON resulting from an accident; | |
| | b. | weekly compensation under 3 shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the INSURED at intervals of not less than four weeks; | |
| Medical Advice | c. | the INSURED PERSON shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the INSURERS' expense and as often as they require. | |

PAYMENT OF CLAIMS

Shall be to the INSURED as trustees.

EXCLUSIONS

This Section does not cover claims directly or indirectly or in consequence of:

1. the INSURED PERSON participating in:
 - a. Naval, Military or Air Force service or operations;
 - b. winter sports;
 - c. skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of guides or ropes, potholing, parachuting, hunting on horseback or driving or riding in any kind of race or competition;
 - d. driving or riding on motor cycles or the like other than mopeds;
2. 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;
3. suicide or attempted suicide or intentional self injury or due to the INSURED PERSON being in a state of insanity or under the influence of alcohol or drugs;
4. deliberate exposure to exceptional danger except in an attempt to save human life.

CONDITIONS

Pre-existing condition

If the consequences of an ACCIDENT shall be aggravated by a pre-existing condition or disability of the INSURED PERSON the INSURERS liability will be restricted to an amount which is reasonably considered would have been paid in the absence of such pre-existing condition or disability.

COVER

Subject to the terms, conditions and exclusions contained in the policy this sub-section provides cover for PROPERTY described in the schedule which is owned by the INSURED or for which the INSURED is legally liable against DAMAGE caused by:

1. ACCIDENT.
2. Fire, Lightning.
3. Malicious acts.
4. Outboard motor(s) dropping off or falling overboard.
5. Latent Defect in a vessel or it's machinery.
6. Negligence of any Person.
7. Theft of an entire vessel or it's boat(s).
8. Theft of outboard motor(s) provided it is securely locked to the vessel or her boat(s) by an anti-theft device in addition to it's normal method of attachment.
9. Theft of machinery including outboard motor(s), gear or equipment, following upon forcible and violent entry into or exit from the vessel or place of storage including DAMAGE done by thieves.

Additional Cover - Sightings, Expenses and Salvage etc., Charges

- | | |
|-----------------------------|---|
| Sighting the Bottom | 10. The expenses of sighting a vessel's bottom after grounding are covered by this policy if reasonably incurred specially for that purpose even if no damage is found. |
| Charges and Expenses | 11. The INSURERS will pay for all charges and expenses (up to the maximum limit specified in the schedule) reasonably and necessarily incurred in minimising a loss. |
| POLLUTION | 12. If an insured vessel is damaged by an event covered under this section of the policy and subsequently becomes a pollution hazard or threat, the INSURERS will pay for any loss or DAMAGE to the vessel directly caused by any Government Authority acting to prevent or minimise such pollution hazard or threat. |

EXCLUSIONS

The following are excluded from this sub-section of the policy.

- | | |
|-------------------------|--|
| Wear and Tear | Wear and tear, depreciation, mechanical or electrical breakdown or derangement, DAMAGE caused by vermin. |
| Sails and Covers | DAMAGE to sails or non-integral protective covers split by the wind or blown away while set unless in consequence of DAMAGE to the spars to which sails are bent, or occasioned by a vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water. |
| Masts and Spars | DAMAGE to masts sails and spars or standing and running rigging while a vessel is racing unless: <ol style="list-style-type: none"> a. such DAMAGE is caused by a vessel being stranded or sunk, on fire or in collision or contact with any external substance (ice included) other than water; b. the vessel is less than 16 feet in length overall; c. the vessel has racing risks cover as stated in the schedule and the relevant premium has been paid. |
| Design Fault | The cost of replacing or repairing any part condemned solely because of a fault in design or construction. |
| Defective Work | The cost of rectifying any defect resulting from either negligence or breach of contract in respect of any repair or alteration work. |
| Consumables | DAMAGE to consumable goods, stores, fishing gear or moorings, or personal effects unless specifically endorsed on the policy. |

Motor and Connections

DAMAGE to motor and electrical machinery and batteries and their connections (other than the shaft and propeller), unless the DAMAGE is caused by the accidental incursion of water into the hull or by a vessel being stranded or sunk, on fire or in collision or contact with any external substance (ice included) other than water, or whilst being removed from or placed in a vessel.

Inflatable Craft

Theft of inflatable craft when deflated unless following forcible or violent entry into a vessel or place of storage or if stolen with a vessel.

