

DRAFT



Schedule

Multi Cover Commercial

Policy number: CHU-COM-00004272018
Agent reference: 22700915

Client number: 28228543

Insured: Member Clubs of the English Bridge Union

Agent name: Marsh Commercial

Postal address:

John Eccles House
Robert Robinson Avenue
Oxford
OX4 4GP

Address:

John Eccles House
Robert Robinson Avenue
Oxford
OX4 4GP

Issuing office:

Grove House
Newland Street
Witham
Essex, CM8 2UP

Business Description: Bridge Club/Organisation

Effective date: 01/04/2020
Expiry date: 31/03/2021

Date of issue: 04/02/2018
Quote valid until: 01/04/2020

Premium ex IPT: £ 191.51
IPT @ 12.0%: £ 22.98
Total premium: £ 214.49

Important information

You must make to **Us**, a fair presentation of the risk.

You must:

1. disclose to **Us** every material circumstance which **You** know or which **You** ought to know (being any material circumstance which should have been revealed by a reasonable search or
2. failing that, disclose to **Us** sufficient information to put us on notice that **We** need to make further enquiries for the purpose of revealing those material circumstances; and
3. make such disclosure in a manner which is reasonably clear and accessible to **Us**; and
4. ensure that, in such disclosure, every material representation as to:
 - a) a matter of fact is substantially correct; and

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b) a matter of expectation or belief is made in good faith.

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole and compliance with such term would tend to reduce the risk of:

1. loss of a particular kind, and/or
2. loss at a particular location, and/or
3. 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 this 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.

The policy wording applicable is: Multi Cover Commercial which is available to download at:
www.victorinsurance.co.uk/policy-wordings



Cover summary

The following selections of cover have been selected; please see individual sections of cover and Locations for full details.

Cover	Insured/not insured
Material damage	x
Business all risks	✓
Business interruption	✓
Money and assault	✓
Book debts	x
Employers' liability	✓
Public liability	✓
Products liability	✓
Computer breakdown	x
Deterioration of stock	x
Goods in transit	x
Fidelity guarantee	x
Legal expenses	x
Personal accident	x
Terrorism	x

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Cover

Premises occupation	
Primary building usage	Club

Section 2 - Business all risks

Property insured	Sum insured	Excess	Territorial limit
Machinery Plant and All Other Contents	£16,000	£25	Worldwide

CC024A - Full Theft Cover

Exclusion 4 e. is deleted.

CC026 - Computer Equipment Included Within Contents

It is noted that cover in respect of **Machinery, Plant & All Other Contents** includes computer equipment.

Section 3 - Business interruption

Increased Cost of Working Only Indemnity Period	£2,500 12
Method of adjustment	None
Excess	£50

Endorsements

CC049 - Increased Costs of Bridge Club Expenses

Increased costs of bridge club expenses is defined as follows:

Any additional expense **You** necessarily and reasonably incur in renting or leasing alternative premises following **Damage** to **Your** usual premises.

The Basis of Settlement for any claims made under this section is as follows:

We will pay the increased costs of bridge club expenses incurred during the **Indemnity Period**. The maximum **We** will pay is the sum insured stated in **The Schedule**.



Condition Property Cover under Section 3 - Business interruption is deleted.

Excess

We will not pay for the **Excess** stated in **The Schedule**. The **Excess** applies to each and every claim.



Section 4 - Money and assault

Part A - Money

Estimated own annual carryings	Unknown
Money in transit by You or Your Employees	£750
Money in any bank night safe	£750
Money at home of authorised person	£750
Money outside business hours, not in safe	£750
Money during Business hours	£750

Part B – Assault

Death and other capital benefits	£10,000	
Medical expenses	£10,000	
Permanent total disablement	£10,000	
Temporary total disablement	£100	
	Total weeks payable	104
Temporary Partial Disablement	£100	
	Total weeks payable	104



Section 6 - Employers liability

Limit of Indemnity £10,000,000

Section 7 – Public liability

The Excess applicable to claims in respect of Damage to third party property is £100

Limit of Indemnity £5,000,000

Endorsements

CC072 - Member to Member Liability

We will indemnify, as if they were **The Insured**, any member or official of the club, whilst taking part in insured club activities provided that

1. they are not entitled to indemnity under any other policy
2. they are subject to all of the terms of this section of the policy
3. the maximum amount **We** will pay will not exceed **The Limit of Indemnity** regardless of the number of parties claiming to be indemnified.

CC062 - Advertising Injury

We will provide indemnity for advertising injury in respect of any act committed during the **Period of Insurance**.

The maximum **We** will pay in respect of all claims made against **You** in any one **Period of Insurance** is £250,000.

