Boat Club Policy

Index

General

Contract of Insurance
How to make a claim
Important Information
General Conditions
General Definitions
General Exceptions
How to Complain

Property Damage

Your Property at Your Premises
Your Property Away from Your Premises

Financial

Business Interruption
Loss of Money
Loss of Licence
Fidelity Guarantee

Legal Liabilities

Employers Liability
Public Liability
Products Liability

Personal Accident

Club Boats

Terrorism

The Contract of Insurance

Before this contract of insurance is entered into, You must make to Us a fair presentation of the risk. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since Your Policy started or since Your last renewal date.

If, on or after 12 August 2016, any insurer subscribes to the terms of an insurance contract on materially identical terms to those of this insurance contract, then regardless of when it was concluded, this insurance contract shall be governed by the Insurance Act 2015.

Your Policy wording, the Policy Schedule, Schedule of vessels (where applicable), the Statement of Fact and any Endorsement form the contract of insurance between Us and You and must be read together.

In consideration of You having paid or agreed to pay the Premium, We will indemnify You within the limits, terms, conditions and exceptions of Your Policy against the events set out in the sections operative and occurring in connection with Your Business during the Period of Insurance, and any subsequent period, for which You pay and We agree to accept a Premium.

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under Your Policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Where there has been non-compliance with any term (express or implied) of Your Policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:
• loss of a particular kind, and/or
• loss at a particular location, and/or
• loss at a particular time,
then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under Your Policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

All claims will be handled in accordance with the Insurance Act 2015.

Each Underwriter is only liable in respect of the cover provided under the section(s) of Your Policy shown against them in Your Schedule and not any other section.

Your Policy is underwritten by Markel International Insurance Company limited (hereinafter called the ‘the Underwriters’) and your policy is administered by KGM Underwriting Services Limited.

KGM Underwriting Services Limited are authorised & regulated by the Financial Conduct Authority, No: 799643. Registered in England & Wales, No: 10581020. Registered Office: 2nd Floor St James House, 27-43 Eastern Road, Romford, Essex, RM1 3NH.

You can check this information on the Financial Conduct Authority register by visiting the FCA’s website www.fca.org.uk/register/ or by contacting the Financial Conduct Authority on 0800 111 6768.

Although reference is made at various points in this clause to “this contract” in the singular, where circumstances so require, this should be read as a reference to contracts in the plural.

Signed for and on behalf of the Underwriters

Tony Harris
Head of Marine & Leisure
KGM Underwriting Services Limited

How to make a claim and Your obligations

Claim Procedure Condition

If in relation to any claim You have failed to fulfil any of the following provisions, You will lose Your right to indemnity for that claim.

1. Claim Notification
   a) On the happening of any event or occurrence which may give rise to a claim, You must:
      i) notify Us immediately by calling 0345 604 9855 (from the UK), email us at 'KGMMarineClaims@cl-uk.com' or contact us via Your Insurance Advisor.
      ii) inform the police immediately of damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, or malicious persons acting on behalf of or in connection with any political organisation, or thieves.
2. Your Duties
   a) On the happening of any event or occurrence which may give rise to a claim, You must:
      i) forward to Us immediately every letter, claim, writ, summons, and process upon receipt without acknowledgment.
      ii) advise Us in writing immediately You have knowledge of any pending prosecution, inquest or fatal accident inquiry.
      iii) at Your expense provide Us with all information and assistance We may require.
      iv) not make or allow to be made on Your behalf, any admission, offer, promise or payment of indemnity without Our written consent.
      v) take or permit to be taken all reasonably practicable steps to prevent or minimise loss and/or interruption of Your Business and otherwise to prevent further Damage or injury.
      vi) within fourteen (14) days or such further time as We may allow, in writing provide Us with a written claim providing at Your own expense all detailed proofs of evidence and information regarding the cause and amount of damage as We may require together with details of any other insurance on any property insured by this policy and a statutory declaration of the truth of the claim and any related matters.
3. Our Rights
   a) We will be entitled at any time, upon a happening of Damage, to:
      i) enter or take possession of Your Premises.
      ii) take possession of or require to be delivered to Us, Property insured which We will deal with in a reasonable manner and Your Policy shall be evidence of leave and licence for such purpose, but the Property may not be abandoned to Us.
   b) Any claimant under Your Policy shall at Our request and at Our expense take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment We may make.
   c) We shall be entitled to take over and conduct in Your name, the defence or settlement of any claim or to prosecute in Your name at our expense and for our benefit, any claim for indemnity or damages or otherwise.
   d) We shall be entitled to take over and conduct in Your name at our expense, representation at any inquest, inquiry, prosecution or similar proceedings which may give rise to a claim.
   e) We shall be entitled to require You to undergo a medical examination at Our expense following the notification of a claim under Your Personal Accident section.
   f) We shall be entitled to require a post mortem examination to be carried out upon the death of an Insured Person following the notification of a claim under Your Personal Accident section.

Important Information

Your Policy has been prepared in accordance with Your instructions. Please read it carefully to ensure that it meets all of Your requirements.

Your Policy consists of:

Your Policy wording, the Policy Schedule, Schedule of vessels (where applicable) the Statement of Fact and any Endorsement, form the contract of insurance between Us and You and must be read together.

Alterations in the cover required after the inception date of Your Policy will be confirmed by a separate Endorsement and/or Schedule which You should file with Your Policy. You should refer to all of these documents to ascertain precise details of cover currently in force.

Immediate notice should be given to Your Insurance Adviser or The Administrators of any changes which may affect the insurance provided by Your Policy.

If this cover does not meet with Your requirements, please return all of Your documents and any Employers Liability Certificate(s) to Your Insurance Adviser who has arranged the cover, within fourteen (14) days of receipt. We will void Your policy ab initio and return any Premium paid in full providing there have been no claims or incidents reported.

If You wish to terminate the cover at any other time please contact Your Insurance Adviser. Any return premium due will be calculated as per the Cancellation Condition contained in Your Policy.

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular You should be aware of the following:

Display of Certificates
We will provide You with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by it. You must display either an original copy or make available a copy of the Certificate of Employers Liability Insurance in an electronic format at each Business Premises where Your Employees can see it easily.

Retention of Certificates
The Employers' Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for You to retain copies of Certificates of Employers Liability Insurance that have expired for at least forty (40) years. However, it is still good business practice to retain the certificates because certain claims for example disease, could be made many years after the disease is caused and if We cannot be identified You could be liable for any payments.

Employers' Liability Tracing Office
Certain information relating to Your insurance Policy including without limitation, the Policy number(s) employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs, and Companies House Reference Numbers (if relevant) will be provided by the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the database).

This information will be made available in a specified and readily accessible form as required by the 'Employers' Liability Insurance: Disclosure by Insurers Instrument 2010'. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The database will assist individual consumer claimants who have suffered an employment related injury or disease, arising out of their course of employment in the UK for employers carrying on or who have carried on business in the UK and who are covered by the Employers' Liability insurance of their employers (the claimants):

1. To identify which Insurer (or Insurers) was (or were) providing Employers' Liability cover during the relevant periods of employment; and
2. to identify the relevant Employers' Liability insurance policies.

The database will be managed by the ELTO.

The database and the data stored on it may be accessed and used by the claimants, their appointed representatives, Insurers with potential liability for UK commercial lines Employers' Liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance contract, You will be deemed to specifically consent to the use of Your insurance Policy data in this way and for these purposes.

Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. It tells You about the registers and databases that KGM Underwriting Services Limited "KGM" and others have in place that help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance. In accepting this Insurance it will be understood that You have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.
KGM will process your details in accordance with the Data Protection Act and/or other applicable legislation in force.

You are entitled to receive a copy of the information KGM hold about You. If You require a copy of Your data or have any questions please contact:

The Compliance Officer
KGM Underwriting Services Ltd
2nd Floor,St James House
27-43 Eastern Road
Romford,Essex
RM1 3NH
E-Mail: DPO@KGMUS.co.uk

For more information on the Data Protection Act You may also write to the Office of the Information Commissioner at:

Wycliffe House, Water Lane
Wilmslow, Cheshire
SK9 5AF
Tel: 0303 123 1113 or 01625 54 57 45
E- mail: mail@ico.gsi.gov.uk

Your Data
It is necessary to collect Your personal data so that KGM or Your Insurers can assess/administrate the terms of Your Policy, claims or losses.
Personal data includes:

- Contact Data
- Profile Data
- Sensitive Personal Data
- Correspondence Data

Please be aware that only where relevant KGM use and may share Your details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies KGM share Your data with will only use Your data for the purposes set out in our Privacy Policy which can be viewed on our website at (www.kgminsurance.co.uk). A paper version is also available upon request.
Before sharing Your data with any third party, KGM will ensure that the third party has the appropriate technical and organisation measures in place to protect Your data.
Please see the Privacy Policy for details of Your rights not covered more specifically in this notice.

General Conditions

Each section of Your Policy contains Conditions and must be read in conjunction with the following General Conditions which apply to all sections unless otherwise stated in Your Schedule.

You must comply with the following General Conditions and if in relation to any claim You have failed to fulfil any of the following General Conditions, Your claim will be handled within the terms set out in the Insurance Act 2015.

Additional Conditions
Additional Conditions are applicable to Your Policy where stated in Your Schedule as applying.

Arbitration
Any dispute arising out of or relating to this insurance including over its construction, application or validity will be referred to a single arbitrator in accordance with the current Arbitration Act.

Average
Where a Sum Insured is subject to average as stated in Your Schedule, if at the time of the Damage, the Sum Insured is less than the actual value of the property, You will be considered as Your own insurer for the difference and bear a proportionate share of the loss.

Breach of Condition
If any claim would be recoverable under any section of Your Policy but is prohibited from recovery under that section by any breach of any Condition, it will not be recoverable or any liability payable under any other section of Your Policy.

Bunding of Oil Tanks
You must ensure that all above ground oil tanks storing more than 250 litres are surrounded by bund walls, capable of containing at least 110% of the maximum capacity of the oil tanks and comply with current regulations.

Cancellation

Cooling-off period
If this cover does not meet with Your requirements, please return all of Your documents and any Employers Liability Certificate(s) to Your Insurance Adviser who has arranged the cover, within fourteen (14) days of receipt. We will void Your policy ab initio and return any Premium paid in full providing there have been no claims or incidents reported.

Outside the cooling-off period
You may cancel Your Policy at any time by providing prior written notice to Your Insurance Adviser. Providing You have not incurred eligible claims during the period We have been on cover, We will retain an amount of the Premium in proportion to the time We have been on cover and return the balance to You with the exception of minimum and deposit retained Premium.

We reserve the right to cancel Your Policy where there is a valid reason for doing so by providing fourteen (14) days' notice by registered post to Your last known address. The reason for cancellation will be set out in Our letter to You. Valid reasons may include but are not limited to:

1. where We have been unable to collect a Premium payment. There are no days of grace for payment of Premium under Your Policy and We reserve the right to void or cancel Your Policy from the date that the Premium became due in the event of non-payment either via Your Insurance Adviser or a Premium payment supplier if used. If We cancel Your Policy because We have been unable to collect the Premium by direct debit instalments, We will charge a cancellation fee to take account of Our costs in providing Your Policy and for recovering any Premium owed to Us for the period of time We were on cover.
2. Your non-compliance in accordance with the terms of Your Policy to co-operate with Us or send Us information or documentation and where this non-compliance materially affects Our ability to process a claim or Our ability to defend Our interests.
3. where there is a failure by You to take care of Your Insured Property and keep Your Vessels in a Seaworthy condition as per the General Conditions of Your Policy.
4. where You have deliberately or recklessly misrepresented any information You have supplied, or withheld any information which We or Your Insurance Adviser have asked for.
5. where We reasonably suspect fraud.

6. Your use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or service providers.

Change of Risk

You must advise Us without delay if:

1. there has been any change to the risk as detailed on the Statement of Fact/Proposal Form after the commencement of this insurance whereby the risk of Damage or Injury is increased; or
2. Your interest ceases (unless the cessation is brought about by will or operation of law).
3. You:
   a) make a composition or arrangement with creditors.
   b) have a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986.
   c) have an application made under the Insolvency Act 1986 to the court for the appointment of an administrator.
   d) have a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or have a provisional liquidator receiver or receiver and manager of the Business or undertaking duly appointed.
   e) have an administrative receiver as defined in the Insolvency Act 1986 appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.
4. any of Your Building(s) or Premises or part thereof stated in Your Schedule has a change of tenant or a change of use.

Claims Procedure

You must comply with the Claims Procedure Conditions as stated in Your Policy.

Construction Heating and Occupation of the Buildings

Unless otherwise stated in Your Schedule, the Buildings are occupied by You for the sole purpose of Your Business and otherwise only as a private dwelling and are:

1. constructed of brick, stone or concrete.
2. roofed with slates, tiles, concrete, metal or other non-combustible materials.
3. heated by:
   a) low pressure hot water or steam.
   b) overhead gas or electrical appliance.
   c) gas or electric fires in offices only.

Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to Your Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of Your Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Contribution

Applicable to the Legal Liability sections:

1. If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) We will only indemnify You in respect of Our share of the claim.

Applicable to all other sections insured by Your Policy:

2. Where any Damage or liability covered by Your Policy is also covered by another Policy (or would be but for the existence of Your Policy) We will only pay a rateable share of the loss, subject to the Non-contribution condition in Your Policy
3. If the other insurance is subject to a Condition of Average and Your Policy is not, Your Policy will be become subject to the same Condition of Average
4. If the Property covered by the other insurance is subject to a provision excluding proportional payment in whole or part, the payment We make will be limited to the proportion of Damage as the Sum Insured bears to the value of the property.

Discharge of Liability

We may at any time pay:

1. the Limit of Liability or the Limit of Indemnity; or
2. the Sum Insured; or
3. a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not make any further payments except for costs and expenses incurred prior to the payment of the claim.

Electrical Circuit /Appliances

You must ensure that:

1. all electrical circuits will be tested within thirty (30) days of the inception or renewal of this insurance or You have an existing certificate of a test carried out not more than five (5)years prior to the inception of this insurance; and
2. all electrical circuits will be tested at least once in every five (5) years from the date of the last test by a properly qualified electrical engineer and any defects found during such testing will be remedied or any recommendations made will be carried out immediately in accordance with the requirements and regulations of the Institute of Electrical Engineers and You will have obtained a certificate confirming the appropriate works have been undertaken and You will make such certificate available to Us on Our request.
3. all portable appliances comply with HSE guidelines.
4. You will make all applicable certificates available to Us on Our request.

Engine Cut Off Devices

If fitted, Engine Cut Off devices will be worn at all times whilst the Vessel is underway or the engine is running.

Fire Extinguishing Appliances

You must maintain all fire extinguishing appliances on Your Premises in proper working order and under a contract of maintenance during the Period of Insurance. Subject to the observance of this condition, this section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to You or beyond Your control.

Fraudulent Claims

If You make a fraudulent claim under this insurance contract, We:

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

If We exercise Our right as above:

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

Fraudulent Claims – group insurance

If this insurance contract provides cover for any person who is not a party to the contract, and a fraudulent claim is made under the contract by or on behalf of a covered person, We may exercise the rights set out in Fraudulent Claims Condition above as if there were an individual insurance contract between Us and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Heat Work (Own Premises and Work Away)

In connection with any work undertaken by You involving the use or application of heat for the purposes of Your Business, You must comply with the following:

1. specific permission is obtained to commence work from a responsible person at the place at which such work is to be undertaken; and

2. before operations commence:
   a) the area in which the work is to be undertaken is to be cleared of moveable combustible material; and
   b) other combustible material including floors and fixtures will be covered with adequate fire resistant covers; and
   c) the area on the other side of bulkheads, hulls, decks, walls, partitions or floor where work is to be undertaken is inspected to ensure that there are no combustible materials which can be ignited, and if such combustible materials are identified and are capable of removal must be removed, and if not capable of removal will be covered with a non-combustible shield; and
   d) appropriate fire extinguishing appliances are kept near the scene of work for immediate use; and
   e) an examination of the immediate and surrounding areas is carried out after each period of work to ensure that there is no likelihood of fire breaking out; and
   f) a further examination is carried out immediately prior to You leaving either Your Premises or the third party Premises on each day to ensure that there is no likelihood of fire breaking out and a written log of Your actions recorded; and
   g) a suitable Employee is appointed at each site of operation to be responsible for fire safety for each period of work and to ascertain the location of fire alarms and fire extinguishing appliances installed by the occupier(s) and that the fire alarms and fire extinguishing appliances are capable of immediate use; and
   h) blow lamps, blow torches and other similar heating or cutting apparatus are lit strictly in accordance with manufacturer's instructions and not left unattended whilst alight; and
   i) gas cylinders not required for immediate use are kept outside the Building or Vessel in or upon which the work is being undertaken and stored away from any obvious fire hazard; and
   j) where required hot permits shall be issued prior to commencement of work.

Height Work

You must ensure that Your Employees do not work at heights in excess of twenty (20) metres above the deck of any Vessel or floor level in respect of Building maintenance work.

Insurance Act 2015

General

1. Unless otherwise indicated, no term of this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015.
2. Any term of this insurance contract which would, but for this Condition, put You in a worse position as respects any of the matters provided for in Parts 2, 3 or 4 of the 2015 Act than it would be in by virtue of the provisions of those Parts is, to that extent, of no effect, unless We have complied with the transparency requirements in Section 17 of the 2015 Act.
3. You should ask Your Insurance Advisor for clarification of any matters which are not clear to You regarding the scope of disclosure required or the provisions of this insurance contract.

The duty of fair presentation

4. Before this insurance contract is entered into, You must make a fair presentation of the risk to Us, in accordance with Section 3 of the Insurance Act 2015. In summary, You must:
   a) disclose to Us every material circumstance which You know or ought to know. Failing that, You must give Us sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and
   b) make the disclosure in Condition (4)(a) above in a reasonably clear and accessible way; and
   c) ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
5. For the purposes of Condition (4)(a) above, You are expected to know the following:
   a) If You are an individual, what is known to You and anybody who is responsible for arranging Your insurance.
   b) if You are not an individual, what is known to anybody who is part of Your senior management; or anybody who is responsible for arranging Your insurance.
   c) Whether You are an individual or not, what should reasonably have been revealed by a reasonable search of information available to You. The information may be held within Your organisation, or by any third party (including but not limited to Your Insurance Advisor, subsidiaries, affiliates or any other person who will be covered under the insurance). If You are insuring subsidiaries, affiliates or other parties, We expect that You will have included them in Your enquiries, and that You will inform Us if this has not been done . The reasonable search may be conducted by making enquiries or by any other means.

Breach of warranty or condition precedent: suspensory

6. If You breach a warranty or condition precedent in this insurance contract, Our liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when Our liability is suspended.

Terms not relevant to the actual loss

7. Where:
   (i) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and
   (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, We cannot rely on the breach of such term to exclude, limit or discharge Our liability if You show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Fraudulent claims Condition

8. If You make a fraudulent claim under this insurance contract, We:
   a) are not liable to pay the claim; and
   b) may recover from You any sums paid by Us to You in respect of the claim; and
   c) may by notice to You treat the contract as having been terminated with effect from the time of the fraudulent act.
9. If We exercise Our right under Condition (8)(c) above:
   a) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
   b) We need not return any of the premiums paid.

Fraudulent claims – group insurance

10. If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, We may exercise the rights set out in Condition (8) above as if there were an individual insurance contract between Us and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Remedies for breach of the duty of fair presentation

11. If, prior to entering into this insurance contract, You breach the duty of fair presentation, the remedies available to Us are set out below.
    a) If Your breach of the duty of fair presentation is deliberate or reckless:
       i) We may avoid the contract, and refuse to pay all claims; and,
       ii) We need not return any of the premiums paid.
    b) If Your breach of the duty of fair presentation is not deliberate or reckless, Our remedy shall depend upon what We would have done if You had complied with the duty of fair presentation:
       i) if We would not have entered into the contract at all, We may avoid the contract and refuse all claims, but must return the premiums paid.
       ii) if We would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if We so require.
       iii) in addition, if We would have entered into the contract, but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, We shall pay only X% of what We would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.
12. If, prior to entering into a variation to this insurance contract, You have breached the duty of fair presentation, the remedies available to Us are set out below.
    a) If Your breach of the duty of fair presentation is deliberate or reckless:
       i) We may by notice to You treat the contract as having been terminated from the time when the variation was concluded; and,
       ii) We need not return any of the premiums paid.
    b) If Your breach of the duty of fair presentation is not deliberate or reckless, Our remedy shall depend upon what We would have done if You had complied with the duty of fair presentation:
       i) if We would not have agreed to the variation at all, We may treat the contract as if the variation was never made, but must in that event return any extra premium paid.

ii) if We would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if We so require.
iii) if We would have increased the premium by more than We did or at all, then We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We shall pay only X% of what We would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.
iv) if We would not have reduced the premium as much as We did or at all, then We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We shall pay only X% of what We would otherwise have been required to pay, where X = (premium actually charged/reduced total premium) x 100.

Reasonable search of information
Under Section 4 of the Insurance Act 2015, You ought to know what should reasonably have been revealed by a reasonable search of information available to You, which includes (under Section 4(7)) information held within Your organisation and any other person who may hold material information.

Remedies for breach of the duty of fair presentation - variations to contracts concluded before 12 August 2016
This Condition applies to any insurance contract which was concluded before 12 August 2016, but is subject to a variation after that date ("the variation"). Before the variation is entered into, You must make a fair presentation of the risk to Us, under Section 3 of the Insurance Act 2015. If, prior to concluding the variation, You have breached the duty of fair presentation, the remedies available to Us are set out below.

a) If Your breach of the duty of fair presentation is deliberate or reckless:
   i) We may by notice to You treat the contract as having been terminated from the time when the variation was concluded; and,
   ii) We need not return any of the premiums paid.
b) if Your breach of the duty of fair presentation is not deliberate or reckless, Our remedy shall depend upon what We would have done if You had complied with the duty of fair presentation:
   i) if We would not have agreed to the variation at all, We may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
   ii) if We would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if We so require.
   iii) if We would have increased the premium by more than We did or at all, then We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.
   iv) if We would not have reduced the premium as much as We did or at all, then We may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, We shall pay only X% of what You would otherwise have been required to pay, where X = (premium actually charged/reduced total premium) x 100.

Nothing in this Condition is intended to vary the position under the Insurance Act 2015.

Interest Clause
The interests of third parties in the Property which You are required to include on Your Policy under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to You advising Us as soon as is reasonably practicable.