A vehicle is not considered a place of storage within the terms of this policy.

COVER

In respect of craft shown in the schedule and for which cover is given under sub-section 9a of this policy.

INDEMNITY

The INSURERS will indemnify the INSURED or any person using an insured vessel with the permission of the INSURED against legal liability for:

1. accidental BODILY INJURY to any person;
2. accidental DAMAGE to PROPERTY not belonging to the INSURED or permitted user;

arising out of the ownership or use of the vessels or craft shown in the schedule occurring within the period of insurance and the TERRITORIAL LIMITS as stated in the schedule.

ADDITIONAL COVER

In addition this sub-section of the policy will also cover:

Raising of Wreck

Attempted or actual raising, removal or destruction of the wreck of an insured vessel or any neglect or failure to raise, remove or destroy the wreck.

Coroners Inquests

Expenses incurred by the INSURED with the INSURERS prior written consent in connection with official inquiries and coroners inquests.

Legal Costs

Law costs incurred, with the written consent of the INSURERS in defending any action or contesting liability whether or not such action proceeds in the Criminal or Civil Courts.

EXCLUSIONS

The INSURERS will not indemnify the INSURED or permitted user against claims resulting for legal liability for:

Employees

a. Death or BODILY INJURY in respect of any person employed in any capacity by the INSURED in connection with a vessel or similarly employed by any person using a vessel with your permission.

Water Skiers

b. ACCIDENTS caused by or to water skiers being towed or preparing to be towed by an Insured vessel or until safely back on board the Insured vessel.

Para-Kiting

c. ACCIDENTS arising from any person engaged in kiting or other airborne sport whilst being towed or preparing to be towed by an Insured vessel or until safely back on board the Insured vessel.

Trailer

d. ACCIDENTS involving a trailer except when intentionally not attached to a towing vehicle.

Fare Paying Passengers

e. Death or BODILY INJURY in respect of fare paying passengers and DAMAGE or loss of their property, unless cover for such liability is specifically included in the policy by endorsement.

Damages

f. Damages or penalties under contract.

Fines

g. Fines or other penalties imposed under any statutory code or common law in respect of any offence committed.

Medical Expenses

h. Medical expenses incurred by the INSURED or by the person permitted to use the vessel.

SPECIAL CLAUSES

Member to Member

For the purposes of this section the INSURERS will indemnify each committee member, officer or member for the time being of the INSURED club as though a separate policy had been issued to each of them provided that each party being granted indemnity observes, fulfils and is subject to the terms, exclusions and conditions of the policy and the total liability of the INSURERS shall not exceed the limit of indemnity stated in the schedule.

SPECIAL WARRANTY

Winter Ashore

It is warranted that all craft under 16ft in length shall be removed from the water whilst not in use during the months of November, December, January, February and March unless specifically stated otherwise in the policy schedule, INSURERS shall not exceed the limit of indemnity stated in the schedule.

In consideration of the payment of the premium and in reliance upon all statements made in the proposal and materials accompanying it, and subject to all the terms, conditions and limitations of their policy the INSURERS agree with the club officers, trustees, directors, committee members and with the Club as follows:

1. Special Definitions (Applying to Section 10 only Shown in Bold Type)

Insured(s)

a. means all persons who were, now are or shall be officers, trustees, directors, or committee members of the **Club**.

The term **Insured(s)** shall also include:

1. the lawful spouses of the above;
2. the estates, heirs or legal representatives of deceased persons who were officers of the **Club** at the time of the **Wrongful Act** upon which the **Claim** is based;
3. the legal representatives of the above stated officers in the event of incompetency, insolvency or bankruptcy;
4. employees of the **Club** in a managerial or supervisory position.

Club

b. means the **Club** shown in the schedule of the policy.

Wrongful Act

c. means any actual or alleged act, error or omission by the **Insured(s)** whilst acting in their capacity as (1) officers of the **Club** or (2) EMPLOYEES of the **Club** in a managerial or supervisory position. **Wrongful Act** also means any matter claimed against officers, as defined above, solely by means of their status as officers of the **Club**.

Claim

d. means any notice received by the **Club**, or by an **Insured** alleged to have committed a **Wrongful Act**, or the intention of a person or entity to hold an **Insured** responsible for the results of any **Wrongful Act**, including any demand received by an **Insured** for money or services naming an **Insured** as defendant, or the institution of arbitration proceedings against an **Insured**.