We will not provide indemnity in respect of

1. Advertising Injury caused by or at the direction of **The Insured** or any director or partner of **The Insured** with the knowledge that the act would violate the rights of another and would inflict Advertising Injury.
2. Advertising Injury arising out of oral or written publication of material if done by or at the direction of **The Insured** or any director or partner of **The Insured** with knowledge of its falsity.
3. Advertising Injury arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
4. Advertising Injury arising out of a criminal act committed by or at the direction of **The Insured** or any director or partner of **The Insured**.
5. Advertising Injury arising due to a contract or agreement except to the extent that such liability would have attached in the absence of such contract or agreement.
6. Advertising Injury arising out of a breach of contract except an implied contract to use another's advertising idea in **The Insured's** Advertisement.
7. Advertising Injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in **The Insured's** Advertisement.

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8. Advertising Injury arising out of the wrong description of the price of goods, products or services stated in **The Insured's** Advertisement.
9. Advertising Injury committed by **The Insured** whose business is:
 - a) advertising, broadcasting, publishing or telecasting; or
 - b) designing or determining the content of web-sites for others; or
 - c) providing an internet search access content or service providerFor the purposes of this exclusion the placing of frames, borders or links or advertising for **The Insured** or others anywhere on the Internet is not by itself considered the business of advertising broadcasting, publishing or telecasting.
10. Advertising Injury arising out of electronic bulletin boards or chat rooms that **The Insured** hosts, owns or exercises control over.
11. Advertising Injury arising from the unauthorised use of another's name or product in an email, address domain name or metatag or any other similar methods to mislead another's potential customers.
12. Advertising Injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights
However this Exclusion does not apply to infringement in The Policyholder's Advertisement of Copyright trade, dress or slogan

For the purposes of this extension

Advertising Injury shall mean

1. oral or written publication of material in any manner that slanders or libels a person's or organisation's goods, products or services
2. oral or written publication of material in any manner that violates a person's right of privacy

Advertisement shall mean a notice about **The Insured** for the purpose of attracting members or supporters that is broadcast or published to the general public or specific market segments or material that is placed on the internet or other electronic means of communication.

Provided that only that part of a website is about **The Insured's** products for the purpose of attracting customers or supporters is an Advertisement.

CC071 - Hired or Rented Premises

Exclusion 1 of the Hired or Rented Premises extension under Section 7 - Public liability is restated as follows:

The first £100 of Compensation, Costs and Expenses in respect of such **Damage** other than by fire or explosion.

Section 8 - Products liability

The Excess applicable to this section is £100 each and every loss unless otherwise stated below.

Limit of Indemnity £5,000,000

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The underwriters

This insurance is underwritten by certain underwriters at Lloyd's and other insurance companies as noted below, referred to collectively as the 'Underwriters' who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The subscribing Underwriters' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Section	Underwriter
All other sections	Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Ltd through its service company Amlin UK Limited. Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of MS Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.
Section 13	<p>DAS Head and Registered Office: DAS Legal Expenses Insurance Company Limited DAS House Quay Side Temple Back Bristol BS1 6NH Registered in England and Wales Company Number 103274 Website: www.das.co.uk DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.</p> <p>DAS Law Limited Head and Registered Office: DAS Law Limited North Quay Temple Back Bristol BS1 6FL Registered in England and Wales Company Number 5417859 Website: www.daslaw.co.uk DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).</p>

Complaints

Victor Insurance's aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times Victor Insurance is committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** policy or the handling of a claim **You** should, in the first instance, contact Victor Insurance or **Your** insurance adviser. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

In respect of all sections excluding section 13 Legal Expenses please contact:

Post: Chief Underwriting Officer, Victor Insurance, 1 Tower Place West, Tower Place, London, EC3R 5BU.

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In respect of section 13 Legal Expenses please contact DAS Legal Expenses Insurance Company Limited:

Call: 0344 893 9013 or 0117 934 0066

Email: customerrelations@das.co.uk

Post: Head Office, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

All sections other than section 13 Legal Expenses:

If **Your** complaint cannot be resolved within two weeks, or if **You** have not received a response within two weeks **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response.

Lloyd's contact details are:

Post: Complaints, Lloyd's, One Lime Street, London EC3M 7HA

Telephone: 44 (0) 20 7327 5693 Fax: 44 (0) 20 7327 5225

Email: complaints@Lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **Your** complaint relates to section 13, or if **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or if **You** have not received a written final response within eight weeks from the date Bluefin Insurance Services Limited received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

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

Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): 44 (0) 20 7964 0500 Fax: 44 (0)20 7964 1001

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

Website: www.financial-ombudsman.org.uk

Please note:

You must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of the final response.

The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees or from trustees of a trust with net asset value of less than £1m.

Financial Services Compensation Scheme

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Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Making a claim

To make a claim under any section of cover other than Section 13 Legal Expenses please contact us:

Email: newclaims.victor@davies-group.com

Call: 0344 856 2089

If your claim is relating to Section 13 – Legal Expenses please contact DAS Legal Expenses Insurance Company Ltd:

Call: 0117 934 2183