Language
Unless agreed otherwise, We will communicate with You in English.

Law and Jurisdiction
In the absence of agreement to the contrary, Your Policy shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to limits terms, conditions and exceptions or validity of Your Policy shall be subject to the jurisdiction of the courts of England and Wales.

Marine Insurance Act (1906)
The conditions and warranties of the Marine Insurance Act (1906) shall apply to this insurance except where they conflict with the other provisions of Your Policy and those provisions shall take precedent.

Minimum Standards of Protections

Unless agreed otherwise by Us in writing, within thirty (30) days of inception of Your Policy, the following protections must be fitted to the under-mentioned doors, windows and other openings (where these are under Your control) and put into full and effective operation, whenever Your Premises are closed for business or left unattended,:

1. on final exit doors or other external doors and on internal doors giving access to any part of the Premises not occupied solely by You or to any adjoining premises (excluding sliding doors and fire exit doors)
   a) a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate.
   b) if double leaf:
      i) flush or barrel bolts or key operated locks or bolts fitted top and bottom in every case
      ii) a substantial padlocking bar and close shackle padlock with minimum of five levers or high security cylinder mechanism.
   c) if outward opening hinge bolts fitted top and bottom
2. on external aluminium or UPVC doors (excluding sliding and fire exit doors) cylinder operated mortice pivot bolt lock including anti-turn cylinder collar, and if double leaf flush bolts on the first closing leaf.
3. on sliding patio doors:
   a) a manufacturer's patent key-operated locking system; or
   b) two key-operated patio door locks fitted internally one at the top and one at the bottom of each opening section
4. any door officially designated as Fire Exit by the Fire Authority must be secured only by devices agreed by the Fire Officer, this must be a suitable lock for use in emergency escape situations.
5. on all accessible windows and fanlights, with key-operated windows locked and the keys removed.
6. where installed, on all roller shutters a manufacturer's standard recommended locking device for that type of roller shutter.

Portable Space Heating/Heater(s)

1. If declared to and accepted by Us, You must ensure that any portable space heating/heater(s) and the like:
   a) are serviced in accordance with the manufacturer's instructions.
   b) are never moved whilst alight.
   c) are fitted with a proprietary guard to prevent Injury to persons or Items being placed on top of the heater.
   d) are not sited in areas where flammable atmospheres are habitually or intermittently present.
   e) are not sited on combustible floors or surfaces.
   f) are kept clear of combustible materials and fitted with a guard to maintain a clear space of at least one (1) metre.
   g) are not sited within five (5) metres of any combustible materials.
   h) are not sited in passenger ways or other places where they are liable to be overturned or subject to mechanical Damage.
2. You must ensure that all gas fired portable space heaters and the like have the gas bottles chained either to the fabric of the building or to a purpose built trolley.

Premium Payment

We will not make any payment under Your Policy unless You have paid the Premium.

Reasonable Care

You must ensure that:

1. You take all reasonable care to prevent or minimise any circumstances or to cease any activity which may cause Damage accident or Injury whether insured or not.
2. You inspect at least weekly and maintain in a good state of repair in respect of all risks or Items insured hereunder (including but not limited to the Business Premises, machinery, equipment, furnishings and Marine Installations)
3. You keep Your Marine Installations in a safe and serviceable condition and pontoons and walkways are regularly pressure hosed to remove any build-up of slippery material.
4. You exercise care in the selection and supervision of Employees.
5. You comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property, Vehicles and Vessels and the safety of persons.
6. You, without delay, make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

7. You keep a fully updated log of all inspections, maintenance work, rectifications and repairs carried out detailing:
   a) the person carrying out the inspection.
   b) their position within the company.
   c) the date and time of the inspection.
   d) any defects found during the inspection.
   e) proposed action to remedy the defects.
   f) date time and details of the completion of the rectification work.
8. You and Your Employees take all reasonable precautions to:
   a) exercise reasonable care in the selection of fit and proper competent drivers; and
   b) maintain and keep in efficient condition any Vehicle or trailer in Your ownership or control used for the conveyance of goods and ensure they are fit for purpose; and
   c) maintain and keep in efficient condition all protections on and to Your Vehicles or Property.
9. Your Vessel(s) stated in Your Schedule will at all times whilst under power, navigating or otherwise moving be manned by a suitably experienced person.
10. unless We otherwise agree in writing, Your Vessel will not be used for any purpose other than in connection with Your Business as stated in Your Schedule and when underway will have a competent skipper or suitably experienced person on board at all times.
11. at all times Your trailer will be:
   a) securely locked to a road Vehicle and the road Vehicle will be occupied or securely locked; or
   b) attended; or
   c) secured by a wheel clamp approved by Us; or
   d) in a locked place of storage.
12. if Your Vessel is carried on the roof rack of a Vehicle, Your Vessel and the roof rack and the road Vehicle are all fit for the purpose and all lashings and other fastenings are secure fastenings are secure

Reinstatement

When We decide or are required to reinstate or replace any Property, You will, at Your expense, provide any information which We may reasonably require.

Seaworthy

Your Insured Property is fit to encounter the ordinary perils of the sea, rivers, lakes and any other navigable waterways and is suitably moored, crewed, equipped, fuelled and provisioned with all equipment in proper working order.

Spraying

You must ensure that spray-painting activities are carried out within a purpose built area of a Building or other permanent structure either of which is fully ventilated.

Subcontractors

In connection with any work undertaken by Your contractor or sub-contractors, You must obtain evidence that the contractor or sub- contractor have current policies providing Indemnity for Public and Products Liabilities which:

1. have a Limit of Liability:
   a) of not less than £2,000,000 any one claim in respect of Public Liability or £2,000,000 any one Period Of Insurance in respect of Products Liability; or
   b) where required, at least equivalent to the Limit Of Our Liability under Your policy.
2. cover the work to be undertaken.
3. remain in force for the duration of the contract.
4. provide an Indemnity to You as principal.
5. do not contain any agreement to waive Your rights of recovery.

Subrogation

Anyone making a claim under this Policy must, at Our request and expense, do everything We may reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good accident, Damage or Injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim. You shall not admit liability nor give any waiver of subrogation without Our express permissions.

Vacant or Disused Premises

You must tell Us without delay when any Building becomes Vacant or Disused and:

1. You must ensure all public services to the Building(s) are turned off at the mains supply or stop cock and all water systems drained; and
2. You will or will arrange for the Building(s) to be inspected internally at least once every seven days and will remedy forthwith any defects found and maintain a written log of such inspections; and
3. the Building(s) will be adequately secured against unauthorised entry; and
4. any fuel supply to the Building(s) are turned off at all stop points between the oil storage tank and the boiler; and
5. all letter boxes are secured shut; and
6. the Building(s) are kept clear of all combustible materials and gas bottles either within or outside the Building(s).
7. where the Building(s) are protected by an intruder alarm You must provide sufficient power to operate the system.
8. where the Building(s) are protected by a wet sprinkler installation, You must provide sufficient heat to prevent freezing or bursting of the sprinkler installation.
9. any Building or Premises or part thereof stated in Your Schedule as Vacant or Disused becomes occupied, including contractors being on site for renovation and or alteration.

Waste

You must ensure that:

1. all trade refuse will be collected or swept up and bagged daily; and
2. such bagged up trade refuse will not be allowed to accumulate in or on Your Premises and will be removed at least weekly; and
3. waste, including smoking waste, will not be allowed to accumulate within two (2) metres of any Building.

Workmen

We will allow workmen in and about Your Premises for the purposes of making minor repairs, decoration, plant installation, general maintenance and the like, without affecting the terms of Your Policy.

General Exceptions

Each section of Your Policy contains exceptions and must be read in conjunction with the following General Exceptions which apply to all sections unless otherwise stated.

Your Policy does not cover:

Computer Virus and Hacking

1. Loss or Damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not, where such Damage is caused by Virus or similar mechanism or Hacking;
2. financial loss directly or indirectly caused by or arising from Virus or similar mechanism or Hacking;

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire, Lightning, Explosion, Earthquake, Aircraft or other aerial devices or articles dropped from them, Riot, Civil Commotion, Strikes, Labour Disturbances, Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm, Flood, Escape of Water or Oil from any tank or apparatus or pipe, Impact by any vehicle , animal or Vessel.

For the purpose of this Exception:

Virus or similar mechanism shall mean program code, programming, instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. The definition of Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data whether Your Property or not.

Date Recognition (This Exception does not apply to Your Employers Liability section)
Damage, accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media, microchip, integrated circuit or similar device or other equipment or system for processing, storing or receiving data or any computer software whether Your property or not and whether occurring before, during or after the year 2000:

1. to correctly recognise any date as its true calendar date.
2. to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
3. to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data on or after any date.

This exception shall not exclude subsequent Damage not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, theft or impact by any vehicle, animal or Vessel.

Date Recognition Computer Equipment

The expected cost which would have been incurred in modifying any computer, data processing equipment or media microchip, integrated circuit or similar device or other equipment or system for processing, storing or receiving data or any computer software so as to be able to correctly recognise, save, retain, manipulate, interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by Your Policy.

Nuclear Risks

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:

1. Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Subject to indemnity under Your Employers' Liability section as far as concerns Injury caused to any of Your Employees if such Injury arises out of and in the course of employment or engagement of such person by You, this General Exception shall only apply:

1. in respect of liability of any Principal.
2. liability assumed by You under agreement and which would not have attached in the absence of such agreement.

Pollution and Contamination (This Exception does not apply to Your Legal Liabilities sections of Your Policy)

Damage caused by or arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property insured caused by:

1. pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, malicious persons other than thieves ,earthquake, storm, flood, bursting or overflowing or discharging or leaking of water tanks, apparatus or pipes, sprinkler leakage or impact by any road vehicle, animal or Vessel.
2. any of the Insured Perils in (1) above which itself results from pollution or contamination.

Sanctions Limitation

No (re)Insurer shall be deemed to provide Cover and no (re)Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such benefit would expose that (re)Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade, or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Sonic Bangs

Loss, destruction or damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

War, Government Action and Terrorism

1. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to, by or arising from:
   a) War, Government Action or Terrorism.
   b) civil commotion in Northern Ireland.
2. legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to, by or arising from War, Government Action or Terrorism except to the extent stated in the Liability Provisions.

For the purpose of this General Exception and its Liability Provisions:
War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

Terrorism shall mean any act(s) of any person(s) or organisation(s) involving:

1. the causing, occasioning or threatening of harm of whatever nature and by whatever means;
2. putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) are wholly or partly of a political, religious, ideological or similar nature.

In any action, suit or other proceedings where We allege that by reason of this Exception as far as it relates to Terrorism, any Damage or resulting loss or expense or consequential loss is not covered by this insurance ,the burden of proving that such Damage, loss, expense or consequential loss is covered shall be upon You.

Liability Provisions

Subject otherwise to the terms, definitions, exceptions, provisions and conditions of Your Policy and its Legal Liabilities sections:

We will indemnify You under Your Employers' Liability section provided that in respect of any one claim or series of claims arising out of any one original event, Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to, by or arising from Terrorism shall not exceed £5,000,000.

The following General Exceptions apply to Club Boats section only

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from:
   - 1.1. ionising radiations from or contamination radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
   - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
   - 1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
   - 1.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
   - 1.5. The exclusion in this sub- clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
   - 1.6. any chemical, biological, bio-chemical, or electromagnetic weapon.

Institute Cyber Attack

1.1. Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

General Definitions

Each section of Your Policy contains definitions which apply to that particular section and they must be read in conjunction with the following General Definitions.

Unless stated otherwise, the following words or phrases will have the same meaning attached each time they appear in Your Policy and will be denoted by a capital first letter except for headings and titles.

Asbestos
Crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials, fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust.

Building(s)
The structures at Your Club Premises stated in Your Schedule covered by a roof and with walls constructed of brick, stone, concrete or incombustible hollow or solid building blocks and covered by a roof with slates, tiles, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients and including:

1. concrete, paved or asphalt forecourts, yards, terraces, drives and foot paths.
2. walls, gates and fences.
3. Glass, Sanitaryware and signs.
4. conveyors pipes and wires for the conducting of water, sound, light, gas and electricity and electronic aerials.
5. fixed water and oil tanks and other similar equipment.
6. landlord's fixtures and fittings in and on the structures.
7. annexes, conveniences and external hoists, gangways and staircases.
8. extensions communicating with any of the Buildings sub-stations.

are insured under the respective items applying to the Property Insured to which such Property is attached or belongs.

Building Sum Insured
This shall include:

1. architects', surveyors', consulting engineers', legal and other fees incurred in reinstatement of the Item, but not exceeding the scale of fees authorised by the respective professional institutes.
2. the costs of reinstating underground water drainage, sewage and gas pipes, underground electricity and telephone cables, supplying Your Club Premises from the mains.

Business Equipment
Your equipment used by Your Club as stated in Your Schedule including:

1. internal machinery, tools, fixtures, fittings, other trade equipment, trade and office furniture, furnishings, stationery and all other contents excluding Electronic Business Machines and Yard Plant.
2. documents, manuscripts and business books, but only for the value of materials as stationery, together with the cost of labour expended in writing up. No value attaches in respect of the information contained in such documents.
3. patterns, models, plans and designs for an amount not exceeding the cost of labour and materials in reinstating such.
4. directors', visitors' and Employees' pedal cycles and tools and other personal effects but not exceeding £500 in respect of any one person.
5. individual Computer system records, but only for the value of the materials together with the cost of labour and Computer time expended in producing such records and excluding any expense in connection with the production of information to be recorded. It does not include the value to You of the information contained within the record. Unless such records are separately stated in Your Schedule, the Limit Of Our Liability will not exceed £5,000 in respect of all Computer records for any one claim.

Club Activities
Your Club activities as stated to Us in Your Proposal Form or Statement of Fact and stated in Your Schedule.

Club Boat
Waterborne craft stated in Your Schedule owned by You, or for which you are legally liable, including the sails, machinery, gear equipment and trailer, but excluding:
1. consumables such as food, lubricants, fuel or paint.
2. the personal property of any person.
3. Diving, fishing or sporting equipment.
4. moorings not carried on board the Club Boat.
5. personal water craft.

unless specifically stated in Your Schedule.

Club Premises
Buildings, outbuildings, yards, staging, jetties, breakwaters, slipways, piers, quays, docks, gangways, pontoons, moorings, driveways, paths, walls, fences, gates at the location(s) stated in Your Schedule and the land belonging to it.

Club Property
All Items described in the relevant sections.

Coastal waters of the United Kingdom
Non-tidal waters of the United Kingdom, inland tidal waters and waters around the coast of the United Kingdom up to a distance of twelve (12) miles offshore including waters between two points in the United Kingdom which enables travel by the most direct route, even though this route may be outside of the twelve (12) mile limit. This does not include travel between Great Britain, and either Northern Ireland, the Channel Islands or the Isle of Man.

Compensation
The amount awarded to a third party by a Court of Law in respect of damages including interest and costs but excluding all fines, punitive or exemplary damages.

Continental Waters between Brest and Elbe
All tidal, coastal and inland waters between Brest and Elbe. It does not include waters which are further north than 61 degrees north or further east than 10 degrees east or further south than 48 degrees 10 minutes north and further west than 12 degrees west.

Continental Waters between La Rochelle and Elbe
All tidal, coastal and inland waters between La Rochelle and Elbe. It does not include waters which are further north than 61 degrees north or further east than 10 degrees east or further south than 46 degrees north and further west than 12 degrees west.

Cruising Area
The area stated in Your Schedule within which any Club Boat may be navigated, moved, moored, stored, displayed or worked upon.

Cyber Vandals
The person or persons whether identified or not, responsible for or involved with creating a Virus Or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Electronic Business Machines.

Damage
Accidental loss, destruction or damage to tangible property including theft.

Data
All information which is:
1. electronically stored; or
2. electronically represented; or
3. contained on any current and back-up disks, tapes or other materials or devices used for the storage of Data including but not limited to operating systems, records, programs, software or firmware code or series of instructions.

Data Storage Materials
Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Electronic Business Machines.

Declared Value
Your assessment of the cost of reinstatement or replacement of an Item by a similar Item in a condition equal to but no better or more extensive than its condition when new at the commencement of the Period Of Insurance, together with the cost of reinstatement to comply with Public Authority requirements, professional fees and debris removal costs.

Denial of Service Attack
Any actions or instructions with the ability to damage, interfere with or otherwise affect the availability of Electronic Business Machines or Data including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic within, between or amongst networks.

Electronic Business Machines
1. All computer equipment (comprising of peripheral devices, interconnecting wiring, fixed disks, telecommunications equipment, computerised telephone systems, electronic access equipment and electronic point of sale systems) used for the storage and communication of electronically processed Data including:
   a) portable computer equipment at Your Club Premises.
   b) facsimile or photocopying machines but shall not include within its meaning:
      i) computer equipment controlling manufacturing processes;
      ii) computer equipment manufactured for sale or held as stock for sale;

   unless stated in Your Schedule.
2. Data carrying materials.
3. All current and backup computer software and programs held on hard disks or data carrying materials unless specifically stated otherwise in Your Schedule.
4. Computer lock down plates, security enclosures, security cables and other similar devices all belonging to You or held by You in trust for which You are responsible but excluding any property which is more specifically insured.

Employee
Any person working under Your control in connection with Your Business who is:
1. under a contract of service or apprenticeship with You.
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You.
3. a voluntary helper.
4. a labour master or person supplied by him.
5. a person engaged by a labour only sub-contractor.
6. a self-employed person working on a labour only basis under Your control or supervision.
7. a driver or operator of hired-in plant.
8. a trainee or person undergoing work experience.
9. a person working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation.
10. at Your request, an outworker or home worker employed under contract to execute personally any work in connection with Your Club Activities.

Endorsement
An alteration in writing to the terms of Your Policy.

Engine Cut Out Device
A device that attaches to both Your Club Boat and the helmsman, specifically designed, marketed and sold to stop the engine(s) automatically should the device become detached from Your Club Boat or from the helmsman.

Excess
The first amount of each and every claim for which You shall be responsible as stated in Your Schedule and, where applicable, as more particularly defined in the relevant sections of Your Policy.
The Excess will apply per incident and, if more than one section of cover is involved, the higher of the Excesses will apply.

Failure
Any partial or complete reduction in the performance, availability, functionality or ability to recognise or process any date or time of any Electronic Business Machine or web site.

Geographical Limits (applicable to Your Club Boats section only)
Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, and the countries of the European Union including coastal waters of these countries and adjoining offshore waters not exceeding two hundred (200) nautical miles offshore, including the Straits of Gibraltar, the Dardanelles and adjacent seas of the Mediterranean but excluding Libya, Syria and Algeria.

Geographical Limits (applicable to all other sections)
Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Glass
All fixed glass at Your Club Premises in windows, doors, fan lights, sky lights, partitions, fixed furniture, display cabinets, show cases, counters and shelves owned by You or for which You are responsible.

Hacking
Unauthorised access to any Electronic Business Machine, component, system or Item which processes, stores or retrieves Data whether Your property or not.

Heat Work
Use of blow torches, blow lamps, electric oxy-acetylene or similar, cutting equipment, hot compressed air blowers, hot air guns, hot air strippers, asphalt/bitumen/tar or pitch heaters, grinding wheels or cutting discs.

Houseboat
A Vessel that is located or moored at a single location which is used as a main / permanent residence and is connected to the on shore mains gas or mains electricity supply.

In Commission
The period when Your Club Boat is not required to be laid up and may be used for navigation purposes.

Indemnity
The amount payable under the relevant section.

Injury
Bodily injury including death, illness or disease.

Insurance Adviser
The insurance agent, broker or adviser through whom You have arranged Your Policy.

Insured
1. The Club stated in Your Schedule.
2. At the request of You, any director or Employee/Club Member of Yours while acting on Your behalf, or in the course of their employment or engagement by You, in respect of liability for which You would have been entitled to Indemnity under this Policy if the claim against any such person had been made against You

The total amount which We will pay shall not exceed the Limit Of Our Liability regardless of the number of parties claiming to be indemnified or Insured hereunder.

Insured Value
The sum(s) stated in Your Schedule.

Insurer
Markel International Insurance Company Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 202570), Registered in England & Wales, no. 00966670. Registered office: 20 Fenchurch Street, London, EC3m 3AZ, United Kingdom.

Immediate Family
Those members of Your family who reside permanently with You.

Item
An individual piece of tangible property for which We insure You.

Legal Costs
Legal Costs and expenses of Your representation in legal proceedings incurred with Our written consent.

Limit of Indemnity
The limit stated in Your Schedule.

Limit of Our Liability
The maximum amount as stated in Your Policy or in Your Schedule that We are liable to pay You arising out of any one event or series of events due to one cause.

Loss of Data
Loss of or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, loss of Data resulting from loss or Damage to Electronic Business Machines or Data Storage Materials, including while stored on Data Storage Materials.

Malicious Damage
Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation other than thieves and Cyber Vandals.

Marine Installations
Piers, quays, docks, gangways, pontoons, moorings, piles, dolphins, staging, jetties, breakwaters and their equipment and services owned by You or for which You are responsible.

Marine Stock Vessel(s)
Those Vessel(s) owned by You for the purpose of resale.

Market Value
The most likely sale value between willing buyer and willing seller immediately prior to the claimed loss of Damage taking into account the condition and location of Your Club Boat.

Mediterranean Waters
Up to two hundred (200) nautical miles off the Mediterranean coast including the Straits of Gibraltar, the Dardanelles and adjacent seas of the Mediterranean but excluding Libya, Syria and Algeria.

Money
Cash, bank currency notes, cheques, money orders, postal orders, bankers drafts, unused postage stamps, National Insurance Stamps and Certificates, trading stamps, luncheon vouchers, credit company sales vouchers, Value Added Tax, purchase invoices, gift vouchers, lottery and other prize scratch cards, utility vouchers, top-up cards and mobile phone vouchers.

Moulds and Mouldings
Plugs, moulds, mould tools, component parts whilst in construction and other types of mouldings that may be stated in Your Schedule whilst in construction.

Non tidal waters of the United Kingdom
Inland waters of the United Kingdom where there are no tides and inland tidal stretches which are necessary to navigate in order to enter or leave the non-tidal system.

North America
The United States of America or Canada or any other territories within their jurisdiction.

Outboard Engine Lock
A device specifically designed, marketed and sold as a secure method of preventing theft of outboard engines from a Club Boat.