Loss

e. means any damages, judgements, settlements and **Defence Costs**. Loss shall not include fines or penalties imposed by law, punitive or exemplary damages or any matter deemed uninsurable under the law.

Defence Costs

f. means reasonable legal fees, costs and expenses incurred by an **Insured** which are necessary to defend or appeal a **Claim** covered by this policy.

Policy period

g. means the period of time in Clause 5 which shall run from the date this policy expires.

2. Insuring Agreement.

The Insurer will pay on behalf of the *Insured(s)* all Losses which they are legally obligated to pay, or which the *Club* is legally required or permitted to pay the *Insured(s)* as advancements or indemnity under applicable company indemnity laws or agreements for a claim against an *Insured* for a *Wrongful Act*, provided the *claim* is first made against an *Insured* during the *Policy Period*, or discovery period if applicable.

3. Special Exclusions applicable to Section 10

The INSURERS shall not be liable to make any payment for **Loss** based on arising from or attributable to:

Fraudulent or Dishonest Acts

1. a. fraudulent or dishonest act of any **Insured** if such acts are found by any court to be fraudulent, dishonest or criminal;

Personal Profit

b. any personal profit or advantage gained by an **Insured** to which such **Insured** was not legally entitled.

For determining the applicability of Exclusion 1(a) or 1(b) a **Wrongful Act** of one **Insured** shall not be imputed to any other **Insured**.

2. any litigation or other proceeding begun before the inception date of the policy;
3. any fact, circumstance, act or omission of which notice has been given under any policy existing or expired before or on the inception date of this policy.

- 4. any **Claim** brought by or on behalf of any **INSURED** or the **Club** other than:
 - a. any employment related dispute, or
 - b. any **Claim** instigated by a shareholder or group of shareholders of the **Club** in the name of the **Club** without the participation or assistance of any **INSURED**.
 - 5. any **Claim** brought against any person acting in the capacity:
 - a. as trustee or administrator of any occupational pension scheme or employment benefit programme;
 - b. as external auditor.
- Pension Trustee**
- External Auditor**
- POLLUTION**
- 6. a. any injury, **DAMAGE**, expense, cost, loss, liability or legal obligation in any way related to pollution however caused including shareholder or derivative **Claims** arising from or attributable to such **POLLUTION**. **POLLUTION** includes the actual, alleged or potential presence in or introduction into the environment of any substance, if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including ground water.
 - b. the hazardous properties of nuclear or radioactive material.
- Nuclear Material**
- BODILY INJURY**
- 7. The Insurer shall not be liable to make any payment for **Loss** for **BODILY INJURY**, sickness, disease or death of any person, or **DAMAGE** to or destruction of any tangible property including loss of such **PROPERTY**.
- Aggregate Limit**
- 4. **Special Conditions - Applicable to Section 10**
 - a. Limit of Liability.

The amount shown in item 3 of the schedule is the **INSURERS** maximum aggregate liability for all **Claims** first made during the **Policy Period** and the discovery period if applicable.
- Claims Arising From a Single Act**
- Two or more **Claims** arising out of a single act, error or omission or a series of related acts, errors or omissions shall be treated as a single **Claim**. All such **Claims** shall be treated as though first made during the **Policy Period** or Discovery Period in which the earliest **Claim** was first made.
 - b. Claims.
- Written Notice**
- The **Club** or the **INSURED** shall give written notice to the **INSURERS** of any **Claim** first made during the **Policy Period** as soon as practicable, but in no event later than 45 days after the expiration of this policy, or in the case of **Claims** first made during the discovery period, if applicable, no later than 45 days after the discovery period expires.
- The **Club** and the **INSURED** shall give the **INSURERS** such information and co-operation as it may reasonably require.
- Immediate Notice**
- If during the **Policy Period** or discovery period, if applicable, the **Club** or any **INSURED** shall become aware of an actual or alleged **Wrongful Act** which may subsequently give rise to a **Claim** and during such period give immediate notice to the **INSURER** of such **Wrongful Act**, the late **Claims** made against any **INSURED** arising out of that **Wrongful Act**, shall for the purposes of this policy be treated as a **Claim** made during the **Policy Period** or discovery period, if applicable, in which such notice was first given. Notice of such **Wrongful Act** must contain a specific description of the actual or alleged **Wrongful Act**, state by whom it was committed or alleged to have been committed, and describe the material facts or circumstances which may give rise to a **Claim**.
- Advance of Defence Costs**
- c. The **INSURERS** shall advance **defence costs** for which the **Club** cannot advance or indemnify under company indemnity laws or agreements prior to the final payment or settlement of any **Claim**. Notwithstanding the above the **INSURERS** shall advance **Defence Costs** on an ongoing basis prior to the final payment or settlement of any **Claim** where such **Defence Costs** are incurred with the written consent of the **INSURERS**. However such advance payments by the **INSURERS** shall be repaid to the **INSURERS** in the event that the **INSURED(S)** shall not be entitled to payment of such **Loss** under the policy.
- Other Insurance**
- d. The insurance provided by this policy shall apply only in excess of any other valid and collectable insurance.