Peril
The direct cause of a loss or Damage to the tangible property whether or not insured by Us.

Period of Insurance
The period stated in Your Schedule and any further period agreed by Us in writing, each such period being a separate Period Of Insurance.

Policy
This document and Your Schedule make up Your insurance Policy.

Premium
The amount paid or to be paid by You to Us for the cover and benefits provided by Your Policy.

Proposal
This is all the information that You provided to Your Insurance Adviser upon which Your insurance cover is based.

Sanitaryware
Washbasins, pedestals, sinks, bidets, shower trays, shower screens, baths, bath panels, lavatory pans, urinals and cisterns.

Schedule
The document including Endorsements for the period in force which makes Your Policy specific to You.

Statement of Fact
The record of the information that You provided to Your Insurance Adviser upon which Your insurance quotation and Policy is based.

Stock
Your Club's merchandise, raw materials and materials in trade (including work in progress and goods in trust) excluding:

1. vessels, personal watercraft, any waterborne craft or personal propulsion craft.
2. motor vehicles, motorcycles, tractors, mowers, quad bikes, all-terrain vehicles, scooters or other similar or like vehicle.
3. video, audio, computer and electronic equipment and their accessories.
4. clothing, wines, spirits, tobacco, cigarettes, non-ferrous metals, precious stones, watches, gold, platinum and silver articles.

unless stated in Your Schedule.

Sum Insured
The amount stated in Your Schedule for an Item or section.

Tenants' Improvements
Structural fixtures and fittings and decorations of Yours as occupier of Your Club Premises.

Terrorism
Any act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Total Loss
When Your Club Boat is completely lost, destroyed or Damaged so that is can no longer be used as intended or if the cost of recovery and/or repairs is more than the value of Your Club Boat.

Turnover
All monies paid or due to You for goods sold or delivered and for services provided by Your Club Activities from Your Club Premises.

Unlawful Association
Any organisation which is engaged in Terrorism including any organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

Us/We/Our(s)
Markel International Insurance Company Limited

Vacant or Disused
Your Club Premises, or any part thereof, that is unoccupied, untenanted or which has not been actively used for a period of more than twenty one (21) consecutive days.

Vehicle
Any motor vehicle owned and/or operated by You, Your Club members or by Your contracted carrier in the course of Club Activities only, including a temporary substitution whilst any such vehicle is out of use for maintenance, repair or official testing.

Virus or Similar Mechanism
Program code, programming instruction or any set of instructions with the ability to damage, interfere with or otherwise adversely affect Electronic Business Machines or Data, whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

Wheel Clamp
A device that is specifically designed, marketed and sold to prevent a wheel being turned or removed.

Yard Plant
Vessel moving equipment/lifting equipment and their attachments used in and around Your Club Premises excluding that which is more specifically defined in Business Equipment.

You/Your/Yours/Policyholder/Club officers/ Committee members/Club members
(This definition applies to the Club Boats section only)
The person(s) or company/companies/partnership(s) or unincorporated association(s) or Your Club Committee members and Club members stated in Your Schedule as the Policyholder or any other person who is navigating or in charge of Your Club Boat with Your permission.

You/Your/Yours/ Policyholder/Club officers/ Committee members/Club members
(This definition applies to all other sections)
The person(s) or company, companies, partnership(s) or unincorporated association(s) or Your Club officers, Club Committee members and Club members stated in Your Schedule as the policyholder, or anyone using Your Club Boat(s) with Your permission.

How to Complain

Your Insurer is committed to providing a high quality and professional service and to maintain fair outcomes for our customers. If You are dissatisfied or have any complaints about Your Policy or the handling of a claim You should, in the first instance, contact Laura Green on the following details:

By telephone: +44 (0)20 7953 6020
Email: complaints@markelintl.com
Write to: Legal & Regulatory, Markel International, London, EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. We will use Our best endeavours to comply with the timeframes set out below.

1. A complaint received by Markel International Insurance Company Ltd (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.
2. Complaints will be acknowledged in writing no later than 5 working days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.
3. We will try to resolve a complaint within 4 weeks and give a written final response, or send an interim response explaining why we are not yet in a position to resolve matters.
4. By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.
5. When we issue our acknowledgement of the complaint and our final response we will include a copy of a leaflet published by Financial Ombudsman Service ("FOS").

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the complainant accepts it, then we are bound by that determination up to a specified maximum amount.

You can contact the FOS at: Financial Ombudsman Service, Exchange Tower, London E14 9SR Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0800 0234 567 (normally free for land line users)
Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs) Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We are unable to meet Our liabilities under Your insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

Financial Services Compensation Scheme
7th Floor
Lloyd's Chambers
Portsoken Street
London
E1 8BN

Your Property at Your Premises

Definitions

The following definitions apply to this section only and shall keep the same meaning wherever they appear in this section. They should also be read in conjunction with the General Definitions in Your Policy.

Breakdown
The actual breaking or burning out of any part of the freezer while in use, arising from either mechanical or electrical defects or pressures within the freezer, a sudden unforeseen stoppage of the freezer necessitating a repair or replacement before the freezer can resume working.

Gross Rent Payable
Monies paid for the actual occupation of Your Club Premises, but excluding other monies that are payable even under a lease such as insurance premium, management charges, service charges, rates, sinking funds and all other like and similar payments.

Cover

We will indemnify You in respect of Damage to Club Property occurring during the Period of Insurance at Your Club Premises caused by the undernoted Insured Perils unless otherwise stated in Your Schedule.

Limit of Our Liability
The maximum We will pay under this section will not exceed:
1. the Sum Insured on each item; or
2. the total Sum Insured; or
3. any other maximum amount payable or limit of liability stated in Your Schedule.

Insured Perils

Fire (including Subterranean Fire)
We will not indemnify You for Damage:
1. caused by explosion or lightning or earthquake resulting from fire including subterranean fire.
2. caused by its own self ignition, leakage of electricity, short circuiting or over running.
3. caused by:
   a) spontaneous fermentation or heating.
   b) any heating process or involving the application of heat.

Lightning

Explosion
We will not indemnify You for Damage:
1. caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to You or under Your control in which internal pressure is due to steam only.
2. to any vessel or machine or apparatus including its contents, resulting therein from the explosion thereof, but this shall not exclude Damage caused by explosion of any boiler or gas appliance used for domestic purposes only.

Aircraft (including any form of aerial device) and/or articles dropped from them

Riot, Civil Commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation
We will not indemnify You in respect of Damage:
1. arising from the cessation of work.
2. arising from confiscation or destruction or requisition by order of the Government or any public authority.
3. by fire caused by strikers or locked-out workers or persons taking part in labour disturbances or malicious persons.

Malicious Persons not acting on behalf of or in connection with any political organisation but only where Riot or Civil Commotion is also insured by this section

We will not indemnify You in respect of Damage (other than by Fire or Explosion):

1. by theft.
2. to any Vacant or Disused Club Buildings.

Earthquake

Theft or attempted theft involving

We will indemnify You for Damage caused by theft or attempted theft involving:

1. entry to or exit from the Club Buildings at Your Club Premises by forcible and violent means excluding any damage to or from any structure which is incapable of being locked
2. violence or threat of violence to You or any director, Employee, Club officer, Committee member or Club member.

We will not indemnify You for:

1. theft from any garden or yard or open space. This exclusion shall not apply to Marine Installations or Yard Plant, provided:
   a) they are contained within an area enclosed by water or properly maintained walls or fences, and gates which are locked at all times other than when Your Club Premises are closed or unattended; and
   b) the keys (where applicable) have been removed to a locked or attended Building.
2. Club Property in any part of Your Club Premises which is Vacant or Disused.
3. dishonest or fraudulent action by You or Your directors, Employees, Club officers, Committee members, Club members or any person lawfully on the Premises.
4. loss of Money.

Storm

We will not indemnify You for Damage:

1. caused by:
   a) subsidence or ground heave or landslip.
   b) Frost.
   c) escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam.
2. to fences, gates and moveable Club Property in the open or in open sided Club Buildings other than Yard Plant and Marine Installations.

Flood

We will not indemnify You in respect of Damage:

1. caused by:
   a) storm or tempest.
   b) subsidence or ground heave or landslip.
   c) Frost.
   d) escape of water from any tank, apparatus or pipe.
2. attributable solely to change in the water table level.
3. to fences or gates and moveable Club Property in the open or in open sided Club Buildings other than Yard Plant and Marine Installations.

Escape of Water from any tank, apparatus, pipe or an escape of fuel from any fixed oil heating installation

We will not indemnify You for Damage:

1. caused by water discharged or leaking from an automatic sprinkler installation.
2. to Your Club Premises or parts thereof which are Vacant or Disused.
3. caused by the gradual emission or seepage of contents from any fixed oil heating installation.

Impact by any animal, vehicle or train or watercraft or by goods falling from them, or collapse or breakage of television or radio receiving aerials or satellite dishes

Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation fitted in Your Club Premises. We will not indemnify You in respect of Damage caused by:

1. freezing whilst Your Club Premises or parts thereof are Vacant or Disused.
2. explosion, earthquake, subterranean fire or heat caused by fire.
3. repairs, alterations or extensions to Your Club Buildings and/or sprinkler installations.

Accidental Damage

We will not indemnify You for Damage:

1. caused by or specifically excluded from any of the Insured Perils in this section.
2. caused by or consisting of:
   a) inherent vice or latent defect, gradual deterioration, frost, wear and tear, faulty or defective design or materials.
   b) faulty or defective workmanship, operational error or omission by You, Your directors, Employees, Club officers, Committee members, Club members or contracted consultants.

   but this shall not exclude subsequent Damage which results from a cause not otherwise excluded.
3. caused by or consisting of:
   a) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
   b) change in temperature, colour, flavour, texture or finish, the action of light or atmospheric conditions
   c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers or economisers or super heaters or pressure vessels or any range of steam and feed piping in connection therewith;
   d) mechanical or electrical breakdown or derangement or overloading in respect of the item in which such breakdown or derangement originates;
      but this shall not exclude:
      i) such Damage not otherwise excluded which itself results from an Insured Peril or any other accidental cause.
      ii) any subsequent Damage which itself results from a cause not otherwise excluded.
4. caused by or consisting of:
   a) settling or shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, ground heave or landslip.
   b) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information.
   c) electrical or magnetic disturbance or erasure of electronic recordings.
   d) You voluntarily parting with the title or possession of any Club Property or rights to Club Property.
   e) cessation of work.
   f) the solidification of molten material unless such Damage is directly caused by any other Insured Peril that is insured by this section.
5. to a Club Building or structure caused by its own collapse or cracking, however We will indemnify You in respect of such Damage if it results from an Insured Peril and is not otherwise excluded.
6. to:
   a) moveable Club Property in the open by wind, rain, hail, sleet, snow, flood or dust.
   b) Club Property insured in transit by air or sea or inland waterway or road.
7. a) to Club Buildings or structures in the course of construction or demolition or alteration or structural repair and materials or supplies in connection with all such construction or erection;
   b) to vehicles licensed or intended to be licensed for road use including accessories thereon or attached or unattached caravans;
   c) caused by aircraft (including any form of aerial device) or articles dropped from them;
   d) to livestock or growing crops or trees;
   e) to Money;
   f) to fixed glass and Sanitary Ware other than as defined in Club Buildings;

   unless specifically stated in Your Schedule and the Damage is not otherwise excluded.
8. to Club Property resulting from its undergoing:
   a) any process of production.
   b) any process of packaging, treatment, testing, commissioning, cleaning, servicing, repair or any other similar process.

However We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

Subsidence or ground heave or landslip or avalanche (if stated in Your Schedule as operative)

We will not indemnify You for Damage:

1. to car parks, forecourts, yards, terraces, patios, drives, footpaths, walls, gates, fences, swimming pools, security lighting and cameras, fuel tanks, service tanks and their bases, drains, piping, ducting cables and wires unless a Club Building insured by this section is damaged by the same cause at the same time.
2. arising from the settlement or movement of made-up ground or by coastal or river erosion.
3. occurring as a result of the construction or demolition or alteration or structural repair of any Club Buildings/structures at Your Club Premises.
4. arising from the normal settlement or bedding down of new structures.

5. that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.
6. commencing prior to the issue of cover under Your Policy.

Extensions

The following extensions apply to this section only.

Capital Additions

We will indemnify You in respect of Damage to:

1. alterations, additions and/or improvements to the Club Buildings and/or machinery but no appreciation in value thereof.
2. newly acquired and/or newly occupied Club Premises provided they are not otherwise insured anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
   Provided that:
   a) at any one Club Premises, this extension shall not exceed ten (10) per cent of the Sum Insured under the relevant item or £100,000 in the aggregate whichever is the less.
   b) You shall advise Us:
      i) every six (6) months in respect of any such alterations, additions and improvements.
      ii) as soon as practicable of any newly acquired and or newly occupied Club Premises.

You will pay the appropriate additional premium required by Us, calculated from inception of such additional cover, the amounts declared shall be added by Endorsement to the Sum Insured against the relative item stated in Your Schedule, whereupon these provisions shall be fully reinstated.

Debris Removal

The Sum Insured for each item of Club Property Insured under this section includes costs and expenses necessarily incurred by You with Our consent in:

1. removing debris from;
2. dismantling and/or demolishing;
3. shoring up or propping;

part or parts of the Club Property Insured by the said items following Damage.

We will not indemnify You in respect of costs and expenses:

1. incurred in removing debris from any area other than Your Club Premises.
2. arising from pollution or contamination of Club Property not insured by this section.

The maximum We will pay for costs and expenses in respect of Stock in Trade is £1,000 in respect of each and every claim under this section.

Drain Clearance

The Sum Insured for each item under Club Buildings extends to include costs and expenses necessarily incurred by You, and for which We agree to, for clearing and/or cleaning drains, sewers and gutters, for which You are responsible and liable, following Damage as insured by this section.

The maximum We will pay in respect of any one claim under this Extension is £10,000 subject to a £1,000 Excess each and every claim.

European Union and Public Authorities Clause

Following Damage as insured by this section to each item under Club Buildings and Business Equipment, We will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with any:

1. European Union legislation; and/or
2. building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority.

(both of which are hereinafter referred to as “Regulations” in respect of the destroyed or damaged Club Property insured).

This Extension does not apply to:

1. the cost incurred in complying with the Regulations:
   a) in respect of any graded or listed Building unless stated in Your Schedule.
   b) under which notice has been served upon You prior to the happening of the Damage.
   c) for which there is an existing obligation which has to be implemented within a given period.
   d) in respect of undamaged Club Property insured or undamaged portions of Club Property insured, other than foundations (unless specifically excluded) of that portion of the Club Property insured, destroyed or damaged.
2. the additional cost that would have been required to make good the Club Property insured, destroyed or damaged, to a condition equal to its condition when new, had the necessity to comply with the Regulations not arisen.
3. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Club Property insured or by the owner thereof by reason of compliance with Regulations.

Provided that:

1. the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve (12) months after the Damage or within such further time as We may allow (during the said twelve (12) months) and may be carried out upon another site (if the regulations so necessitate), subject to the Our liability under this section Extension not being thereby increased.
2. if Our liability under any item of this section apart from this section Extension shall be reduced by the application of any of the terms, Conditions and Exceptions of this section, then Our liability under this section extension, in respect of any such item, shall be reduced in like proportion.
3. the total amount recoverable under any item of this section under this section Extension shall not exceed:
   a) in respect of European Union Legislation:
      i) 15% of the Sum Insured.
      ii) where the Sum Insured by the item applies to Club Property Insured at more than one Club Premises, 15% of the total amount for which We would have been liable had the Club Property Insured by the item at the Club Premises where Damage has occurred been wholly destroyed.
   b) in respect of Regulations, the Sum Insured.

Fire Brigade Damage

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds following Damage caused by fire brigade equipment or personnel in the course of combating fire.

The maximum We will pay in respect of any one claim under this Extension is £10,000 subject to a £1000 Excess each and every claim.

Fire Extinguishing Expenses

We will indemnify You in respect of costs and expenses incurred in refilling, recharging or replacing any:

1. portable fire extinguishing appliances; or
2. local fire suppression system; or
3. fixed fire suppression system; or
4. sprinkler installation; or
5. sprinkler heads;

as a result of Damage as insured by this section.

We will not indemnify You in respect of any costs and expenses which are recoverable from the maintenance company or fire service.

If in relation to any claim for fire extinguishing expenses You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim. You must maintain all such equipment in accordance with the manufacturer's instruction. The maximum We will pay in respect of any one claim under this extension is £2500.

Glass

The insurance by each item on Club Buildings or other Club Property for which You are responsible at Your Club Premises, is extended to include breakage occurring during the Period of Insurance of all fixed Glass in windows, doors, fanlights, skylights, partitions, furniture displays, show cases, counters, shelves, neon and eliminated signs, electric light fitments and fixed sanitary ware.

Breakage shall mean accidental fracture extending through the entire thickness of the Glass.

As a direct result of breakage, We will also pay for:
1. Damage to any lettering, embossing, beading, silvering or ornamental work, for an amount not exceeding £1,000 for any one claim.
2. the reasonable cost of:
   a) boarding up.
   b) repair or replacement of window frames, frame work, security fittings and/or alarm foil, for an amount not exceeding £500 for any one claim.

This extension does not apply to breakage caused by or arising from:
1. repairs, alterations or other fittings to Your Club Premises.
2. defects in frames and framework.
3. any Vacant or Disused Club Buildings.
4. faulty or defective workmanship on Your part or any of Your Employees, Club officers, Committee members or Club members.
5. wear, tear, gradual deterioration, mechanical or electrical breakdown of neon and eliminated signs and electric light fitments.

Index Linking
Each item of Club Property Insured is declared to be subject to Index Linking unless otherwise stated in Your Schedule and it is adjusted at annual intervals in accordance with the percentage change in various inflation/cost indices that We may use.
At each renewal the premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal. We reserve the right to use alternative suitable indices at any time without prior notice.

Loss of Metered Water
We will pay for charges for which You are responsible if water is accidentally discharged from a metered water system providing service to Your Club Premises.

The maximum We will pay in any one period of Insurance under this Extension is £10,000 subject to a £500 Excess per any one claim.

Non-invalidation
The insurance by this section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond Your control, provided that, immediately You become aware thereof, You shall give notice to Us and pay an additional premium if required.

Other Interests
The interest of parties supplying Club Property to You under a hiring, leasing or similar agreement is noted in this insurance, the nature and extent of any such interest to be disclosed by You in the event of Damage.

Replacement Locks
We will indemnify You for the cost and expenses of replacing locks at the Club Premises if keys are lost from:
1. Your Club Premises;
2. the home of any authorised Employee, Club officer, Committee member or Club member;

following Theft or attempted Theft or whilst in Your custody or that of an Employee, Club officer, Committee member or Club member following Theft or attempted Theft.

If the keys belong to a safe or strong room, they must be:
   a) removed from Your Club Premises overnight.
   b) kept in a secure place away from the safe when You or an Employee, Club officer, Committee member or Club member occupies Your Club Premises. The maximum We will pay in respect of any one claim or series of claims arising from one original cause is £500.

Rent
The insurance on Rent applies only if any of the Club Buildings or any part thereof are unfit for occupation in consequence of Damage thereto, but the amount payable shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of Rent insured.
Any claim under this extension shall only be considered if the Club Building or relevant part thereof was occupied/tenanted or contracted to be occupied/tenanted at the time of the Damage.

Subrogation Waiver
In the event of a claim arising under this section We agree to waive any rights remedies or relief to which We might become entitled by subrogation against:

1. any Company standing in the relationship of Parent to Subsidiary (Subsidiary to Parent) to You as defined in the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage.
2. any Company which is a Subsidiary of a Parent Company of which You are a subsidiary in each case within the meaning of the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage.

Theft Damage to Club Buildings
We will indemnify You for the cost of repairing Damage by theft or any attempted theft to the buildings at Your Club Premises (whether or not the Club Buildings are insured hereunder) if You are responsible for the repairs and the Damage is not otherwise insured.

Temporary Boarding Up
We will indemnify You in respect of Damage to fixed Glass including the costs of any necessary boarding up or temporary glazing, pending the replacement of broken glass and of removing and re-fixing window fittings and other obstacles to replacement.

The maximum We will pay in respect of any one claim under this Extension is £1000.

Temporary Removal (General)
We will indemnify You in respect of Damage insured by this section, other than to Stock, whilst temporarily removed from Your Club Premises for cleaning, renovation, repair and in transit thereto and therefrom in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay under this Extension is 10% of the Sum Insured for each Item after the deduction of the value of any Building and Stock in Trade included within the Item insured.

We will not indemnify You in respect of:

1. motor vehicles and motor chassis licensed for normal road use.
2. Club Property otherwise insured.
3. Club Property held in trust by You.
4. Club Property insured removed for more than ninety (90) consecutive days.

Temporary Removal of Documents and Electronic Business Machine Records
We will indemnify You in respect of Damage insured by this section to documents and Electronic Business Machine records whilst temporarily removed to any premises not in Your occupation and whilst in transit thereto and therefrom, all in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay under this Extension is 10% of the total value of the Item.

Transfer of Interest
If at the time of Damage You shall have contracted to sell Your interest in any Club Buildings hereby insured and the purchase shall not have been, but shall be thereafter completed, the purchaser on completion of the purchase if and so far as the Building is not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefit of this section so far as it relates to such Damage without prejudice to Our or Your rights and liabilities under this section up to the date of completion.

Trace and Access
We will pay costs and expenses which You have incurred with Our consent in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil, including subsequent repair to walls, floors or ceilings of Your Club Premises.

We will not indemnify You:

1. for the cost of repairs to any fixed domestic water services or heating installation.
2. where Damage results solely from a change in the water table level.

Our maximum liability shall under this Extension not exceed £10,000 in the aggregate during any one Period of Insurance subject to a £500 Excess per claim.

Unauthorised Use of Electricity, Gas and Water
We will include the cost of metered electricity, gas or water for which You are legally responsible, arising from its unauthorised use by persons taking possession, keeping possession or occupying Your Club Premises without Your authority.

Our maximum liability shall under this Extension not exceed £10,000 any one loss in respect of each & every claim.

Underground Services
We will pay for Damage for which You are legally liable to underground pipes, cables, drains and their relevant inspection covers which supply services to and carrying waste from Your Club Premises to the point of junction with public supply lines, mains and sewers.

Our maximum liability shall under this Extension not exceed £10,000 in the aggregate during any one Period of Insurance subject to a £500 Excess per claim.