Subrogation	e.	In the event the INSURERS make any payment under this policy, the INSURERS shall be subrogated to all the club's and the INSURED(S) rights of recovery, and the Club and the INSURED(S) shall co-operate with the INSURERS in securing such rights.
Policy Interpretation	f.	The laws of England and Wales, or Scotland shall prevail in the event of any dispute regarding interpretation of this policy.
	5.	Discovery Period
Extension of Period		If the INSURERS refuse to renew this policy the Club may, upon payment of an additional 75% of the full annual premium, extend the cover under this policy for a period of 12 months which shall run from the date this policy expires, for any Claim first made against the INSURED(S) during the discovery period, but only in respect of Wrongful Acts committed or alleged to have been committed before the date of expiration of the Policy Period .
Notice in Writing		The Club's right to exercise the discovery period must be by notice to the INSURERS in writing within 10 days of expiration of the Policy Period .
Non-Payment of Premium		The right to exercise the discovery period does not apply in the event of cancellation of the policy resulting from non-payment of the premium. The INSURERS offer of renewal terms, conditions, limits of liability or premium different from those of the expiring policy shall not constitute a refusal to renew.
	6.	Extensions
Proposal Form Disclosure and Severability	a.	The INSURERS have relied upon the statements made in the proposal and materials accompanying it in granting cover under this policy. All such statements and materials form the basis of the contract of insurance.
Material Facts		However the proposal shall be construed as a separate proposal by each of the INSURED , and with no respect to statements and particulars made in the proposal, no statements made or information possessed by any INSURED shall be imputed to any other INSURED determined whether cover is available for any Claim against such other INSURED .

The Boat Club Policy **Section 11a - Engineering Inspection & Fragmentation**

Special Definitions (Applying to Section 11a shown in bold type)

Insurers	Norwich Union Engineering
Plant	All integral parts of the items listed in the attached plant schedules.
Inspection Company	Plant Safety Limited (or such other company as may be advised to the INSURED from time to time)

COVER

Impact Damage by Fragmentation DAMAGE by impact to surrounding property belonging to the INSURED or for which the INSURED is responsible directly resulting from fragmentation of any part of any insured item of **Plant** but excluding:

- a) loss or damage to contents of the **Plant**;
- b) damage from lack of heat light power steam refrigeration or air conditioning;
- c) damage caused by any liquid or gaseous fluid;
- d) damage to any load handled by the **Plant**.

CONDITIONS

Observance of Policy Terms	THE INSURERS liability will be conditional upon the INSURED observing the terms of this policy.
Precautions	The INSURED shall take all reasonable steps to ensure that the Plant is properly maintained and take all reasonable precautions to prevent or minimize DAMAGE to and ACCIDENTS involving the Plant .
Examinations	The Inspection Company shall have the right to examine the Plant at all reasonable times during the period of insurance. The Inspection Company will make periodical examinations of any Plant specified in the Plant Schedules and report thereon. The INSURED agrees to have such Plant properly prepared at his own expense for such examinations as may be required.
Special Tests	Unless otherwise agreed the INSURERS shall not carry out or witness any ultrasonic, radiographic or other special tests of a non-routine character nor in the case of Lifting and Handling Plant any proof load stability anchorage or similar test.
Alteration of Working Conditions	The INSURERS shall be notified immediately of any proposed alteration of or addition to or change of circumstances materially affecting the working conditions of the Plant .
Repairs	The INSURED may proceed with minor repairs to the Plant without prejudice to the liability of the INSURERS provided that notice and full particulars of the repairs are given to the INSURERS immediately and any damaged parts are kept for inspection.
Suspension of Cover	Other repairs to the Plant shall only be carried out with the consent of the INSURERS. The insurance shall be suspended as regards DAMAGE or liability arising out of the operation of the Plant concerned until the repairs have been completed to the satisfaction of the INSURERS.
Options for Settlement	The INSURERS reserve the right at any time to suspend the insurance on any Plant until the requirements of the INSURERS for the safe operation of the Plant have been fulfilled.