Workmen
Workmen are allowed in or about any of Your Club Premises for the purposes of carrying out minor alternations, repairs, decoration and/or any maintenance without prejudice to Your Policy.

Exceptions

The following exceptions apply to this section only and should be read in conjunction with the General Exceptions in Your Policy.

We will not indemnify You for:
1. delay, loss of market, loss of use or consequential loss of any kind unless cover is stated in Your Schedule and the Damage is not otherwise excluded.
2. any Club Property more specifically insured by You or on Your behalf.
3. Damage to working dynamos, motors, wires, main or electrical apparatus, through short circuiting, overrunning or excessive pressure.

Conditions

The following conditions apply to this section only and should be read in conjunction with the General Conditions in Your Policy.

Automatic Reinstatement
We shall, in the event of Damage under this section, automatically reinstate the Sum Insured unless there is written notice by Us to the contrary, provided that:
1. You undertake to pay the appropriate additional premium.
2. You shall take immediate steps to carry out any alterations to the protections of the Club Premises which We may require.

Day One Basis
This condition is only applicable to those items stated in Your Schedule with Declared Value as operative.

1. You having stated in writing the Declared Value incorporated in each item to which this Condition applies and the premium has been calculated accordingly.

   For the purposes of this Condition, Declared Value shall mean:
   Your assessment of the cost of reinstatement of the Club Property insured, arrived at in accordance with the Basis of Claims Settlement Condition at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for:
   a) the additional cost of reinstatement to comply with:
      i) European Union Legislation.
      ii) Act of Parliament.
      iii) Bye-Laws of any public authority.
   b) professional fees.
   c) debris removal costs.
2. You must notify Us of the Declared Value at the start of each Period of Insurance. If You fail to do so, We will use the last Declared Value notified to Us for the ensuing Period of Insurance.

3. If at the time of the Damage the Declared Value is less than the cost of reinstatement of the Club Property Insured arrived at in accordance with paragraph (1) of this condition at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Club Property Insured.

   The Sums Insured will be limited to the percentage of the Declared Values stated in Your Schedule.

Designation
For the purpose of determining where necessary the item heading under which any Club property is insured, We agree to accept the designation under which such Club property has been entered in Your books or business records.

Fire Alarms, Sprinkler Installations and Fire Doors
If, in relation to any claim for Damage caused by fire, explosion, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons, You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.
You shall:
1. carry out the testing, checking and evidence requirements in relation to the automatic fire alarms and sprinkler installation(s) referred to on any completion certificate and remedy promptly any defect disclosed; and
2. carry out the maintenance procedures in relation to the automatic fire alarms and sprinkler installation(s) specified by the manufacturers of the equipment; and
3. notify Us immediately of any disconnection or failure of the automatic fire alarm and sprinkler installation likely to leave any area unprotected for more than twelve (12) hours or more, record details of all events such as alarm faults, tests, maintenance and disconnections and keep such details available for examination by Us or Our representatives; and
4. keep all fire break doors and shutters closed except during working hours and in efficient working order.

Fire Extinguishing Appliances
If in relation to any claim for Damage by fire, explosion, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons, You have failed to fulfil the following condition, Your claim will be handled in accordance with the Insurance Act 2015.

You must maintain all fire extinguishing appliances on Your Club Premises in full and efficient working order and under a contract of maintenance during the Period of Insurance. Subject to the observance of this Condition, this section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to You or beyond Your control.

Flat Roof Inspection
You must ensure that:
1. flat roof areas are inspected every six (6) months and a written record kept of Your findings; and
2. any defects discovered must be rectified immediately and a written record kept.

Freezer
You must ensure that You have evidence of a current maintenance contract with a refrigeration engineer for each Item which is not a sealed unit.

Minimum Standards of Protections
If in relation to any claim for Fire, Explosion, Riot, Civil Commotion, strikers, locked out workers or persons taking part in labour disturbances, Malicious Persons, Theft or attempted theft, covered by this section You have failed to fulfil the following condition, Your claim will be handled in accordance with the Insurance Act 2015.

Unless agreed otherwise by Us in writing, within thirty (30) days of inception of this Policy the following protections must be fitted to the under-mentioned doors, windows and other openings (where these are under Your control) and put into full and effective operation whenever Your Club Premises are closed for business or left unattended:
1. On final exit doors or other external doors and on internal doors giving access to any part of Your Club Premises not occupied solely by You or to any adjoining premises (excluding sliding doors and fire exit doors):
   a) a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate.

b) if double leaf:
   i) flush or barrel bolts or key operated locks or bolts fitted top and bottom in every case.
   ii) a substantial padlocking bar and close shackle padlock with minimum of five levers or high security cylinder mechanism.
c) if outward opening hinge bolts fitted top and bottom.

2. On external aluminium or UPVC doors (excluding sliding and fire exit doors) cylinder operated mortice pivot bolt lock including anti-turn cylinder collar, and if double leaf flush bolts on the first closing leaf.
3. On sliding patio doors the manufacturers' patent key-operated locking system.
4. Any door officially designated as Fire Exit by the Fire Authority must be secured only by devices agreed by the Fire Officer, this must be a suitable lock for use in emergency escape situations.
5. On all accessible windows and fanlights, key-operated window locks with the keys removed when in operation.
6. On all roller shutters a manufacturer's standard recommended locking device for that type of roller shutter.

Requirements
If You have failed to implement the requirements within the timescales specified, Your claim will be handled in accordance with the Insurance Act 2015.

Security
If in respect of any claim for fire, explosion, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons, theft or attempted theft covered by this section You have failed to fulfil any of the following conditions, Your claim will be handled in accordance with the Insurance Act 2015.

You must ensure that:
1. whenever Your Club Premises are closed or left unattended all locks, bolts and other security devices including any intruder alarm system(s) are put into full and effective operation and any keys removed from Your Club Premises.
2. You restrict the secrecy codes for the operation of the Intruder Alarm System to authorised persons and no details of same are left on Your Club Premises.

Stillage
You must ensure that all Stock and Materials in Trade and work in progress is, and will be, kept at least thirty (30) centimetres above the floor level of the part of the Club Premises in which they reside.

Basis of Claims Settlement Condition

The basis of settlement under this section shall be as stated in Your Schedule.

Reinstatement

The amount payable in respect of Club Buildings, Electronic Business Machines, plant, machinery or tenant's improvements and Yard Plant shall be the cost of the reinstatement of the Damage.

For this purpose "reinstatement" means:

1. the rebuilding or replacement of Club Property lost or destroyed which, provided Our liability is not increased, may be carried out:
   a) in any manner suitable to Your requirements;
   b) upon Your current site;
2. the repair or restoration of Club Property damaged;

in either case, to a condition equivalent to, or substantially the same as, but not better or more extensive than its condition when new.

Provided that

1. Our liability for the repair or restoration of Club Property damaged in part only shall not exceed the amount which would have been payable had such Club Property been wholly lost or destroyed.
2. If Average is stated on Your Schedule as applicable, at the time of reinstatement, the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Club Property covered by any item subject to this Basis of Claims Settlement Condition exceeds its Sum Insured at the commencement of any Damage, Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Club Property at that time.
3. No payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement Condition shall be made:
   a) unless reinstatement commences and proceeds without unreasonable delay.
   b) until the cost of reinstatement shall have been actually incurred.
   c) if the Club Property Insured at the time of the Damage shall be insured by any other insurance effected by You, or on Your behalf, which is not upon the same basis of reinstatement.
4. All the terms and Conditions of this Policy shall apply:
   a) in respect of any claim payable under the provisions of this Basis of Claims Settlement Condition except insofar as they are varied hereby.
   b) where claims are payable as if this Basis of Claims Settlement Condition had not been incorporated.
5. a) when We decide or are required to reinstate or replace any Club Property Insured, You will at Your own expense provide all such plans, documents, books and information as may be reasonably required.
   b) We will not be obliged to reinstate Club Property Insured exactly, but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of any one item is the Sum Insured less, in all cases, the Excess.

Indemnity

For this purpose "indemnity" means that We shall pay the current market value at the time of Damage, or at Our option, the cost of reinstatement or replacement of such Club Property, or any part of it, in the same or similar condition that the Club Property was in immediately prior to the Damage

Provided that:
If Average is stated on Your Schedule as applicable, if at the time of Damage the Sum Insured for the item is less than 85% of the value of the item insured, then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of Your Club Property.

Cost Price

For this purpose "cost price" means the amount paid by You when originally purchasing the Club Property which has been lost or damaged
Provided that:
If Average is stated on Your Schedule as applicable, if at the time of Damage the Sum Insured for the item is less than 85% of the cost price of the item insured, then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the cost price of Your Club Property.

Your Property away from Your Premises

Cover

We will indemnify You in respect of Damage caused by an Insured Peril occurring during the Period of Insurance:

1. to Club Property stated in Your Schedule provided the Damage occurs within the Geographical Limits stated in Your Schedule.
2. to Exhibition Property whilst at exhibition premises or in direct inland transit to or from the exhibition(s) anywhere within the Geographical Limits stated in Your Schedule.
3. for Loss of Exhibition expenses sustained by You as a result of the Damage:
   a) at the exhibition premises; or
   b) to any Exhibition Property used in connection with the exhibition while in transit to or from the exhibition premises, or whilst in the exhibition premises happening at any time before the advertised public closing time of the exhibition, and as a result of which the exhibition is interfered with or abandoned.

unless otherwise stated in Your Schedule.

Non-Contribution

If the loss and/or Damage which is the subject of a claim under this section is or would, but for the existence of this section, be insured by any other insurance, We shall not be liable under this section except in respect of any amount beyond which would have been payable under such other insurance had this section not been in existence.

Limit of Our Liability

The maximum We will pay under this section shall not exceed:

1. the Sum Insured on each item or the total Sum Insured; or
2. any other maximum amount payable; or
3. limit of Our liability stated in Your Schedule.

Exceptions

The following Exceptions apply to this section only and should be read in conjunction with the General Exceptions in Your Policy.

We will not indemnify You for:

1. consequential loss of any kind.
2. Damage caused by:
   a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, Your own faulty or defective design or materials;
   b) faulty or defective workmanship, operational error or omission on the part of You or any of Your Employees, Club officers, Committee members or Club members;

   but this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause under this section or otherwise excluded.
3. Damage caused by:
   a) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
   b) change in temperature or atmospheric or climatic conditions;
   c) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates;
      but this shall not exclude:
      i) such Damage which itself results from an Insured Peril or from any other cause not being an excepted cause under this section or otherwise excluded.
      ii) subsequent Damage which itself results from a cause not being an excepted cause under this section or otherwise excluded.
4. any loss from an unattended vehicle or trailer vehicle being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle.

5. Damage caused by:
   a) acts of fraud or dishonesty by You, Your Employees, Club officers, Committee members or Club members.
   b) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
   c) any process of fitting, testing, servicing, repair, renovation or adjustment.
6. the Excess stated in Your Schedule.

Exceptions to Exhibition cover

We do not Cover:

1. Club Boats.
2. loss of market, loss of profit, delay or any consequential loss of any kind.
3. Money and securities.
4. jewellery, clocks, watches, fur, livestock.
5. Damage to Glass, china, marble, earthenware, scientific instruments, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire, theft or as a direct result of collision of the conveying Vehicle or overturning of the conveying Vehicle.
6. Damage to:
   a) machinery due to overrunning operations.
   b) any electrical machine or apparatus due to overrunning, excessive pressure, short circuiting or self-heating.
   c) clothing and effects of visitors taken in transit to or from the exhibition.
7. Damage to Exhibition Property:
   a) due to insufficient labelling or incorrect addressing or as a result of Failure to make proper and complete declarations that may be required by carriers.
   b) arising as a result of packaging which was inadequate to withstand normal handling during transit in or on:
      i) any Vehicles owned or operated by You or Your Employees or agents when left unattended.
      ii) any Vehicle which is being used for social, domestic or pleasure purposes except this will not apply to Exhibition Property in the custody of the postal authority, railway or other carrier.
      iii) open Vehicles owned or operated by You, caused by atmospheric or climatic conditions in relation to the Exhibition Property that is not protected by Vehicle sheets unless the wind speed exceeds force 8 gusting or sustained on the Beaufort scale as recorded at the nearest weather station to the location of the Damage.
8. Loss of or Damage to Exhibition Property and/or loss of Expenses caused by or arising from:
   a) atmospheric, climatic or weather conditions in any part of any exhibition held in the open, unless the wind speed exceeds force 8 on the Beaufort scale and all Exhibition Property is contained within a weatherproofed stand, marquee, portacabin, exhibition unit.
   b) wear, tear, depreciation, deterioration, mildew, moss, vermin, any process of cleaning or repairing, inherent vice, inherent nature, mechanical or mechanical breakdown, failure or derangement unless external Damage has occurred.
9. Physical loss of or Damage to any Item caused by pollution or contamination or any cost or expense or any consequential loss resulting therefrom, but this does not exclude destruction or Damage to Club Property insured or Business interruption resulting from destruction or Damage to Club Property used by You at Your Club Premises for the purpose of Your Club Activities, not otherwise excluded caused by:
   a) pollution or contamination by a sudden unforeseen and unintended event which itself results from a Insured Peril; or
   b) any Insured Peril which itself results from pollution or contamination occurring suddenly and is unforeseen and unintended which pollution or contamination happens at one time.
10. loss of or Damage to Exhibition Property whilst being demonstration and/or worn.
11. theft of Exhibition Property:
    a) during exhibition hours whilst the stand is left unattended by You or Your representative
    b) from a room containing exhibits outside Exhibition Opening Hours unless the room is attended by You or Your representative or theft involves entry or exit from the room by forcible and violent means or the site is controlled by security personnel.

Conditions

The following conditions apply to this section only and should be read in conjunction with the General Conditions in Your Policy.

Automatic Reinstatement
In the absence of written notice from Us to the contrary, the Sum Insured by this section shall not be reduced by the amount of loss and in return You undertake to pay the appropriate additional premium at a rate to be agreed on the amount of the loss from the date thereof.

Camcorders, Cameras & Laptops (air travel)
You must ensure that all camcorders, cameras and laptops go as accompanied hand luggage whilst travelling on aircraft.

Keyholder
You or any person or key holding company authorised by You, must be available at all times to accept notification of faults or alarm signals relating to the intruder alarm system, and attend and allow access to Your Premises.

Responsible Person
You or any person authorised by You to be responsible for the security of Your Premises.

The following are conditions precedent to Our liability to indemnify You in relation to any claim for Damage:

1. Your Premises are protected by an intruder alarm system and means of communication used to transmit signals from such an intruder alarm system, designed, installed and maintained as agreed by Us.
2. Your Protected Premises must not be left without at least one Responsible Person in attendance:
   a) unless the intruder alarm system is set in its entirety with all means of communication used to transmit signals in full operation.
   b) if the police have withdrawn their response to alarm calls unless We agree otherwise.
3. in the event of notification of any activation of the intruder alarm system or interruption of any of the means of communication during any period that the intruder alarm system is set, a Keyholder shall attend Your Premises as soon as reasonably possible in order to confirm the security of Your Premises and reset the intruder alarm system in its entirety. If the intruder alarm system cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at Your Premises unless We agree otherwise in writing.
4. You shall advise Us as soon as possible and in any event not later than 10.00am on Our next working day:
   a) that police attendance in response to alarm signals/calls from the intruder alarm system may be withdrawn or the level of response reduced or delayed;
   b) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
   c) that the intruder alarm system and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order;

   and You must comply with any of Our subsequent requirements.
5. No alteration or substitution of:
   a) any part of the intruder alarm system;
   b) the structure of Your Premises or changes to the layout of Your Premises which would affect the effectiveness of the intruder alarm system;
   c) the means of communication used to transmit signals from the intruder alarm system;
   d) the procedures agreed with Us for police or any other response to any activation of the intruder alarm system;
   e) the maintenance contract;

   shall be made without Our written agreement.
6. You and each Keyholder must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the intruder alarm system. All keys and other setting/unsetting devices for the intruder alarm system must be removed from Your Premises when they are left unattended.
7. the intruder alarm system shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company as agreed by Us.
8. You will appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the intruder alarm system.

Theft Protections
All fastenings and protections on Your Premises at the commencement of this insurance and all additional fastening and protections which have been stipulated by Us shall be maintained during the currency of this insurance.

Basis of Claims Settlement Condition

The basis of settlement under this section shall be as stated in Your Schedule.

Reinstatement
For this purpose “reinstatement” means:
a) the rebuilding or replacement of Club Property lost or destroyed which provided Our liability is not increased may be carried out:
   i) in any manner suitable to Your requirements.
   ii) upon another site.
b) repair or restoration of Club Property damaged.

In either case to a condition equivalent to or substantially the same as, but not better or more extensive than its condition when new.

Provided that:
1. Our liability for the repair or restoration of Club Property damaged in part only shall not exceed the amount which would have been payable had such Club Property been wholly lost or destroyed.
2. If Average is stated shown on in Your Schedule as operative, applicable if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Club Property covered by any item subject to this Basis of Claims Settlement Condition exceeds its Sum Insured at the commencement of any Damage, Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Club Property at that time.
3. No payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement Condition shall be made:
   a) unless reinstatement commences and proceeds without unreasonable delay.
   b) until the cost of reinstatement shall have been actually incurred.
   c) if the Club Property Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement.
4. All the terms and Conditions of this Policy shall apply:
   a) in respect of any claim payable under the provisions of this Basis of Claims Settlement Condition except insofar as they are varied hereby.
   b) where claims are payable as if this Basis of Claims Settlement Condition had not been incorporated.
5. a) when We decide or are required to reinstate or replace any Club Property Insured, You will at Your own expense provide all such plans, documents, books and information as We may be reasonably required.
   b) We will not be obliged to reinstate Club Property Insured exactly, but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of any one item is the Sum Insured less in all cases the Excess.

Indemnity
For this purpose “Indemnity” means the current market value after allowance for wear and tear at the time of Damage or, at Our option, the cost of reinstatement or replacement of such Club Property or any part of it in the same or similar condition that the Club Property was in immediately prior to the Damage.

Provided that:
if Average is stated in Your Schedule as applicable, if at the time of Damage the Sum Insured for the item is less than 85% of the value of the item insured, then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of Your Club Property.

Cost Price
For this purpose "cost price" means the amount paid by You when originally purchasing Stock which has been lost or damaged.

Provided that:
if Average is stated in stated in Your Schedule as applicable, if at the time of Damage the Sum Insured for the item is less than 85% of the cost price of the item insured, then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the cost price of Your Club Property.

Basis of Exhibition Property cover Claims Settlement Condition

If You suffer loss or Damage which is covered under the terms of this section the amount that We will pay You will be calculated as follows:

a) Abandonment - if the exhibition is abandoned as much of the exhibition Expenses as You have paid or are liable to pay.
b) Interference - if the exhibition is interfered with such proportion of the Expenses as You have paid or are liable to pay.
c) Partial Loss - if the exhibition is open to the public at the time of the loss or Damage occurring We will only pay such proportion of the Expenses which that part interfered with bears to the whole period of the event.
d) Damage - if You suffer loss or Damage to Exhibition Property at Our option We will either pay You the cost of repair or replacement of the Property lost or Damaged.
e) Replacement - replace the Exhibition Property lost or Damaged and in each case less the Excess.
f) Limit Of Our Liability - the Limit Of Our Liability for any loss will not exceed the Sum Insured less the Excess.

Business Interruption

Definitions

The following definitions apply to this section only and shall keep the same meaning wherever they appear in the section. They should also be read in conjunction with the General Definitions in Your Policy.

Revenue:

Gross Revenue
The money paid or payable to You for services rendered in the course of Your Club Activities less the amount of any Uninsured Working Expenses.

Annual Gross Revenue
The Gross Revenue during the twelve (12) months immediately before the date of the Damage.

Standard Gross Revenue
The Gross Revenue during the period in the twelve (12) months immediately before the date of the Damage which corresponds with the Indemnity Period.

Turnover:

Turnover
The Money paid or payable to You for goods sold and delivered and for services rendered in the course of Your Club Activities at Your Club Premises.

Annual Turnover
The Turnover during the twelve (12) months immediately before the date of the Damage.

Standard Turnover
The Turnover during the period in the twelve (12) months immediately before the date of the occurrence which corresponds with the Indemnity Period.

Rent:

Gross Rent Receivable
The money paid, or payable, to You for tenancies and other charges and for services rendered in the course of Your Club Activities at Your Club Premises.

Annual Gross Rent Receivable
The Gross Rent Receivable during the twelve (12) months immediately before the date of the Damage.

Standard Gross Rent Receivable
The Gross Rent Receivable during the twelve (12) months immediately before the date of the Damage, which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of Your Club Activities and for variations in or other circumstances affecting Your Club Activities either before or after the Damage, or which would have affected Your Club Activities had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

Damage
Loss of or Damage to the Property used by You at Your Club Premises for the purpose of Your Club Activities.

Food and/or Drink Poisoning
The occurrence of an illness sustained by any person, caused by an outbreak of food and/or drink poisoning emanating from Your Club Premises.

Harmful Organism
The discovery of an organism at Your Club Premises likely to result in the occurrence of Food and/or Drink Poisoning or a Human Notifiable Disease.

Human Notifiable Disease
The occurrence of any disease sustained by any person at Your Club Premises, notifiable (to Local Authority Proper Officers) under the Health Protection (Notifications) Regulations 2010 or other current legislation.

Human Notifiable Disease in the Area
Food and/or Drink Poisoning or Human Notifiable Disease occurring within a radius of five (5) miles from Your Club Premises.

Increased Cost of Working
Your additional expenditure which has been reasonably and necessarily incurred as a result of Damage to continue Your Club activities during the Indemnity Period.

Additional Increased Cost of Working
Your additional expenditure incurred due to the Damage to maintain Your Club activities during the Indemnity Period which exceeds the amount recoverable in respect of increase in the cost of working insured by the Business Interruption section.

Indemnity Period
The period beginning with the occurrence of the Damage and ending when Your Club Activities cease to be affected by the consequences of the Damage or on expiry of the Maximum Indemnity Period, whichever occurs first.

Maximum Indemnity Period
The period stated in Your Schedule during which You are covered for the interruption of or interference with Your Club Activities.

Maximum Limit
The Sum Insured as stated in Your Schedule for Increased Cost of Working which will apply to each and every Club Premises as specified in Your Schedule and in the aggregate in respect of any one event unless otherwise stated.