EXCLUSIONS

Fire and Perils	DAMAGE to Plant and other insured PROPERTY by fire (howsoever arising), lightning, explosion (other than Explosion within the meaning of insured DAMAGE), aircraft and other aerial devices or articles dropped therefrom, flood inundation or earthquake or by water leaking or discharged from any sprinkler installation.
Wear and Tear etc	<p>The cost of remedying or making good:</p> <ol style="list-style-type: none">a. wear and tear and gradual deterioration whether by wasting, grooving, rust, corrosion, erosion or otherwise nor for the cost of maintenance work generally;b. gradually developing defects, flaws, deformation, distortion, cracks or partial fractures;c. loose parts or defective joints or seams unless directly due to other INSURED DAMAGE in boiler and pressure plant;d. damage to ropes unless resulting in complete severance; <p>but INSURED DAMAGE resulting from any of the foregoing is not excluded.</p>
Repairs etc	DAMAGE caused by the application of any tool or process to plant in the course of maintenance inspection, repair, alteration, modification or overhaul thereof.

The Boat Club Policy **Section 11a - Engineering Inspection & Fragmentation**

Loss of Use	a. Compensation in respect of loss of use delay or detention or for consequential loss DAMAGE or liability of any nature whatsoever. b. The cost of reproducing data whether recorded on tapes, cards and discs or otherwise.
Testing	DAMAGE or liability caused by or arising out of testing or intentional overloading of plant .
Multiple Lifts	DAMAGE or liability arising out of any raising or lowering operation in which a single load is shared between more than one item of lifting equipment unless otherwise agreed by the INSURERS.
Pressure of Chemical Action and Ignition etc	DAMAGE or liability arising out of pressure of chemical action or ignition of the contents of the Plant
Re-levelling	The cost of re-levelling low pressure storage Plant due to subsidence or ground movement unless accompanied by insured DAMAGE to the Plant .
Deliberate Act or Neglect	DAMAGE or liability arising out of deliberate act, omission or neglect of the INSURED.

Section 11b - Engineering Sudden & Unforeseen Damage to All Installed Plant & Machinery

The Boat Club Policy

Special Definitions (Applying to Section 11b only shown in bold type)