Outstanding Debit Balances
The money owed to You by Your customers or Club members at the date of the Damage taking into account
1. bad debts
2. debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage
3. abnormal trading conditions affecting Your Club Activities
4. Your last record of amounts owed by customers or Club members.

Uninsured Working Expenses
- Purchases (less discounts received)
- Carriage packaging and freight
- Discounts allowed
- Bad debts

or unless otherwise stated in Your Schedule the words used in this definition will have the meaning usually attached to them in Your books and accounts.

Cover

In respect of Damage to each item of Club Property in Your Schedule, We will indemnify You in respect of loss resulting from interruption of or interference with Your Club Activities carried on by You at Your Club Premises in consequence of Damage occurring during the Period of Insurance caused by the operation of an Insured Peril covered under the Property Damage or Club Boats section of Your Policy unless otherwise stated in Your Schedule, provided that:

1. payment shall have been made or liability admitted for the Damage under an insurance covering Your interest in the Club Property; or
2. payment would have been made or liability admitted for the Damage but for the operation of a provision in such insurance excluding liability for losses below a specified amount.

Limit of Our Liability

The Limit of Our Liability during any one Period of Insurance will not exceed:

1. 133 1/3% of the Gross Profit or Gross Revenue or Gross Rentals Received shown in Your Schedule and
2. 100% of the total Sum Insured shown in Your Schedule for each other item stated in Your Schedule.

Insured Perils

Fire (including Subterranean Fire)

We will not indemnify You for Damage:

1. caused by explosion, or lightning or earthquake resulting from fire including subterranean fire.
2. caused by its own self ignition, leakage of electricity, short circuiting or over running.
3. caused by:
   a) spontaneous fermentation or heating.
   b) any heating process or involving the application of heat.

Lightning

Explosion

We will not indemnify You for Damage:

1. caused by the bursting of any boiler, economiser or other vessel machine or apparatus belonging to You or under Your control in which internal pressure is due to steam only.
2. to any vessel or machine or apparatus including its contents resulting therein from the explosion thereof but this shall not exclude Damage caused by explosion of any boiler or gas appliance used for domestic purposes only.

Aircraft (including any form of aerial device) and/or articles dropped from them

Riot, Civil Commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation

We will not indemnify You in respect of Damage:

1. arising from the cessation of work.
2. arising from confiscation or destruction or requisition by order of the Government or any public authority.
3. by fire caused by strikers or locked-out workers or persons taking part in labour disturbances or malicious persons.

Malicious Persons not acting on behalf of or in connection with any political organisation but only where Riot or Civil Commotion is also insured by this section

We will not indemnify You in respect of Damage (other than by Fire or Explosion):

1. caused by theft.
2. to any Vacant or Disused Buildings.

Earthquake

Theft or attempted theft involving

We will indemnify You for Damage caused by theft or attempted theft involving:

1. entry to or exit from the Buildings at Your Club Premises by forcible and violent means excluding any damage to or from any structure which is incapable of being locked.
2. violence or threat of violence to You or any director, Employee, Club officer, Committee member or Club member or their families.

We will not indemnify You for:

1. theft from any garden or yard or open space. This exclusion shall not apply to Marine Installations or Yard Plant, provided:
   a) they are contained within an area enclosed by water or properly maintained walls or fences, and gates which are locked at all times other than when open or unattended; and
   b) the keys (where applicable) have been removed to a locked or attended Building.
2. Property in any part of Your Club Premises which is Vacant or Disused.
3. dishonest or fraudulent action by You, any directors, Employees, Club officers, Committee members, Club members or any person lawfully on the Club Premises.
4. loss of Money.

Storm

We will not indemnify You for Damage:

1. caused by:
   a) subsidence or ground heave or landslip.
   b) frost.
   c) escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam.
2. to fences, gates and moveable Club Property in the open or in open sided Buildings other than Yard Plant and Marine Installations.

Flood

We will not indemnify You in respect of Damage:

1. caused by:
   a) storm or tempest.
   b) subsidence or ground heave or landslip.
   c) Frost.
   d) escape of water from any tank, apparatus or pipe.
2. attributable solely to change in the water table level.
3. to fences or gates and moveable Club Property in the open or in open sided Buildings other than Yard Plant and Marine Installations.

Escape of Water from any tank, apparatus, pipe or an escape of fuel from any fixed oil heating installation

We will not indemnify You for Damage:

1. caused by water discharged or leaking from an automatic sprinkler installation.
2. to Your Club Premises or parts thereof which are Vacant or Disused.
3. caused by the gradual emission or seepage of contents from any fixed oil heating installation.

Impact by any animal, vehicle or train or watercraft or by goods falling from them, or collapse or breakage of television or radio receiving aerials or satellite dishes

Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation fitted in Your Club Premises. We will not indemnify You in respect of Damage caused by:

1. freezing whilst Your Club Premises or parts thereof are Vacant or Disused.
2. explosion, earthquake, subterranean fire or heat caused by fire.
3. repairs, alterations or extensions to Your Buildings and/or sprinkler installations.

Accidental Damage

We will not indemnify You for Damage:

1. caused by or specifically excluded from any of the Insured Perils in this section.
2. caused by or consisting of:
   a) inherent vice or latent defect, gradual deterioration, frost, wear and tear, faulty or defective design or materials;
   b) faulty or defective workmanship, operational error or omission by You, any directors, Employees, Club officers, Committee members, Club members or contracted consultants;

   but this shall not exclude subsequent Damage which results from a cause not otherwise excluded.
3. caused by or consisting of:
   a) Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
   b) change in temperature, colour, flavour, texture or finish, the action of light or atmospheric conditions
   c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers or economisers or super heaters or pressure vessels or any range of steam and feed piping in connection therewith.
   d) mechanical or electrical breakdown or derangement or overloading in respect of the item in which such breakdown or derangement originates.

      but this shall not exclude:
      i) such Damage not otherwise excluded which itself results from an Insured Peril or any other accidental cause.
      ii) any subsequent Damage which itself results from a cause not otherwise excluded.
4. caused by or consisting of:
   a) settling or shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, ground heave or landslip.
   b) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information.
   c) electrical or magnetic disturbance or erasure of electronic recordings.
   d) You voluntarily parting with the title or possession of any Club Property or rights to Club Property.
   e) cessation of work.
   f) the solidification of molten material unless such Damage is directly caused by any other Insured Peril that is insured by this section.
5. to a Building or structure caused by its own collapse or cracking, however We will indemnify You in respect of such Damage if it results from an Insured Peril and is not otherwise excluded.
6. to:
   a) moveable Club Property in the open by wind, rain, hail, sleet, snow, flood or dust.
   b) Club Property insured in transit by air or sea or inland waterway or road.
7. a) to Buildings or structures in the course of construction or demolition or alteration or structural repair and materials or supplies in connection with all such construction or erection;
   b) to vehicles licensed or intended to be licensed for road use including accessories thereon or attached or unattached caravans;
   c) caused by aircraft (including any form of aerial device) or articles dropped from them;
   d) to livestock or growing crops or trees;
   e) to Money;
   f) to fixed glass and Sanitary Ware other than as defined in Buildings;

   unless specifically stated in Your Schedule and the Damage is not otherwise excluded.
8. to Club Property resulting from its undergoing:
   a) any process of production.
   b) any process of packaging, treatment, testing, commissioning, cleaning, servicing, repair or any other similar process.

However We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

Subsidence or ground heave or landslip or avalanche (if stated in Your Schedule as operative)

We will not indemnify You for Damage:

1. to car parks, forecourts, yards, terraces, patios, drives, footpaths, walls, gates, fences, swimming pools, security lighting and cameras, fuel tanks, service tanks and their bases, drains, piping, ducting cables and wires unless a Building insured by this section is damaged by the same cause at the same time.
2. arising from the settlement or movement of made-up ground or by coastal or river erosion.
3. occurring as a result of the construction or demolition or alteration or structural repair of any Buildings/structures at Your Club Premises.
4. arising from the normal settlement or bedding down of new structures.

5. that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.
6. commencing prior to the issue of cover under Your Policy.

Extensions

The following extensions shall apply where stated in Your Schedule.

Cover
We will indemnify You in respect of interruption of or interference with Your Club Activities in consequence of Damage:
1. to Your Club Premises; or
2. to Your Club Property;

during the Period of Insurance caused by the operation of an Insured Peril covered under the Property Damage or Club Boats section of Your Policy, unless otherwise stated in Your Schedule.

Limit of Our Liability
The Limit of Our Liability under each extension for any one occurrence will not exceed the amount stated in Your Schedule.

Breach of Canal
We will indemnify You in respect of interruption of or interference with Your Club Activities in consequence of Damage during the Period of Insurance caused by the operation of an Insured Peril covered under the Property Damage or Club Boats section of Your Policy unless otherwise stated in Your Schedule for Accidental Damage to the canal(s) and other inland waterways which hinders or prevents access to your Club Premises resulting in interruption of or interference with Your Club Activities.

We do not cover under this Extension any interruption with Your Club Activities caused by:
1. drought.
2. storm or flood.
3. inundation by the sea or tidal action.
4. frost subsidence or landslip.
5. the canal(s) or waterways own collapse, cracking or leakage.
6. Damage solely due to the changes in the water table level.

The maximum We will pay under this extension is stated in Your Schedule.

Exhibition Sites
We will indemnify You in respect of interruption of or interference with Your Club Activities in consequence of Damage during the Period of Insurance caused by the operation of an Insured Peril covered under the Property Damage or Club Boats section of Your Policy unless otherwise stated in Your Schedule to any situation within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man where You are exhibiting.

The maximum We will pay under this extension is stated in Your Schedule.

Increased Cost of Working
We will pay Your additional expenditure which has been reasonably and necessarily incurred as a result of Damage to continue Your Club Activities during the Indemnity Period.

The maximum amount We will pay will not exceed 50% of the Maximum Limit during the first three (3) months of the Indemnity Period and then pro rata for the balance unless stated otherwise in Your Schedule.

Outstanding Debit Balances

If Your account books or other business books or records whilst on Your Club Premises or temporarily removed to any premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in transit between them sustain Damage which results in Your inability to trace or establish the Outstanding Debit Balances, We will pay You:

1. the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof.
2. the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage.
3. auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this specification.

provided that if the Sum Insured stated in Your Schedule is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

We will not indemnify You as a result of:

1. erasure or distortion of information on computer systems or other records.
2. deliberate falsification of business records.
3. mislaying or misfiling of tapes and records.
4. the deliberate act of the public utility undertaking in restricting or withholding electricity supply.
5. wear and tear and gradual deterioration, vermin, rust, damp or mildew.
6. dishonest or fraudulent acts by any of Your directors, Employees, Club officers, Committee members or Club members.

The total amount payable in respect of any one claim shall not exceed the Sum Insured stated in Your Schedule at the time of the Damage.

Prevention of Access

We will indemnify You in respect of interruption of or interference with Your Club Activities in consequence of Damage during the Period of Insurance caused by the operation of an Insured Peril covered under the Property Damage or Club Boats section of Your Policy unless otherwise stated in Your Schedule, to property within a one (1) mile radius of Your Club Premises which hinders or prevents access to Your Club Premises.

The maximum We will pay under this extension is stated in Your Schedule.

Property Stored Away

We will indemnify You in respect of interruption of or interference with Your Club Activities in consequence of Damage during the Period of Insurance caused by the operation of an Insured Peril covered under the Property Damage or Club Boats section of Your Policy unless otherwise stated in Your Schedule, to Your property whilst stored in any premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of Club Property stored in any premises You partially or fully occupy.
The maximum We will pay under this extension is stated in Your Schedule.

Public Utilities - Electricity

We will indemnify You in respect of interruption of or interference with Your Club Activities in consequence of Damage during the Period of Insurance caused by the operation of an Insured Peril covered under the Property Damage or Club Boats section of Your Policy unless otherwise stated in Your Schedule to property at the premises of any generating station or sub-station of Your electricity supplier in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay under this extension is stated in Your Schedule.

Public Utilities - Gas

We will indemnify You in respect of interruption of or interference with Your Club Activities in consequence of Damage during the Period of Insurance caused by the operation of an Insured Peril covered under the Property Damage or Club Boats section of Your Policy unless otherwise stated in Your Schedule to property at the premises of Your gas supplier and any natural gas producer directly linked to Your gas supplier in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay under this extension is stated in Your Schedule.

Public Utilities - Telecommunications

We will indemnify You in respect of interruption of or interference with Your Club Activities in consequence of Damage during the Period of Insurance caused by the operation of an Insured Peril covered under the Property Damage or Club Boats section of Your Policy unless otherwise stated in Your Schedule to property at any land based premises of Your Telecommunications supplier in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay under this extension is stated in Your Schedule.

Public Utilities - Water

We will indemnify You in respect of interruption of or interference with Your Club Activities in consequence of Damage during the Period of Insurance caused by the operation of an Insured Peril covered under the Property Damage or Club Boats section of Your Policy unless otherwise stated in Your Schedule to property at the premises of any water works or pumping station of Your water supplier in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay under this extension is stated in Your Schedule.

Vermin, Defects in Drains, Murder, Suicide, Food and/or Drink Poisoning and Human Notifiable Diseases.

We will indemnify You in respect of interruption of or interference with Your Club Activities in consequence of Damage during the Period of Insurance caused by the operation of an Insured Peril covered under the Property Damage or Club Boats section of Your Policy unless otherwise stated in Your Schedule We will Cover you for interruption of or interference with your Club Activities in consequence of:

1. the discovery of vermin or pests at Your Club Premises which causes restrictions to the use of Your Club Premises upon the order or advice of a competent Local Authority.
2. any accident causing defects in the drains or other sanitary arrangements at Your Club Premises which causes restrictions on the use of Your Club Premises on the order or advice of a competent Local Authority.
3. murder or suicide at Your Club Premises.
4. Food and/or Drink Poisoning at Your Club Premises.
5. Human Notifiable Diseases at Your Club Premises.

For the purpose of this extension the Indemnity Period during which We will pay for interruption of or interference with Your Club Activities will be the period beginning in the case of 1, 2, 4 and 5 above, the date from which the restrictions to Your Club Premises are applied and in the case of 3. above, the occurrence or discovery of the incident and ending not later than the Maximum Indemnity Period.

We will not be liable for any costs incurred in the cleaning, repair, replacement, recall or checking of any Club Property or Club Premises. We will only be liable for the loss arising at Your Club Premises which are directly affected by the incident.

The maximum We will pay under this extension is stated in Your Schedule.

Exceptions

The following exclusions apply to this section only and should be read in conjunction with the General Exceptions in Your Policy.

We will not Cover any loss or Damage caused by:

1. the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
   However we will Cover you in respect of loss resulting from:
   a) loss or Damage caused by a fire, lightning, explosion, aircraft, malicious persons, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, storm, tempest, flood, escape of water from water tank apparatus or pipes, sprinkler leakage, impact by any road Vehicle or animal or train or watercraft.
   b) any other loss or Damage not otherwise excluded.
   c) an ensuing cause which is not excluded.

2. erasure or distortion of information on computer systems or other records:
   a) while mounted in or on any machine or Data processing equipment; or
   b) due to the presence of magnetic flux;
   unless caused by loss or Damage to the equipment in which the records are mounted.
3. change in the water table level.
4. pollution or contamination.
   However we will Cover you in respect of loss or Damage unless otherwise excluded caused by:
   a) pollution or contamination at Your Club Premises which itself results from fire, lightning, explosion, aircraft, malicious persons, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, storm, tempest, flood, escape of water from water tank apparatus or pipes, sprinkler leakage, impact by any road Vehicle or animal or train or watercraft.
   b) fire, lightning, explosion, aircraft, malicious persons, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, storm, tempest, flood, escape of water from water tank apparatus or pipes, sprinkler leakage, impact by any road Vehicle or animal or train or watercraft, which itself results from pollution or contamination.

We will not Cover any loss or Damage if:

5. Your Club is:
   a) wound up or carried on by a liquidator or receiver.
   b) permanently discontinued.
6. Your interest ceases otherwise than by Your death. However We will Cover You if We agree otherwise in writing.
7. Physical loss or Damage to any Item caused by pollution or contamination or any cost or expense or any consequential loss resulting therefrom, but this does not exclude destruction or Damage to Property Insured or business interruption resulting from destruction or Damage to Property used by You at Your Club Premises for the purpose of Your Club Activities not otherwise excluded, caused by:
   a) pollution or contamination by a sudden, unforeseen and unintended event which itself results from an Insured Peril; or
   b) any Insured Peril which itself results from pollution or contamination occurring suddenly and is unforeseen and unintended which pollution or contamination happens at one time.
8. caused by or arising from any outbreak of foot and mouth disease.
9. caused by or arising from loss of revenue in respect of Club Boats hired out to non Club members.

Conditions

The following conditions apply to this section and should be read in conjunction with the General Conditions.

Alternative Trading

If during the Indemnity Period goods shall be sold, accommodation provided or services shall be rendered elsewhere than at Your Club Premises for the benefit of Your Club Activities either by You or by others on Your behalf, the money paid or payable in respect of such sales, accommodation or services shall be brought into account in arriving at the Turnover, Gross Revenue, Gross Profit or Gross Rent Receivable during the Indemnity Period.

Automatic Reinstatement

We shall, in the event of Damage under this section, automatically reinstate the Sum Insured unless there is written notice by Us to the contrary, provided that You undertake to pay the appropriate additional premium.

Current Cost Accounting

For the purpose of these section Definitions any adjustment implemented in current cost accounting shall be disregarded.

Excess

If shown on Your Schedule, Your Excess will be deducted per incident and if there is more than one section of cover involved in the incident then the higher of the excesses will be deducted from Your claim.

Insolvency

You must advise Us immediately if Your Club is wound up or carried on by a liquidator, receiver or administrator or permanently discontinued, otherwise Cover will cease automatically unless We agree otherwise in writing.

New Business

For the purposes of any claims arising from Damage occurring before the completion of the first years trading of Your Club such loss will be ascertained by applying the Gross Profit or Gross Revenue or Gross Rent Receivable earned during the period between the commencement of Your Club and the date of the Damage to the amount by which the Gross Profit or Gross Revenue or Gross Rent Receivable during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the Gross Profit or Gross Revenue or Gross Rent Receivable realised during the period between the commencement of Your Club and the date of such Damage.

Premium Adjustment

The following provisions apply separately to each item of Gross Revenue or Gross Profit.

Where the premium paid is not on a provisional basis, it may be adjusted at the end of the Period of Insurance.
We will allow a pro rata return of premium not exceeding 25% of the premium paid if the premium calculated at the appropriate rate on the actual Gross Revenue or actual Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance as reported by Your auditors is less than the premium paid.

if the premium calculated is greater than the premium paid You shall pay Us the difference

If any Damage shall have occurred giving rise to a claim for loss of Gross Revenue or Gross Profit the above mentioned declaration shall be increased by Us for the purpose of premium adjustment by the amount by which the Gross Revenue or Gross Profit was reduced during the financial year solely in the consequence of the Damage.

Record keeping

If in relation to any claim or loss You have failed to fulfil the following conditions You will lose Your right to Indemnity or payment for that claim or loss:

1. You must ensure to Us that Your accounts books and records are kept in fire resistant cabinets when not in use; and
2. You must ensure that You will make back-up copies of all computer records at least every seven (7) days and will keep at least one copy of the back-up either:
   a) in fire resistant container; or
   b) away from Your Club Premises.

Subrogation Waiver Clause

In the event of a claim arising under this section We agree to waive any rights remedies or relief to which We may be entitled by subrogation against:

1. any company whose relationship to You is either a parent to subsidiary or subsidiary to parent;
2. any company which is a subsidiary of a parent company of which You are Yourselves a subsidiary;

as defined in or within the meaning of the relevant Companies Act or Companies (NI) Order current at the time of the Damage.

Value Added Tax

To the extent that You are accountable to HM Customs and Excise for Value Added Tax all terms in this section shall be exclusive of such tax.

Basis of Claims Settlement

The following terms of settlement apply only if the paragraph title appears in Your Schedule as operative.

Gross Revenue

The insurance under this item is limited to (1) a loss of Gross Revenue and (2) an increase in cost of working and the amount payable as indemnity thereunder shall be:

1. in respect of a loss of Gross Revenue, the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Damage;
2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue, which, but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Gross Revenue thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of Your Club Activities payable out of Gross Revenue as may cease or be reduced in consequence of the Damage.

If the sum insured by the item on Gross Revenue be less than the Annual Gross Revenue (or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve (12) months) the amount payable shall be proportionately reduced.

Gross Rent Receivable

The insurance under this item is limited to (1) a loss of Gross Rent Receivable and (2) an increase in cost of working and the amount payable as indemnity thereunder shall be:

1. in respect of the loss of Gross Rent Receivable, the amount by which the Gross Rent Receivable during the Indemnity Period shall fall short of the Standard Gross Rent Receivable in consequence of the Damage;
2. in respect of an increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rent Receivable, which, but for the expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Gross Rent Receivable thereby avoided;

less any sum saved during the Indemnity Period in respect of such of the expenses and charges payable out of Gross Rent Receivable as may cease or be reduced in consequence of the Damage.

If the sum insured by the item on Gross Rent Receivable be less than the Annual Gross Rent Receivable (or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve (12) months) the amount payable shall be proportionately reduced.

Increased Cost of Working

The maximum amount We will pay will not exceed 50% of the Maximum Limit during the first three (3) months of the Indemnity Period and then pro rata for the balance unless stated otherwise in Your Schedule.

Payments on Accounts

Claims payments on account may be made to You during the Indemnity Period if so required.

Professional Accountants

We will pay Your auditors and professional accountants' reasonable charges for producing information We require for investigating any claim and confirming the information is in accordance with Your business books. The maximum We will pay for any claim including auditors and professional accountants' charges is the Sum Insured stated in Your Schedule.

Money and Personal Accident Assault

Definitions

The following Definitions apply to this section and shall keep the same meaning wherever they appear in the section. They should also be read in conjunction with the General Definitions in Your Policy.

Bodily Injury
Physical damage to a person's body by violent and visible means.

Loss of Limb
Physical separation of one or more limbs at or above the wrist or ankle, or permanent and total loss of use of one or more hands, arms, legs or feet.

Non Negotiable Money
Crossed cheques, crossed giro cheques, travellers cheques, stamped national insurance cards, crossed money orders, crossed postal orders, crossed bankers' drafts, crossed warrants, national savings certificates, premium savings bonds, unexpired units in franking machines, credit card sales vouchers, debit card sales vouchers, VAT purchase invoices.