Insurers	Norwich Union Engineering
Plant	<p>All plant and machinery owned by or leased to the INSURED which is installed and ready for use at the PREMISES for the purpose of the INSURED'S BUSINESS but excluding :-</p> <p>Stock in trade and PRODUCTS of the INSURED'S BUSINESS data processing equipment and accounting or office machinery vehicles or self propelled machinery other than purpose built lifting and handling machinery, Prototype or experimental machinery, plant and machinery located underground, foundations, masonry, brickwork and chimneys, exchangeable or detachable tools, appliances or parts requiring frequent renewal in the normal course of operations, pipes buried in the ground or in concrete, masonry or brickwork.</p>
Limit of Liability	<p>The amount payable in respect of each occurrence of INSURED DAMAGE which shall not exceed the amount shown in the Schedule.</p> <p>COVER</p> <p>The insurance by this policy will indemnify the INSURED against the cost of making good insured DAMAGE to Plant as defined below occurring at the PREMISES during the currency of the policy subject in respect of any one occurrence to the deduction of the excess and to the Limit of Liability stated in the schedule.</p>
Sudden and Unforeseen Damage	<p>Sudden and unforeseen damage (including damage caused by breakdown, explosion or collapse as defined) which necessitates immediate repair or replacement of the Plant before it can resume normal working.</p>
Supplementary Expenses	<p>Reasonable additional expenses (when previously approved by the INSURERS but not otherwise) incurred in making a temporary repair of insured DAMAGE to the Plant or in expediting the permanent repair of such DAMAGE provided that the amount payable in respect of each and every occurrence shall not exceed GBP 2,000.</p>
Temporary Removal	<p>INSURED DAMAGE to Plant whilst temporarily removed to other premises or in transit (other than by sea or air) thereto and therefrom anywhere in Western Europe for the purpose of cleaning renovation or repair.</p> <p>Whilst in transit cover is extended to include loss of or damage to the Plant caused by fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, flood, inundation or theft.</p> <p>CONDITIONS</p>
Observance of Policy Terms	<p>THE INSURERS liability will be conditional upon the INSURED observing the terms of this policy.</p>
Precautions	<p>The INSURED shall take all reasonable steps to ensure that the Plant is properly maintained and take all reasonable precautions to prevent or minimize DAMAGE to and ACCIDENTS involving the Plant.</p>
Examinations	<p>The INSURERS shall have the right to examine the Plant at all reasonable times during the period of insurance, the INSURERS will make periodical examinations of any Plant specified in the Plant schedules and report thereon. The INSURED agrees to have such Plant properly prepared at his own expense for such examinations as may be required.</p>
Special Tests	<p>Unless otherwise agreed the INSURERS shall not carry out or witness any ultrasonic, radiographic or other special tests of a non-routine character nor in the case of lifting and handling Plant any proof load stability anchorage or similar test.</p>
Alteration of Working Conditions	<p>The INSURERS shall be notified immediately of any proposed alteration of or addition to or change of circumstances materially affecting the working conditions of the Plant.</p>
Repairs	<p>The INSURED may proceed with minor repairs to the Plant without prejudice to the liability of the INSURERS provided that notice and full particulars of the repairs are given to the INSURERS immediately and any damaged parts are kept for inspection.</p>
Suspension of Cover	<p>Other repairs to the Plant shall only be carried out with the consent of the INSURERS. The insurance shall be suspended as regards DAMAGE or liability arising out of the operation of the Plant concerned until the repairs have been completed to the satisfaction of the INSURERS.</p>
Options for Settlement	<p>The INSURERS reserve the right at any time to suspend the insurance on any Plant until the requirements of the INSURERS for the safe operation of the Plant have been fulfilled.</p>

Section 11b - Engineering Sudden & Unforseen Damage to All Installed Plant & Machinery

The Boat Club Policy

EXCLUSIONS

Fire and Perils

DAMAGE to **plant** and other insured PROPERTY by fire (howsoever arising), lightning, explosion (other than explosion within the meaning of insured DAMAGE), aircraft and other aerial devices or articles dropped therefrom, flood inundation or earthquake or by water leaking or discharged from any sprinkler installation.

Wear and Tear etc

The cost of remedying or making good:

- a. wear and tear and gradual deterioration whether by wasting, grooving, rust, corrosion, erosion or otherwise nor for the cost of maintenance work generally;
- b. gradually developing defects, flaws, deformation, distortion, cracks or partial fractures;
- c. loose parts or defective joints or seams unless directly due to other INSURED DAMAGE in boiler and pressure **Plant**;
- d. damage to ropes unless resulting in complete severance;

but INSURED DAMAGE resulting from any of the foregoing is not excluded.

Repairs etc

DAMAGE caused by the application of any tool or process to **Plant** in the course of maintenance, inspection, repair, alteration, modification or overhaul thereof.

Loss of Use

- a. Compensation in respect of loss of use delay or detention or for consequential loss DAMAGE or liability of any nature whatsoever.
- b. The cost of reproducing data whether recorded on tapes, cards and discs or otherwise.

Testing

DAMAGE or liability caused by or arising out of testing or intentional overloading of **Plant**.

Multiple Lifts

DAMAGE or liability arising out of any raising or lowering operation in which a single load is shared between more than one item of lifting equipment unless otherwise agreed by the INSURERS.

Pressure of Chemical Action and Ignition etc

DAMAGE or liability arising out of pressure of chemical action or ignition of the contents of the **Plant**.

Relevelling

The cost of re-levelling low pressure storage **Plant** due to subsidence or ground movement unless accompanied by insured DAMAGE to the **Plant**.

Deliberate Act or Neglect

DAMAGE or liability arising out of deliberate act, omission or neglect of the INSURED.