Person Insured
You or any of Your directors, Employees, Club officers, Committee members or Club members and in respect of Assault cover, aged not less than sixteen (16) years and not more than seventy five (75) years.

Money

Cover

We will indemnify You in respect of loss of Money by any cause occurring at Your Club Premises in transit or at the private residences of any Person Insured anywhere within the Geographical Limit's, during the Period of Insurance.

Limit of Our Liability
Our liability under this section shall not exceed the limits stated in Your Schedule or limit specified in any Extension to this section.

Extensions applicable to Money cover

We will indemnify You for loss or destruction of or damage to:

1. any cases, bags, containers, belts or waistcoats, owned by You or for which You are responsible, being used for carrying Money, resulting from theft or attempted theft of Money up to a limit of £1,000 any one occurrence.
2. clothing and personal effects belonging to You or any Person Insured resulting from theft or attempted theft of Money up to a limit of £500 any one person.
3. Safes and Strong rooms resulting from theft or attempted theft of Money up to the limit stated in Your Schedule.

We will indemnify You in respect of the cost of changing locks or lock mechanisms on doors, windows, safes and strong rooms at Your Club Premises to maintain security following theft of keys from Your Premises or from Your home or the home of any Person Insured up to a limit of £1,000 any one occurrence.

Contingent Security Company Cover

We will indemnify You in respect of loss of Money in the custody of any security company You have an agreement with if You are unable to recover the Money from the security company.

If in relation to any claim in respect of loss of Money in the custody or control of any security company You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must:

1. provide Us with a copy of the agreement between You and the security company.
2. obtain Our written agreement before any changes are made to the agreement.
3. comply with the terms of the agreement.

Exceptions applicable to Money cover

We shall not indemnify You in respect of loss, destruction or damage:

1. arising from fraud or dishonesty of any director, Employee, Club officer, Committee member or Club member unless discovered and reported to the Police and Us in writing within seven (7) days after the event.
2. resulting from use of any form of payment which proves to be counterfeit, false, invalid, uncollectable or irrecoverable for any reason.
3. where a more specific insurance is in force except for any Excess beyond the amount recoverable thereunder.
4. due to errors or omissions.
5. from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle.
6. occurring outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
7. resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer.
8. from any gaming machine, vending machine or automated teller machine or cash dispensing machine unless specifically stated in Your Schedule.

Conditions applicable to Money cover

The following conditions apply to Money Cover and should be read in conjunction with the General Conditions in Your Policy.

The following are conditions precedent to Our liability to indemnify You in relation to any claim for Loss of Money in transit. If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim:

Accompaniment Limits

Whenever Money (other than Non-Negotiable Money) is in transit it is to be accompanied by the following numbers of authorised persons between the ages of sixteen (16) and seventy five (75) unless otherwise stated in Your Schedule:

Amount of Money in transit at any one time	Accompaniment Requirement
Up to £3,000	1 person
Over £3,000 up to £6,000	2 persons
Over £6,000 up to £12,000	3 persons
Over £12,000	Approved security company

The maximum amount we will pay in respect of any item insured under this Section is the limit stated above.

Records and Key Security

We will not indemnify You unless:

1. a complete record of all Money held by You is kept in a secure place other than in any safe or other receptacle containing Money.
2. safe keys are removed from Your Club Premises when closed or unattended.
3. all security devices to protect Your Club Premises are properly fitted and put into full when closed or unattended.

Requirements
If in relation to any claim You have failed to implement the Requirements as required by Us within the timescales specified You will lose Your right to indemnity or payment for that claim.

Additional Conditions to Money Cover

The following are conditions precedent to Our liability to indemnify You in relation to any claim for loss of Money at Your Club Premises when closed or unattended. If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

Theft Protections
All fastenings and protections on Your Club Premises at the commencement of Your Policy and all additional fastening and protections which have been stipulated by Us shall be maintained in full and effective working order during the Period of Insurance and put into full and effective operation when closed or unattended.

Minimum Security Standard
As stated in the General Conditions of Your Policy.

Personal Accident Assault

Cover

We will pay compensation as detailed below in respect of any Bodily Injury sustained by any Person Insured in the course of Your Club Activities caused solely and directly by violence occurring during theft or attempted theft of Money and which directly and independently of any other cause results in any of the following:

Cover	Description	Benefit
1	Death (which shall not be presumed by disappearance of the Person Insured) occurring within 24 months of Bodily Injury	£10,000
2	Disablement occurring within 24 months of Bodily Injury being total and permanent loss of hearing, speech, all sight in one or both eyes or total loss of Limb	£10,000
3	Permanent total disablement which after 24 months of Bodily Injury prevents the Person Insured from pursuing any occupation	£10,000
4	Total disablement which within 24 months of Bodily Injury prevents the Person Insured from pursuing their normal occupation	£10,000
5	Partial disablement which within 24 months of Bodily Injury prevents the Person Insured from pursuing a substantial and essential part of their normal occupation	£100 per week
6	Incurred medical expenses	up to £500

Exceptions applicable to Personal Accident Assault cover

The following exceptions apply to this section only and should be read in conjunction with the General Exceptions in Your Policy.

We will not be liable under Cover Assault in respect of any death or disablement attributable to, contributed to or accelerated by pregnancy or any pre-existing physical or mental condition.

Conditions applicable to Personal Accident Assault cover

The following conditions apply to this section only and should be read in conjunction with the General Conditions in Your Policy.

1. In the event of death We shall be entitled to have a post mortem carried out at Our own expense.
2. In the event of any Bodily Injury, the Person Insured must immediately place himself/herself under the care of a qualified medical practitioner and act upon such medical and/or surgical advice as is given as soon as reasonably practicable.
3. In the event of any Bodily Injury, the Person Insured must as often as may be required by Us submit to medical examination at Our expense.

Basis of Claims Settlement condition

1. We will pay:
   a) weekly compensation at four (4) weekly intervals.
   b) compensation under Covers 4 and 5 for a maximum of two (2) years from the date the disablement commenced.
2. any weekly benefit being paid for the same Bodily Injury will cease if We pay compensation under Covers 1 - 3.
3. insurance will cease for the Person Insured if We pay compensation under Covers 1 - 3.
4. The amount payable under Covers 4 and 5 shall be payable when the total amount has been agreed or at Your request at intervals of not less than four (4) weeks (but not in advance), commencing four (4) weeks after We have received written notice of any Bodily Injury.

Loss of Licence

Definitions

The following definitions apply to this section only and shall keep the same meaning wherever they appear in this section. They should also be read in conjunction with the General Definitions in Your Policy.

Licence
Legally binding document granted to You under the Licensing Act 2003 or any subsequent legislation in respect of the retail sale of excisable liquor at Your Club Premises but excluding any temporary licence.

Loss of Licence
Temporary or permanent forfeiture or refusal to renew Your Licence by the licensing authority due to reasons beyond Your control.

Cover

We will indemnify You for the reduction in the value during the Period of Insurance of Your interest in:
1. Your Club Premises; or
2. Your Club Activities;

following Loss of Licence.

Limit of Our Liability
We will indemnify You up to, but not exceeding, the Limit of Liability stated in Your Schedule in respect of any one Period of Insurance, provided that if We shall be liable to indemnify more than one party, the aggregate amount of indemnity to all parties shall not exceed the Limit of Liability stated in Your Schedule.

Non-Contribution
If the forfeiture or refusal to renewal Your Licence which is the subject of a claim under this section is or would, but for the existence of this Policy, be insured by any other insurance, We shall not be liable under this section except in respect of any amount beyond which would have been payable under such other insurance had this Policy not been in existence.

Exceptions

The following exceptions apply to this section only and should be read in conjunction with the General Exceptions in Your Policy.

We will not indemnify You where:
1. You are entitled to obtain payment of compensation under any legislation or Bye-law in respect of the refusal to renew Your Licence.
2. the Loss of Licence arises out of:
   a) directly or indirectly by the misconduct, procurement, connivance, neglect or omission by You or Your failure to take any step necessary for keeping the Licence in force.
   b) the alteration of Your Club Premises without the consent of the appropriate authority.
   c) Your Club premises:
      i) being closed for any period which is not required by Law.
      ii) not being maintained in a sanitary condition or satisfactory state of repair.
      iii) being required for any public purposes or affected by any Town and Country planning or improvement or redevelopment.
   d) by a change in law affecting the issue of Licences.
   e) a compulsory purchase or surrender.
   f) a reduction or redistribution of Licences.

Conditions

The following conditions precedent apply to this section only and should be read in conjunction with the General Conditions in Your Policy.

1. It is a condition precedent to Our liability that You shall notify Us in writing immediately and supply such additional information and give assistance as We may reasonably require if You become aware of any**:**
   a) complaint against Your Club Activities and/or Your Club Premises.
   b) proceedings against or conviction of the Licence holder, manager, tenant or occupier of Your Club Activities and/or Your Club Premises for any breach of any relevant licencing law or regulation or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty, moral standing or sobriety.
   c) change in the tenancy or management of Your Club Activities and/or Your Club Premises.
   d) transfer or proposed transfer of the Licence.
   e) alteration in the purpose for which Your Club Premises is used.
   f) objection to renewal or other circumstances which may endanger the Licence or its renewal.
2. In the event of death, bankruptcy or incapacity or desertion of Your Club Premises, or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty, moral standing or sobriety) of the Licence holder, tenant, manager or occupier, You will, where practicable and at Our request, procure a suitable person to replace them and one to whom the Licence will be transferred or a new Licence will be granted by way of renewal.
3. In the event of the Licence being forfeited or refused renewal You must:
   a) give notice in writing to Us within forty eight (48) hours of receiving knowledge of such event stating the grounds upon which the Licence was forfeited or refused renewal.
   b) give all assistance as We may require for the purpose of an appeal against such forfeiture or refusal to renew and allow Our solicitors and Us full discretion in the conduct of such proceedings.
   c) apply, if practicable, and if required by Us, for the grant of such new Licence for the same or alternative Premises as may enable You to continue Your Club Activities in a similar or alternative form.
   d) provide a statement of Your loss, if any, together with such documents, statements and accounts as may be reasonably required by Us to verify the same and also if required by Us make a statutory declaration as to the truth, accuracy and comprehensiveness thereof and give Us free access to Your Club Premises and the books and accounts of Your Club Activities as may be necessary for ascertaining the value of any loss.

Basis of Claims Settlement Condition

We will pay:
1. the reduction in the value during the Period of Insurance of Your interest in Your Club Premises or Your Club Activities following a Loss of Licence; and
2. for costs and expenses incurred by You with Our written consent where You appeal against the Loss of Licence;

less, in all cases, the Excess stated in Your Schedule.

Fidelity Guarantee

Definitions

The following definitions apply to this section only and shall keep the same meaning wherever they appear in this section. They should be read in conjunction with the General Definitions in Your Policy.

Date of Acceptance
1. The commencement date of the first Period of Insurance; or
2. the date on which Your Employee enters into contract of service or apprenticeship with You; or
3. the date on which Club officers or Committee members were appointed to their Club roles;

whichever is the latest.

Employee
The definition of Employee as defined in the General Definitions in Your Policy is extended to include the following:
1. any director of Yours if such person:
   a) is also employed by You under a contract of service; and
   b) controls no more than five (5) per cent of the issued share capital of Your Club Activities or of any subsidiary of Your Club.
2. any person retired from full-time employment with You who is working for You as a consultant under Your control or direction.
3. Club officers or Committee members

Insured Person(s)
Person or persons named in Your Schedule.

Theft
Any act of fraud or dishonesty by any Employee committed with the intent of obtaining an improper financial gain for themselves or for any other person or organisation.

Cover

In the event of You sustaining any direct loss of Money or tangible property belonging to You or for which You are legally responsible, caused by any Theft during the Period of Insurance through any dishonest, fraudulent or criminal act of any Employee named in Your Schedule normally resident within the Geographical Limits, whether committed by such named person alone or in collusion with other persons, We will indemnify you in respect of such loss or losses provided they are discovered within eighteen (18) months:
1. of the expiry of any Period of Insurance in which the act of Theft was committed; or
2. of the termination of the membership or employment of the Insured Person; or
3. of the termination of Your Policy;

whichever occurs first.

Continuation
The continuation of this section beyond the original Period of Insurance shall not of itself increase the Limit of Liability.

Limit of Our Liability
The Limit of Our Liability:
1. in respect of any one claim caused by one Employee shall not exceed the Limit of Liability stated in Your Schedule applicable to that Employee;
2. in respect of any one claim caused by two or more Employees acting in collusion, shall not exceed the greater of the individual Limit of Liability stated in Your Schedule applicable to the Employees involved;

3. in respect of any one claim irrespective of the number of Periods of Insurance during which the insurance by this section shall remain in force, shall not exceed the Limit of Liability stated in Your Schedule;
   provided that if We are liable to indemnify more than one party, the aggregate amount of indemnity to all parties shall not exceed the Limit of Liability stated in Your Schedule.
4. in respect of any one Period of Insurance, shall not exceed the aggregate Limit of Liability stated in Your Schedule.

Territorial Limits
This section only applies to acts of Your Employees within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Extensions

The following extensions apply to this section only.

Automatic Reinstatement
Except as regards the Insured Persons concerned, the Limit of Liability shall not be reduced by the payment of any losses by Us. You shall pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry date of the Period of Insurance.

Previous Insurance
If this Policy immediately supersedes a Fidelity Guarantee insurance effected by You (the Superseded Insurance), We will indemnify You in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance if the loss is not recoverable there under solely because the period allowed for discovery has expired.

Provide that:
1. such insurance had been continuously in force from the time of the loss until inception of this insurance.
2. the loss would have been insured by this insurance had it been in force at the time of the loss.
3. Our Liability shall not exceed whichever is the lesser of:
   a) the amount recoverable under the insurance in force at the time of the loss, or
   b) the Limit of Liability stated in Your Schedule.

In any event the Our total liability in respect of any one claim continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the Limit of Liability stated in Your Schedule.

Non-Contribution
If at the time of loss of Money or goods for which You are legally responsible or at the time a claim for such property arises, You are or would but for the existence of this Policy be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund, We shall not be liable except in respect of any amount beyond which would have been payable under such other insurance guarantee or fund had this Policy not been in existence.

Temporary Agency Staff
The term Employee shall include any person supplied by a staff or employment agency who by arrangement with such agency is working for You on a temporary or part-time basis in connection with Your Club Activities to perform the function and duties of an Employee under Your control or direction, but not including persons employed as drivers or in connection with warehouse duties or with computer operations or computer programming unless stated in Your Schedule as insured.

Provided that:
1. We shall not be liable for any loss caused by any such person if such loss is also covered for the benefit of You by an insurance or guarantee held by the staff or employment agency supplying the person concerned.
2. The amount of wages and salaries declared shall include the total amount of fees paid to staff and employment agencies in respect of temporary agency staff described above.

Exceptions

The following exceptions apply to this section only and should be read in conjunction with the General Exceptions in Your Policy.

We shall not indemnify You:
1. for loss of interest or consequential loss of any kind.
2. for loss caused by any act of any Employee committed prior to the Date of Acceptance applicable to that Employee.
3. any loss brought about by any Employee) who, to Your knowledge, has committed a dishonest or fraudulent act, provided that this exclusion shall not be deemed to relieve Us of liability for loss occurring prior to You obtaining such knowledge.
4. for loss where You continue to entrust the defaulting Employee with Money or goods after becoming aware of any material fact bearing on the honesty of the said Employee.
5. if there is a change:
   a) in the nature of Your Club Activities.
   b) to the system of check set out in Your proposal for this section and accepted and agreed by Us.
   c) in the position of employment of the defaulting Employee.
6. for any unexplained shortages.
7. for the amount of the Excess state in Your Schedule.

Conditions

The following are conditions precedent to Our liability to indemnify You in respect to any claim for Damage.

Cessation of Cover
Immediately following the discovery by You of any act of Theft by Your Employee, all liability for further acts of Theft by that Employee shall cease.

Claims Action by You
Upon the discovery of any act which may give rise to a claim, You shall:
1. notify Us immediately.
2. notify the police immediately and take all practical steps to discover any person involved and to trace and recover the Money and goods.
3. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss.

Employees Money
Any money of the Employee in Your hands upon discovery of any loss and any money which but for the Employee's Theft would have been due to the Employee from You, shall be deducted from the amount of the loss before You make a claim under this Policy.

Minimum Standards of Control
1. All employees must be instructed as to their duties or responsibilities in respect of the Minimum Standards of Control and compliance enforced by You.
2. Money:
   a) **Cash receipts** - Employees are required to pay in daily all cash and cheques received in the course of Your Business. Monies, cheques and postal orders received must be paid over to You or banked.
   b) **Cash and Petty Cash** - cash in hand and petty cash must be checked independently of Employees responsible, at least monthly and additionally without warning every six (6) months.
   c) **Reconciliation** - bank statements, stamped bank paying in slips, receipts, counterfoils and vouchers must be checked at least monthly against cash book entries and the balance tested with cash and un-presented cheques. This must be done independently of the Employee making the cash book entries, signing cheques or paying into the bank.

d) **Cheque signing** - all cheques or other bank instructions drawn for more than £10,000 must be manually signed by two authorised persons after the amount has been inserted and You must have advised Your bankers accordingly. No cheque or instrument must be signed until one signatory has validated the requisition, examined the supporting documentation and ensured that the payee is a genuine client or creditor.
e) **Wages** - wages and salary sheets must be checked independently of the Employees responsible for their preparation to ensure that the amounts are correct and that no fictitious names have been included.

3. Stock taking - there must be a physical check on all stock and materials held against verified stock records independently of Employees responsible, at intervals of not more than twelve (12) months.
4. Computer security:
   a) All computer operations and security precautions must have been vetted by professional auditors at regular intervals and whenever amendments are carried out and any recommendations made fully complied with.
   b) All Employees with access to wage, accounts or stock control functions must have a secure individual password to access the system which must be changed at least every three (3) months.
   c) All computer media in respect of wages, accounts or stock control must be securely stored in locked cabinets when not in use by authorised Employees.
5. Auditors - Your accounts must be examined by external auditors every twelve (12) months. All recommendations or alternatives acceptable to the Auditors must be implemented without delay.
6. References - You must obtain satisfactory references direct from former employers for the two (2) years immediately preceding employment to confirm the honesty of each Employee.
7. Termination of Service - upon the termination of service of any Employee, You shall take all reasonable security precautions to prevent Theft by that Employee.
8. Investments - dual control will be exercised over all investment documents and capital expenditure to ensure that no one Employee can complete a transaction from beginning to end.

Prosecution

You shall if and when requested by Us 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.

Recovery of Further Monies

Any recoveries effected by You less any costs incurred in the recovery shall accrue:

1. in the event that Your claim has exceeded the Limit of Liability stated in Your Schedule firstly to Your benefit to reduce or extinguish the amount of Your loss (but not the Excess).
2. thereafter to the Our benefit to the extent of the claim paid or payable.
3. and finally to Your benefit where the Excess had been deducted from the claim.

Basis of Claims Settlement Condition

We will pay to You the face value of the Money or the value of the goods at the time of the loss or at Our option the replacement or reinstatement of the goods, less in all cases the Excess.

We will also indemnify You in respect of:

1. auditor's and other professional fees incurred with Our written consent solely for the purpose of submitting and quantifying a loss as herein defined; and
2. the reasonable cost of rewriting or amending the software programmes or systems where such rewriting or amending is necessary to correct the security codes following the fraudulent use of computer systems the subject of a claim for which liability is admitted under this section.

Legal Liabilities

Definitions

The following definitions apply to the Employer's Liability, Public Liability and Products Liability sections only and shall keep the same meaning wherever they appear in these sections. They should be read in conjunction with the General Definitions in Your Policy.

Costs and Expenses

1. Costs and expenses of claimants for which You are legally liable and which may be the subject of indemnity under this section.
2. Other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this section.
3. Legal costs and expenses incurred with Our written consent for representation by You at:
   a) any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury;
   b) any coroners' inquest or inquiry in respect of any death;
   which may be the subject of indemnity under this section.

Compensation

Damages including interest but excluding:

1. liquidated damages.
2. penalty clauses.
3. fines.
4. aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from multiplication of compensatory damages or other non-compensatory damages.

Contractual Liability

Liability attaching to You by virtue of a contract but which would not have attached in the absence of such contract.

Event

Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results, during the Period of Insurance, in Injury or Damage to property. All accidents or occurrences consequent of one cause shall be regarded as one Event for the purposes of Your Policy.

Injury

Death, bodily injury, illness, disease, mental injury, mental anguish or nervous shock but not defamation.

Legal Costs

1. Any claimant's Legal Costs and expenses for which You are legally liable and ordered as payable by You by a Court of Competent Jurisdiction within the Geographical Limits and all costs and expenses incurred with Our written consent.
2. Your Legal Costs and expenses incurred with Our prior written consent and any prosecution costs awarded against such person in respect of:
   a) the defence of any proceedings brought against You for an offence committed during the Period of Insurance within the Geographical limits under the Health & Safety at Work etc Act 1974, Health & Safety at Work (Northern Ireland) Order 1978 and similar safety legislation, arising from Your Club Activities; and
   b) an appeal against a conviction arising from such proceedings.
   c) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty which may be the subject of a claim under this section of Your Policy;
   provided that We will not be liable for:
      i) the payment of fines or penalties.
      ii) proceedings consequent upon a deliberate management decision, act or omission of management.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig, offshore platform, sub-station turbine platform, or support or accommodation vessels and whilst on any offshore rig, offshore platform or sub-station turbine platform or support or accommodation vessels until such time of final disembarkation from a conveyance onto land upon return from any offshore rig, offshore platform or sub-station turbine platform or support or accommodation vessels.

Principal
The other party to a contract or agreement for whom You are undertaking work or service where such party is responsible for setting out the terms of the contract or agreement.

Product Supplied
Any product or tangible property including packaging, containers, instructions and labels, sold, supplied, erected, repaired, altered, treated, installed, tested, serviced or delivered by or through You in the course of Your Club Activities within the Territorial Limits and no longer in Your custody or control.

Territorial Limits
1. Anywhere within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man other than Offshore.
2. Elsewhere in the world (other than North America or Offshore) for temporary visits by Your non- manual Employees in connection with Your Club Activities undertaken by You or any of Your directors or Employees normally resident in (1) above.
3. Elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge sold, supplied, erected, repaired, altered, treated or installed by You in or for delivery or use in North America or Offshore).

Extensions

The following extensions shall apply to the Employer's Liability, Public Liability and Products Liability sections only.

Compensation for Court Attendance
If, at Our request, any director or Employee of Yours is required to attend court as a witness in connection with any claim made against You, We will provide compensation to You up to a maximum of £250 per day on which their attendance is required.

Contractual Liability and Indemnity to Principal
Notwithstanding the Contractual Liability exception 6 of the Public Liability section and exception 1c of the Products Liability section, We will indemnify You under the Employers Liability, Public Liability and Products Liability sections in respect of Injury or loss of or damage to tangible property as follows:

To the extent that any contract or agreement entered into by You with any Principal so requires, We will indemnify You against liability assumed by You and the Principal in like manner to You, in respect of the liability of the Principal where the liability arises out of the performance by You of such contract or agreement provided that:
1. the conduct and control of claims is vested in Us.
2. the Principal shall observe, fulfil and be subject to the terms of Your Policy so far as they apply.
3. the indemnity shall not apply in respect of liquidated damages or any penalty clause.
4. the indemnity granted under the Employers Liability section shall only apply in respect of liability to any person who is an Employee of Yours.
5. the indemnity shall not apply in respect of loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a) 1980 Edition Clause 21.2.2 or any subsequent amendments thereof or any form of contract requiring a similar indemnity.
6. where indemnity is granted to any Principal, We will treat each Principal and You as though a separate Policy had been issued to each of them, provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of any section stated in Your Schedule.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of legal costs and expenses with Our written consent and costs awarded against You arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of a charge or investigations in connection with an offence committed or alleged to have been committed during the Period of Insurance and in the course of Your Club Activities under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the Channel Islands or the Isle of Man provided that:

1. Our liability under this extension shall be limited to a maximum amount of £1,000,000 any one occurrence and in the aggregate in any one Period of Insurance.
2. this extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
3. We must consent to the appointment of any solicitor or counsel, acting on Your behalf.
4. You shall immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this extension.
5. Counsel has advised, having been provided with all information requested by Us from You, that there is a strong probability that the appeal will be successful.

We will not indemnify You:

1. if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide.
2. for any fines or penalties of any kind.
3. where You can obtain indemnity for the costs of defending criminal proceedings in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this extension the Insured would have obtained indemnity from any other source or insurance.
4. where Counsel has advised, having been provided with all information requested by Us from You, that there is a strong probability that the appeal will be unsuccessful.

Cross Liabilities

If more than one Insured is stated in Your Schedule, We will treat each party as if a separate Policy had been issued to each, provided that the total amount of indemnity payable to all parties in respect of Compensation together with Costs and Expenses does not exceed the Limit of Indemnity of any section stated in Your Schedule.

Health and Safety at Work Costs

We will indemnify You and at Your request any director, Employee, Club officer, Committee member or Club member in respect of Legal Costs and Expenses with Our written consent and costs awarded against You or any director, Employee, Club officer, Committee member or Club member arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of an offence committed or alleged to have been committed during the Period of Insurance and in the course of Your Club Activities under the Health and Safety at Work Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that the proceedings relate to the health, safety or welfare of Employees .

We will not indemnify You for:

1. fines or penalties.
2. costs and expenses insured by any other policy.
3. proceedings consequent upon a deliberate management decision, act or omission of management.

The maximum amount We will pay for this extension shall not exceed £5,000 in any one Period of Insurance.

Exceptions

The following exceptions apply to apply to the Employer's Liability, Public Liability and Products Liability sections only and should be read in conjunction with the General Exceptions in Your Policy.

Asbestos

We will not provide indemnity in respect of:

1. exposure to;
2. inhalation of;
3. fears of the consequences of exposure to or inhalation of;
4. the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of;

Asbestos, Asbestos Dust or Asbestos Containing Materials

except in respect of the Employers Liability section to the extent that it is necessary to comply with the minimum requirements of the law within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of liability to Employees.

Liability under Contract or Agreement

We shall not indemnify You against liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement.

Pollution or Contamination (applicable to Public Liability and Products Liability and Ship Repairers Liability Sections)

We will not indemnify you in respect of Pollution or Contamination

1. occurring in the United States of America or Canada or dependency or trust territory
2. occurring elsewhere unless caused by a sudden, identifiable, unintentional and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place.

Our liability for all Compensation together with Costs and Expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity shown in Your Schedule in respect of any section of the Legal Liabilities section.

For the purposes of this exclusion and limitation Pollution or Contamination" shall be deemed to mean:

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all loss of damage to Property or injury, directly or indirectly caused by such pollution or contamination.

Employers Liability

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of Injury sustained by any Employee caused during the Period of Insurance within the Territorial Limits and arising out of employment by You in the course of Your Club Activities.

Limit of Our Liability
Our liability for Compensation and Costs and Expenses payable under this section in respect of any one claim or series of claims against You arising out of any one Event shall not exceed the Limit of Indemnity stated in Your Schedule.

Right of Recovery
The indemnity provided under this section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man. You must repay to Us all sums paid by Us that We would not have been liable to pay but for the provisions of such law.

Extensions

The following extensions apply to this section.

Unsatisfied Court Judgments
In the event of Injury sustained by any Employee caused during the Period of Insurance, within the Territorial Limits and arising out of employment by You in the course of Your Club Activities, which results in a judgment for Compensation being obtained by any Employee or the personal representatives of the Employee and which remains unsatisfied in whole or part six (6) months after the date of such judgment, We will at Your request pay to the Employee or the said personal representatives, the amount of any such Compensation and any costs awarded to the extent that they remain unsatisfied provided that:

1. the judgment for Compensation is obtained:
   a) in a court of law within Great Britain, Northern Island, the Channel Islands or the Isle of Man.
   b) against a company, partnership or individual other than You, conducting a business at or residing in premises within the territories described in (1a) above.
2. there is no appeal outstanding.
3. the judgement relates to Injury which would otherwise be within the terms of Your Policy.
4. if any payment is made under the terms of this extension, the Employee or the personal representatives of the Employee must assign the judgment to Us.
5. Our liability for damages, costs and expenses shall not exceed the Limit of Liability stated in Your Schedule.

Exceptions

The following exceptions apply to this section and should be read in conjunction with the General Exceptions in Your Policy.

Vehicles
We will not provide indemnity in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation.

Offshore
We will not provide indemnity in respect of any legal liability caused by or arising from any Offshore activity.

Public Liability

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of:

1. Injury to any person other than Your Employee(s);
2. loss of or Damage to tangible property;
3. nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water or other easement;

occurring during the Period of Insurance, within the Geographical Limits and in the course of Your Club Activities as stated in Your Schedule.

Limit of Our Liability

Our liability for Compensation payable under this section to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one Event or original cause shall not exceed the Limit of Indemnity stated in Your Schedule.

Costs and Expenses

Costs and Expenses payable under this section will be paid in addition to the Limit of Indemnity except that in respect of any claim brought in North America, the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses.

Extensions

The following extensions apply to this section only.

Movement of Vessels

We will indemnify You for moving of Vessels in Your care, custody or control, provided the trip is within a radius of two (2) miles from Your Premises or mooring location and:

1. for periods not exceeding four hours duration any one trip; and
2. on Vessels not being a prototype or original model, designed, built, constructed or assembled by You prior to sale, hand over or delivery of such Vessel; or
3. at a speed not exceeding ten (10) knots.

Consequences of Faulty Workmanship

Notwithstanding Exception 3 of this section, We will Indemnify You in respect of Your legal liability arising out of the consequences of Your faulty workmanship.

Damage to Leased or Rented Premises

Notwithstanding Exception 22 of this section, We will indemnify You in respect of Your legal liability for loss of or Damage to Premises (or fixtures or fittings thereof) hired or rented to You, provided that this extension shall not apply to liability in respect of:

1. legal liability arising under agreement unless legal liability would have attached to You in the absence of such agreement.
2. the first £500 in respect of any claim for loss of or Damage caused other than by fire or explosion.

Damage to vessels in Your care, custody or control

We will indemnify You for all sums that You become legally liable to pay in respect of loss of or Damage to vessels in Your care, custody or control, including but not limited to, whilst on Your Club moorings, moving, hauling up, laying up, shoring, storing, slipping, launching and floating on and off grids and carrying out incidental maintenance work.

Data Protection Act 1998

We will indemnify You and at Your request any of Your directors, Employees, Club officers, Committee members or Club members against all sums which You or any of Your directors , Employees, Club officers, Committee members or Club members become(s) legally liable to pay as Compensation together with Costs and Expenses under section 13 of the Data Protection Act 1998 caused in connection with Your Club Activities during the Period of Insurance provided that You are:

1. a registered user in accordance with the terms of the Act.
2. not in business as a computer bureau.

The total amount payable including all Costs and Expenses under this extension in the aggregate any one Period of Insurance is limited to £250,000.

The indemnity provided by this extension shall not apply to:

1. legal liability caused by any deliberate act or omission by You, the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission.
2. legal liability caused by any act of fraud or dishonesty.
3. the costs and expenses of rectifying, rewriting or erasing data.
4. legal liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person.
5. the payment of fines or penalties.
6. claims which arise out of circumstances notified to previous insurers or known to You at inception of this Policy.
7. legal liability where indemnity can be provided by any other insurance.

Defective Premises Act

We will indemnify You in respect of Your legal liability arising out of Injury or loss of or Damage to Club Property incurred by virtue of Section 3 of the Defective Premises Act 1972 or of Section 5 of the Defective Premises (Northern Ireland) Order 1975 provided that such liability is not otherwise insured.

We will not be liable in respect of:

1. damage to that part of such Club Premises on which You or anyone on Your behalf has worked if such damage directly results from such work.
2. the cost of remedying any defect or alleged defect in Your Club Premises disposed of by You.

Employees and Visitors Personal Belongings

Notwithstanding Exception 22 of this section, We will indemnify You in respect of Your legal liability for accidental damage to the vehicles and personal belongings of Your directors, Employees, Club officers, Committee members or Club members and visitors which are in Your care, custody or control.

We will not provide indemnity where the vehicles and personal belongings are:

1. loaned, leased, hired or rented to You.
2. stored by You for a fee or other consideration.
3. in Your care, custody or control for the purposes of being worked upon.

Foul Berthing

1. We will indemnify You in respect of Damage to watercraft caused by defective or foul berths, wharfs, moorings, buoys, channels, harbours, quays, jetties or piers.
2. We will not be liable for:
   a) the removal of obstructions or the cargos of watercraft.
   b) Pollution or Contamination other than of the cargo of any watercraft which suffers accidental Damage for which indemnity is provided by this extension.

The Limit of Indemnity during any one Period of Insurance under this extension for Compensation including all Legal Costs and Solicitors Fees will be £100,000 unless otherwise stated in Your Schedule.

Member to member liability

We will indemnify You and each Club Officer, Committee member and Club member for the time being of Your Club in respect of Your legal liability as though a separate policy had been issued to each of them, provided that Our liability will not exceed the Limit of Indemnity stated in Your Schedule.

Obstructing Vehicles
Notwithstanding Exception 19 of this section, if a vehicle is causing an obstruction and interfering with the performance of Your Club Activities, We will indemnify You in respect of Your legal liability for accidental Injury or accidental loss of or Damage to Property arising from the movement of such vehicle by You or any Employee with Your consent, provided that if such obstructing vehicle is being moved on a road within the meaning of the Road Traffic Acts, such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from Your Club Premises.

This Indemnity will not apply in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic.

Overseas Personal Liability
We will indemnify You, and at Your request, any of Your directors, Employees, Club officers, Committee members or Club members, against Your legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but excluding North America, in connection with Your Club Activities.

The indemnity will not apply to legal liability:
1. arising out of the ownership or occupation of land or buildings.
2. in respect of which any person referred to above is entitled to indemnity under any other insurance.
3. arising out of contractual liability.
4. in respect of Bodily Injury to any person entitled to indemnity under this extension.
5. arising out of the carrying on of any business, profession, trade or employment.
6. arising out of the ownership, possession or use of animals other than horses or domestic cats or dogs.

Race Officers Indemnity
We will indemnify You in respect of Your legal liability resulting from the negligent placing of starting guns, marker buoys or incorrect signals or from any negligent act by any Race Officer, Flag Officer or official representing Your Club.

Tuition
1. In respect of Exception 2 of this section, the words “instruction”, “certification” or “testing” are deleted.
2. We will indemnify You in respect of Your legal liability resulting from (arising out of) tuition, instruction or training provided by You, or on Your behalf, by a Royal Yachting Association approved and qualified instructor or other such experienced person operating under Royal Yachting Association current guidelines.
3. We will not indemnify You in respect of any liability for Injury or Damage which is insured by any other marine policy or policies in force at the time of loss.

Optional Extensions

The following optional extensions to this section will apply if stated as operative in Your Schedule.

Contractors Plant Hire Extension (CPA)
For Contractors Plant Association Conditions, Jersey Crane Hire Conditions, Guernsey Hire Conditions – Plant Hired In:
1. Subject to this Cover being stated as operative in Your Schedule, We will indemnify You against all sums which You are legally liable to pay under the Contractors Plant Association Model Conditions of Hire, Jersey Crane Hire Conditions or Guernsey Crane Hire Conditions (or equivalent):
   a) for Damage to plant hired in by You; and
   b) for continuing hire charges whilst plant is being repaired or replaced as a direct result of Damage.

   The Limit of Our Liability under this extension for Compensation including all Legal Costs and Solicitors Fees will be a maximum of £250,000 during any one Period of Insurance unless otherwise stated in Your Schedule**.**

We will not be liable for:
1. the Excess.
2. Damage caused by:
   a) the gradual wear away, erosion, corrosion, slowly developing deformation or distortion or other gradual deterioration.
   b) the chipping of painted surfaces or scratching of any surface.

c) the use of crane(s) unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it.

3. Damage to:
   a) Bands, belts, trailing cables, flexible hoses or non-metallic linings of any Item of plant unless such Damage is attributable to other parts of the same Item of plant.
   b) tyres by cuts, bursts, punctures or the application of brakes.
   c) plant intended to be waterborne or airborne.

Libel and Slander

Exclusion 17 of this section is hereby deleted and replaced by:

1. This section is extended to include Your liability arising from or caused by the publication or utterance, by You or on Your behalf, of a libel or slander, provided that a claim is first made against You during the Period of Insurance unless otherwise stated in Your Schedule.
2. This extension shall not apply in respect of:
   a) claims which arise out of circumstances notified to previous Insurers or known to You at inception of this extension.
   b) publications or utterances made at the discretion of any party entitled to Indemnity by this section with the knowledge of the libellous or slanderous effect thereof.
   c) claims brought outside the Geographical Limits.
   d) withdrawing, recalling or replacing any publication.
   e) liability imposed on You solely by reason of the terms of any contract conditions or agreement.
   f) actions brought in a court of law outside the Geographical Limits.
   g) the first 10% of each and every claim.
3. All claims arising out of one cause whether or not all such claims are made against You in the same Period of Insurance will be treated as one claim.

The Limit Of Our Liability under this extension for Compensation including all Legal Costs and Solicitors Fees will be a maximum of £100,000 during any one Period of Insurance unless otherwise stated in Your Schedule.

Exceptions

The following exceptions apply to this section only and should be read in conjunction with the General Exceptions in Your Policy.

We will not indemnify You for:

1. **Vessels:**
   a) **Ownership/Management** – liability arising out of Your ownership or the hiring in and/or the hiring out or management of any Vessel by You or on Your behalf in connection with Your Club Activities.
   b) **Towing** – liability arising out of You towing:
      i) any vessel outside a radius of five (5) miles from Your Club Premises or the place of launch or mooring location. This limit does not apply to non-tidal inland waters and upstream of the Thames Flood Barrier.
      ii) any person or any tangible property other than another vessel or Marine Installation.
      iii) where a fee is received.
   c) Vessels more specifically insured.
2. **Advice** - liability arising out of any surveys, condition reports, valuations, advice, instruction, consultancy, treatment, design, formula, specification, inspection, certification or testing, performed and/or provided by You or on Your behalf for a fee or in circumstances where a separate fee would normally be charged.
3. **Consequential Losses** – liability arising out of consequences other than Your faulty workmanship.
4. **Contracts** - liability arising out of the non-performance, non-completion or delay in completion of any contract or agreement.
5. **Contractual Liability** - liability arising out of Contractual Liabilities other than any liabilities attaching by means of the British Marine Federation current Terms of Business.
6. **Damages** - in respect of punitive, exemplary, aggravated, restitutionary or liquidated damages or any additional damages resulting from the multiplication of compensatory damages.
7. **Defective Premises** - in respect of the costs of remedying any defect or alleged defect in land or Club Premises sold or disposed of by You or for any reduction in value thereof.
8. **Diving** - liability arising out of any diving activities below a depth of three (3) metres.
9. **Employees** - liability arising out of Injury to any of Your Employees.
10. **Excess** - in respect of the Excess stated in Your Schedule.
11. **Fines/Penalties** - in respect of any fine or penalties.
12. **Heat Work Away from Your Premises** – liability arising out of the carrying out of Heat Work Away from Your Premises.

13. **Height work** - liability arising out of the carrying out of work more than twenty (20) metres above the deck of any Vessel or floor level in respect of Building maintenance work, unless We have specifically agreed in writing to a greater height.
14. **Libel or slander -** liability arising from or caused by the publication or utterance, by You or on Your behalf, of a libel or slander.
15. **Mechanical plant** - liability arising out of the ownership, possession or use by You or on Your behalf, of any Vehicle, trailer or mobile plant which is licenced for road use for which compulsory motor insurance or security is required or which is more specifically insure other than:
    a) mechanical plant working as a tool of trade on any site where You are working or at Your Premises.
    b) liability arising during the act of loading or unloading any such motor Vehicle, trailer or mobile plant where indemnity is not granted by any other insurance.
    c) where described above under the Motor Contingent Liability extension.
16. **Plans/Copyrights** - liability arising out of infringement of plans, copyright, patent, trade names, trademarks or registered design.
17. **Products Supplied** - liability arising out of Products Supplied after they have ceased to be in Your custody or control other than:
    a) food or drink sold or supplied for consumption by Your directors, Employees, Club officers, Committee members, Club members or visitors.
    b) the disposal of furniture and office equipment originally intended solely for use by You in connection with Your Club Activities and which is no longer required for that purpose.
18. **Property** - liability arising out of the loss of or Damage to property belonging to You, held in trust by You or in Your care, custody or control or which is leased, let, rented, hired or lent to You.
    This exclusion shall not apply in respect of vessels, trailers or property which are in Your care, custody or control and for which you are legally liable for.
19. **Salvage** - liability arising out of any salvage operation under a pre-arranged contract.
20. **Trespass/Nuisance** - liability arising out of Injury, Damage, trespass, nuisance or interference with any right of way, light, air or water or other easement, deliberately caused by You or on Your instructions whilst engaged in supervisory duties, unless caused by the deliberate and/or reckless conduct of Your directors , Employees, Club officers or Committee members with knowledge that Damage or financial loss would result.

Products Liability

Definitions

The following definition applies to this section only and shall keep the same meaning wherever they appear in this section. They should also be read in conjunction with the General Definitions in Your Policy.

Pollution
The actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time to any cost expense claim or suit arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time that You or any other insured party test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of pollutants.

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of:
1. Injury to any person;
2. loss of or Damage to tangible property;

and occurring during the Period of Insurance within the Territorial Limits caused by any Product Supplied.

Costs and Expenses
Costs and Expenses payable under this section will be paid in addition to the Limit of Our Liability except that in respect of any claim brought or made in North America, the Limit of Our Liability shall be the maximum amount payable including Costs and Expenses.

Limit of Our Liability
Our liability for Compensation payable in respect of any claim or series of claims against You as a result of or arising out of one Event and in the aggregate in any one Period of Insurance shall not exceed the Limit of Indemnity stated in Your Schedule.

Costs and Expenses payable under this section will be paid in addition to the Limit of Our Liability except that in respect of any claim brought in North America, the Limit of Our Liability shall be the maximum amount payable including Costs and Expenses.

Extensions

The following Extension shall apply to this section.

Consumer Protection Act and Food Safety Act costs
We will indemnify You and at Your request any director, Employee, Club officer, Committee member or Club member in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of The Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 or Part II of the Food Safety (Northern Ireland) Order 1991, provided that the proceedings relate to an offence alleged to have been committed in the course of Your Club Activities and during the Period of Insurance.

We will not indemnify You in respect of:
1. fines or penalties.
2. costs and expenses insured by any other policy.
3. proceedings consequent upon any deliberate management decision, act or omission of management. The maximum amount We will pay shall not exceed the Limit of Our Liability.

Optional Extensions

The following Extension shall apply to this section if shown as operative in Your Schedule.

Exports to North America

Exception 1(f) of this section is deleted and replaced by the following:

1. We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of Products Supplied to North America.
2. The maximum We will pay for Compensation, including Costs and Expenses is the Limit Of Our Liability stated in Your Schedule.
3. This extension shall not apply in respect of:
   a) liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement.
   b) fines, penalties, punitive, aggravated or exemplary damages.
   c) Injury to any person or loss or Damage to tangible property directly or indirectly caused by Pollution.

Exceptions

The following exceptions apply to this section and should be read in conjunction with the General Exceptions in Your Policy.

We will not indemnify You against legal liability in respect of:

1. **Products Supplied:**
   a) **aircraft** - any Product Supplied which to Your knowledge is for use in or on any aircraft, missile or for aviation or aerospace purposes.
   b) **care, custody or control** - any Product Supplied which is in Your care, custody or control.
   c) **Contractual Liability** - liability attached to You solely by virtue of the terms, implied or expressed, of any contract or agreement in connection with any Products Supplied.
   d) **failure to perform** - the cost of or associated with the failure of any Product Supplied by You to perform in accordance with any recommendation or representation made.
   e) **Jurisdiction** - liability arising out of or in connection with Products Supplied if an action for damages is brought against You in any court outside the Geographical Limits as stated in the General Definitions.
   f) **exports to North America** - liability arising out of Products Supplied knowingly to or used in North America.
   g) **Offshore** - Products Supplied to any offshore, accommodation, exploration, drilling or production rig or platform or support Vessel with the exception of wind farm support Vessels.
   h) **refunds/recalls/rectification** - loss of or damage to any Product Supplied or for the costs incurred of making refunds, recalls, removal, repair, reapplying, rectifying, alteration, replacement or reinstatement of such Product Supplied or any part thereof.
2. **advice for a fee** - any advice, treatment, design, formula or specification provided by You or on Your behalf for a fee or in circumstance where a fee would normally be charged.
3. **Damages/Fines/Penalties** - any liquidated damages, fines or penalties or punitive, exemplary, aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages.
4. **Employees** - Injury to any Employee.
5. **Financial Loss** - pure financial loss that is not consequent upon Injury to any person or loss of or Damage to tangible property.
6. **ownership** - the ownership, possession or use by You or on Your behalf of any craft designed to travel through air or space or hovercraft.
7. **Property** - loss of or Damage to tangible property belonging to You or held in trust by You or in Your care, custody or control or which is leased, let, rented, hired or lent to You.

Personal Accident

Definitions

The following definitions apply to this section only and shall keep the same meaning wherever they appear in this section. They should also be read in conjunction with the General Definitions in Your Policy.

Benefit
Money We will pay to You as ascertained in accordance with Your Policy and as stated in Your Schedule.

Bodily Injury
Death or physical disablement caused by an accident and including the direct result of abnormal Exposure to the elements, but not Illness, disease or any naturally occurring condition or degenerative process.

Excluded Period
That length of time stated in Your Schedule during which We will not pay Benefit.

Exposure
The direct result of abnormal and unavoidable Exposure to the elements.

Gross Earnings
The average amount of gross Money earned or paid to the Insured Person(s) over the last two (2) years immediately prior to the Insured Event, but does not include the value of any Benefit in respect of car, life insurance, health insurance, medical care insurance, pension contributions or other similar and like payments.

Insured Event
The events stated in this section of the Your Policy.

Insured Person
The individual(s) named in Your Schedule.

Maximum Benefit Period
That period as stated in Your Schedule during which we will pay Benefit to You.

Occupation
The business or profession of the Insured Person stated in Your Schedule.

State Sickness Benefit
'The Single Persons' State Invalidity Entitlement' calculated proportionally in respect of the period of any disablement.

Cover

We will Cover the Insured Person(s) should they, during the Period of Insurance:
1. sustain Bodily Injury;
2. disappear in circumstances where accidental death may reasonably be presumed;
3. sustain Exposure;

whilst participating in organized Club Activities only.

Limitations
This Section does not Cover the Insured Person for Bodily Injury unless:
1. it necessitates treatment by a registered medical practitioner except in the case of death; or
2. the Bodily Injury for which claim is made operates solely directly and independently of any other cause.
3. it completely and continuously prevents the Insured Person from engaging in his or her Occupation.
4. he or she is over sixteen (16) and under sixty five (65) years of age at the commencement of any Period Of Insurance.
5. he or she is engaged in the Club Activities stated in Your Schedule.

Exceptions

We do not Cover any claim as a result of the Insured Person:

1. participating in activities other than Club Activities as stated in Your Schedule
2. flying except as a fare-paying passenger in a fully licensed passenger aircraft.
3. parascending or participating in similar aerial activities.
4. aqualung diving, scuba diving, white water canoeing, power boat racing.
5. being or becoming insane.
6. being under the influence of alcohol or drugs.
7. committing or attempting to commit suicide or any act of intentional self Injury.
8. provoking assault except in an attempt to prevent a criminal act.
9. being or having been pregnant, suffering a miscarriage or undergoing an abortion or childbirth.
10. suffering from any known pre-existing physical defect or infirmity.
11. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
    a) Terrorism; or
    b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

Basis of Claims Settlement Condition

We will pay in respect of Bodily Injury to the Insured Person(s) the amount of Benefit stated in Your Schedule.

Insured Event

1. **Death.**
2. **Loss of Limbs/Eyes/Hearing/Speech** - Total and permanent loss of sight in one eye or both eyes, hearing, speech, use of one or more limbs, hands or feet.
3. **Permanent Total Disablement -** Permanent total inability to attend to the Occupation.
4. **Temporary Total Disablement** - Temporary total inability to attend to the Occupation - per week and only payable for 104 weeks unless otherwise stated in Your Schedule.
5. **Temporary Partial Disablement** - Temporary partial inability to attend to the Occupation - per week and only payable for 104 weeks unless otherwise stated in Your Schedule.
6. **Loss of Index Finger/Thumb** - Loss by physical severance of two or more joints of a thumb or index finger - (each).
7. **Loss of any other Finger** - Loss by physical severance of two or more joints of any other finger - (each).
8. **Medical Costs** - The cost of medical, surgical, hospital or optical treatment or appliances given or prescribed by a qualified member of the medical profession and all nursing home and ambulance charges necessarily incurred as a direct result of an Insured Event in respect of which Benefit is paid under Insured Events 1-7 above is limited to £1,000.

Provided that:

1. Benefit will not be payable under either Insured Event 4 or 5 for the Excluded Period as stated in Your Schedule which will commence on the date of the Insured Event.
2. Other than under Insured Event 3 we will not pay Benefit unless death, loss or disablement occurs within twelve (12) months of the date of the Bodily Injury.
3. Benefit will only be payable under Insured Event 3 after payment under Insured Events 4 and/or 5 has continued for a total period of 104 weeks and/or when we are satisfied that permanent and total inability from engaging in or giving attention to the Occupation will continue for the remainder of the Insured Person's life. Once payment is made under Insured Event 3 no further payments will be made under Insured Events 4 or 5.
4. Benefit will not be payable under more than one of:
    a) Insured Events 2; or
    b) Insured Events 1 to 7 inclusive.
    in respect of the same Bodily Injury, except under Insured Event 3 and 4 or 4 and 5.
5. Insured Events 4 and 5 will not be payable concurrently nor for more than 104 weeks in total for any one Insured Event.
    Insured Events 4 and 5 will not be payable unless the Insured Person is in full time gainful employment at the time of the Insured Event, other than to the extent of reasonable out of pocket expenses necessarily incurred by the Insured Person during a period of temporary total disablement not exceeding £20 per week and £500 in all.
6. The total amount of Benefit payable under Insured Events 6 and 7 will not exceed the amount insured by Insured Event 2 in respect of any one Bodily Injury.

7. Where a claim is made for disappearance of the Insured Person, Benefit under Insured Event 1 will not be payable until at least one year from the date of disappearance. The Insured or his personal representatives will furnish such security as we may reasonably require guaranteeing the repayment to us of the amount of Benefit for Insured Event 1 should it subsequently transpire that accidental death did not occur.
8. We will stop paying Benefit for Insured Events 4 and 5 as soon as the Insured Person recommences the Occupation.

Periodical payments

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

Limit of Weekly Benefit

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

Club Boats

Definitions

The following definitions apply to this section only and shall keep the same meaning wherever they appear in this section. They should also be read in conjunction with the General Definitions in Your Policy.

Agreed Value
The Sum Insured shown in Your Schedule which represents the value of Your Club Boat as declared by You and agreed by both You and Us.

Fault
A failure in or of the design or manufacture of Your Vessel, or in or of the design, manufacture or installation of a component part of Your Vessel.

Laid Up
When Your Vessel is not fitted out, not ready for immediate use, not ready to be launched and not used as living accommodation.

Machinery
Main or auxiliary engines, electrical and electronic equipment, cables and fittings, hydraulic equipment, piping and fittings, boilers, propellers and shafts, gearboxes, exhausts and starter motors.

Cover

Loss of or Damage
We will indemnify You in respect of loss of or Damage, malicious or negligent acts of third parties or Fault to Your Club Boats and/or other Items stated in Your Schedule which You own, lease in, hire in, loan or borrow for which You are legally liable, being used in connection with Your Club Activities and occurring within the Geographical Limits or Cruising Area.

Transit
We will indemnify You in respect of Loss of or Damage to Club Boats whilst in Transit by land, sea or air within and/or between the Geographical Limits stated in Your Schedule.

Liability to Third Parties
We will indemnify You in respect of Your legal liability arising out of Your interest in the Club Property stated in Your Schedule.

Limit of Our Liability
The maximum We will pay under this section will not exceed:
1. the Sum Insured on each item; or
2. the total Sum Insured; or

any other maximum amount payable or limit of liability stated in Your Schedule

Extensions

The following extensions apply to this section only.

We will also pay the following:

Expenses
Expenses incurred for the purpose of averting or minimising loss of or Damage to the insured Club Property provided that in each case the expense:
1. is both reasonably incurred and reasonable in amount; and
2. results from an event (or the possibility of an event) for which there is or would be cover under Your Policy.

Wreck Removal
The costs of removal of any wreck of Your Club Boats from any place owned, leased or occupied by You or where You are legally liable.

Sighting the bottom
The reasonable cost of inspecting the bottom of Your Club Boat after grounding, even if no Damage is found.

Laid up afloat
If Your Schedule states that Your Club Boat is Laid Up afloat, You may use Your Club Boat for demonstration or trial within a five (5) mile radius of Your Club or place of lay-up, providing that, whilst Your Club Boat is under way, a competent person is on board at all times.

Member to member liability
We will indemnify You and each Club Officer, Committee member and Club member for the time being of Your Club in respect of Your legal liability arising out the use of Your Club Boats in connection with Your Club Activities as though a separate policy had been issued to each of them, provided that Our liability will not exceed the Limit of Indemnity stated in Your Schedule.

Exceptions to Loss of or Damage Cover

The following exceptions apply only to Loss of or Damage cover in this section of Your Policy and should be read in conjunction with the General Exceptions in Your Policy.

We do not cover Damage:
1. caused by:
   a) theft whilst Your Club Boat is left unattended at any time on a trailer unless a Wheel Clamp protects the trailer or it is situated in a locked structure.
   b) trick or deception practised against You.
   c) theft of any part of Your Club Boat unless at the time of the theft the part is either:
      i) securely fastened to Your Club Boat and in the case of an outboard motor locked on by an Outboard Engine Lock in addition to its normal method of attachment; or
      ii) stored inside a locked compartment on board Your Club Boat or in a locked structure ashore and there is evidence of forcible and violent entry or exit to or from the compartment or structure.
   d) wear, tear or depreciation.
   e) Faults in work carried out by You.
   f) insects, marine borers, barnacles, marine growth, rodents or moths.
   g) corrosion, rust, mould, mildew dampness or weathering.
   h) electrolysis, osmosis, electrolytic or galvanic action.
   i) civil, criminal or administrative proceedings, action by customs officers, or executive actions of a Government or Government department unless arising out of an event which is covered by Your Policy.
   j) detention of Your Club Boat when being used in connection with Your Club Activities Business.
2. to Your Club Boat's canopies and protective covers caused by wind.
3. to Your Club Boat's sails, masts, spars and rigging while Your Club Boat is racing, unless the Racing Risks Endorsement is stated in Your Schedule as operative. This exception does not apply to Dinghies.

4. to Your Club Boat's sails caused by splitting or being blown away whilst hoisted or unfurled in use unless caused by:
   a) the stranding or sinking of Your Club Boat or Your Club Boat being on fire; or
   b) impact between Your Club Boat and any external substance including ice (but not water); or
   c) Damage to the spars to which the sails are attached.
5. to Your Club Boat's Machinery, if it is over three (3) years of age or where Your Club Boat has an actual or maximum designed speed under engine power in excess of seventeen (17) knots, unless caused by:
   a) Your Club Boat being immersed; or
   b) fire, or the stranding or sinking of Your Club Boat; or
   c) impact between Your Club Boat and any substance, including ice (but not water); or
   d) freezing, provided that the Machinery has been maintained in accordance with the manufacturers' recommendations and has been protected by an appropriate anti-freeze mixture and inserted in accordance with the manufacturers' specification; or
   e) lightning; or
   f) theft or acts of malicious persons; or
   g) accidental incursion of water or flooding via the exhaust system.
6. to Your Club Boat whilst in preparation for transit or whilst in transit of any length caused by scratching, bruising or denting.
7. to Your trailer tyres caused by the application of brakes or by punctures, cuts or bruises, wear and tear.
8. to:
   a) Money;
   b) jewellery, furs, works of art, watches, precious metals, spectacles and contact lenses.
   c) mobile phones, photographic equipment.
   d) personal possessions, unless they are on board Your Club Boat or being used in connection with Your Club Boat or in transit between Your Club Premises and Your Club Boat.
   e) articles of a brittle nature unless caused by:
      i) the stranding or sinking of Your Club Boat or Your Club Boat being on fire; or
      ii) impact between Your Club Boat and any external substance, including ice (but not water); or
      iii) heavy weather; or
      iv) the action of thieves, robbers or burglars.
   f) diving equipment, fishing equipment and water skis, unless caused by Your Club Boat being on fire.
   g) personal possessions, as a result of electronic, electrical or mechanical Breakdown or derangement.
9. or Your liability if at the time the loss of or Damage occurred, Your Club Property stated in Your Schedule, or Your liability is or would, but for this insurance, be covered by any other insurance. If however the insured value of Your Club Property as covered by Your Policy or the Indemnity provided is greater than the insured value or Indemnity provided by such other insurance, We will, subject to the conditions and other terms of the Policy, pay the difference.
10. or liability or expense directly or indirectly caused by or contributed to, by or arising from seepage, pollution or contamination unless caused by an event, which is identified as occurring at an instantaneous moment in time during the period of this Policy, is accidental and not expected by You.
11. or liability or expense where any site or location is used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances.
12. or liability or expense for the cost of evaluating and or monitoring and or controlling seepage and or contaminating substances.
13. or liability or expense for the cost of removing and or nullifying and or clearing up seepage and or polluting and or contaminating substances on Your Club Premises at any time owned and or leased and or rented by You and or under the control of You.
14. or liability or expense as a consequence resulting directly or indirectly from or in connection with war, invasion, act of foreign enemy hostilities, or a war like operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection assuming the proportions of or amounting to an uprising, military or usurped power, civil disturbance, Terrorism, nationalisation, confiscation, requisition, seizure, damage or destruction by order of any Government or Public or Local Authority regardless of any other contributory cause or event.
15. a) to any item or part (including the whole or any part of the hull) which is Faulty; or
    b) caused by defective workmanship carried out, or materials provided, by an independent contractor employed to carry out maintenance, repairs or alterations to Your Club Boat at any time.

Exceptions to Liability to Third Parties Cover

The following exceptions apply only to Liability to Third Parties cover of this section of Your Policy and should be read in conjunction with the General Exceptions in Your Policy.

1. We do not cover the liability to or of the following persons:
   a) any person while engaged in any sport which involves being towed by Your Club Boat unless stated in Your Schedule.
   b) an Employee of or an operator of a marina, slipway, shipyard, yacht club, sales agency or similar organisation, or crane or travel hoist, unless they are Your Employee or unless You are the operator.
   c) any person diving from Your Club Boat from the time of leaving Your Club Boat until safely back on board.
2. We will not cover liability caused or contributed to by Your wilful misconduct.
3. We will not cover liability to third parties:
   a) caused or contributed to by Your trailer becoming unintentionally detached from the towing Vehicle.
   b) as a result of an accident occurring on a highway or other public place whilst Your trailer is attached to the towing Vehicle.
4. We will not pay for any costs of recalling goods manufactured by You.
5. We do not cover Your liability arising out of Injury to any of Your Employees.

Conditions

The following conditions apply to this section only and should be read in conjunction with the General Conditions in Your Policy.

If, in relation to any claim or loss, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that:

1. You will exercise reasonable care to make and keep Your Club Boat in a Seaworthy condition and to keep Your Club Boat in a safe place when not underway.
2. an Engine Cut Off Device, if fitted, is to be worn at all times whilst Your Club Boat is underway or whenever its engine is running.
3. personal floatation devices are made available to all persons on board Your Club Boat at all times.
4. Your Club Boat will remain within the Cruising Area stated in Your Schedule.
5. the maximum number of passengers on any one Club Boat at any one time is restricted to the number allowed under the operating licence issued by an accredited licensing authority or the safe load limit for Your Club Boat as specified by the manufacturers or twelve (12) passengers whichever is the lesser unless agreed otherwise by Us and stated in Your Schedule.
6. if Your Club Boat is eight (8) metres in length or over, that at all times when Your Club Boat is underway, the minimum number of competent crew members on board will be two (2), unless stated in Your Schedule, when the number will be the amount shown.
7. if You are asked by Us to provide a survey on Your Club Boat You will do so in the format requested and by the date required and You will instruct a qualified marine surveyor with a Professional Indemnity insurance policy in force to carry out the survey.
8. You must tell Us if the actual or maximum designed speed of any Club Boat when under engine power exceeds seventeen (17) knots.
9. no person under the age of fourteen (14) years is permitted on board Your Club Boat unless supervised by a suitably experienced adult.
10. if Your Schedule states that Your Club Boat is to be Laid Up for any period, Your Club Boat will be safely Laid Up for the whole of that period.
11. Your Club Boat will not tow another vessel or be towed by another vessel except in an emergency or where stated in Your Schedule.

Basis of claims settlement condition – Loss of or Damage Cover

1. All claims will be settled on the basis stated in Your Schedule but not exceeding the Sum Insured or the 'Any one item limit' stated in Your Schedule whichever is the lesser, less the Excess.
2. We will be entitled to deduct:
   a) up to one third (1/3) of the replacement cost of used sails, running rigging, protective covers, canopies, masts, spars and standing rigging, outboard motors and electronic equipment.
   b) up to fifty per cent (50%) from the cost of repairs or replacement to take account of any betterment or increase in value to Your Club Boats arising out of repairs or replacement.

Average
If at the time of Damage to personal possessions the actual value is greater than the Sum Insured, Our liability will be limited to the proportion which the Sum Insured bears to the actual value.

Remains/Salvage
If We agree to pay the value of Your Club Boats, We will be entitled to require You to sell the remains/salvage (if any) and account to Us for the proceeds of sale, or at Our absolute discretion to take over the remains/salvage.

Your other Club Boats
Should Your Club Boat come into collision with, or receive salvage services from another of Your Club Boats, You will have the same rights under this insurance as You would have had were the other Club Boat entirely the property of some other person. In such cases the liability for the collision or the amount payable for salvage services will be referred to a sole arbitrator to be agreed between Us.

Basis of claims settlement condition - Liability to Third Parties Cover

We will pay:
1. the amount which You are held liable to pay a third party up to the maximum amount stated in Your Schedule in respect of any one event; and
2. the costs incurred by You in defending any claim brought against the third party provided that such costs are incurred with Our prior written consent; and
3. the costs incurred by You attending any inquest inquiry or similar proceeding provided that such costs are incurred with Our prior written consent.

Terrorism

Definitions

The following definitions apply to this section only and shall keep the same meaning wherever they appear in this section. They should also be read in conjunction with the General Definitions in Your Policy.

Act of Terrorism
Act of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto.

Denial of Service Attack
Any actions or instruction, constructed or generated, with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems.

This includes but is not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between or amongst networks.

Excess
The amount or amounts stated in Your Schedule which We shall deduct from each and every claim to each separate location.

Hacking
Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether the property of You or not.

Head/Heads of Cover
Any of the following types of direct insurance cover:
1. Buildings and completed structures.
2. Any other Property Insured hereunder as stated in Your Schedule.
3. Business Interruption.
4. Outstanding Debit Balances.

Private Individual
Any person other than:
1. a company, association or partnership.
2. a trustee or body of trustees where insurance is arranged under the terms of a trust.
3. a person who owns Residential Property for the purpose of their Business as a sole trader.
4. a person who owns Residential Property of which in excess of more than twenty (20) percent of the property is commercially occupied.

   Note:
   a) where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats, each will be deemed to be a Private Individual in respect of that same property and
   b) where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the Insured includes the name of a bank or a building society or other financial institution, for the purpose of noting their interest in the property insured they will be deemed to be a Private Individual in respect of that property.

Residential Property
1. Private dwelling houses and flats and other dwellings.
2. Household goods and personal effects.

Treasury
The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority.

Virus or Similar Mechanism
Program code, programing instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

This includes but is not limited to Trojan horses, worms and logic bombs.

Cover

We will indemnify You in respect of all losses arising under any Head of Cover resulting from loss or destruction of or damage to Club Property Insured by Your Policy, caused by an Act of Terrorism occurring during the Period of Insurance at Your Club Premises but only in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, nor the Channel Islands or the Isle of Man.

Limit of Our Liability
The maximum We will pay under this section in any one Period of Insurance will not exceed the Limit of Our Liability or Sum Insured for each of the Heads of Cover stated in the relevant section of Your Schedule where the Head of Cover is otherwise insured.

Exceptions

The following exceptions apply to this section only and should be read in conjunction with the General Exceptions in Your Policy.

We will not indemnify You in respect of:

1. any losses arising under any Head of Cover directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from:
   a) damage to any computer or other equipment, component system or item which processes, stores, transmits; or
   b) receives data or any part thereof whether tangible or intangible (including but without limitation any information programs or software) and whether Your property or not where such Damage is caused by Virus or Similar Mechanism, Hacking or Denial of Service Attack.
   c) riot, civil commotion, war, invasion, act of foreign enemy hostilities, (whether war be declared or not) civil war, rebellion.
   d) revolution, insurrection or military or usurped power.
2. losses arising under any Head of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual.

Conditions

The following conditions apply to this section only and should be read in conjunction with the General Conditions in Your Policy.

1. The insurance provided by this section is subject to all the definitions, exceptions, conditions, clauses, endorsements and conditions precedent of the sections of Your Policy where the Head of Cover is otherwise insured together with the Policy General Definitions, General Exceptions and General Conditions except:
   a) any which provide for adjustments of premium.
   b) any aggregate limit on the amount borne by You as a result of the operation of an Excess.
   c) any provision for the automatic reinstatement of Sums Insured.
   d) any long term undertaking.

   and providing that if there is conflict between this section and the rest of Your Policy, this section shall prevail.

2. We will not indemnify You under this section unless and until:
   a) the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism as defined in this section; or
      in the event of the Treasury refusing to issue such a certificate
   b) a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism as defined by this section.
3. In any action or suit or proceedings where We allege that any loss is not covered by this section, the burden of proving that such loss is covered shall be upon You.

Conditions Precedent

It is a Condition Precedent to Our liability under this section that:

1. You must declare to Us all Club Property and/or Club Premises owned by You or for which You are responsible including all such Club Property and/or Club Premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance.
2. You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such Club Property and/or Club Premises.

Underwritten by Markel International Insurance Company Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 202570. Registered in England & Wales, no. 00966670. Registered office: 20 Fenchurch Street, London, EC3M 3AZ, United Kingdom

Administered by: KGM Underwriting Services Limited.

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