

Allotment Insurance Summary of Cover



This document provides a summary of the cover provided. Full details can be found in the policy document. You should refer to your own Policy Document, your Schedule of Insurance (which indicates operative sections) and any endorsements that apply to your own policy for full details of your cover.

Insurance Undertaking

Your policy is underwritten by Ageas Insurance Limited whose registered address is: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA (company Registration No. 354568). Ageas Insurance Limited is authorised and regulated by the Financial Conduct Authority ("FCA") and is a Member of the Association of British Insurers ("ABI").

Shield Total Insurance is a trading name of Vantage Insurance Services Limited ("VISL"). VISL is authorised and regulated by the Financial Conduct Authority ("FCA") and acts on behalf of Insurers who have authorised VISL to issue and administer your policy. VISL's registered office address is 41 Eastcheap, London, EC3M 1DT. VISL (Registered No. 3441136).

Type of Insurance and Cover

This is a policy to cover legal liabilities for causing loss damage or injury to a third party or an employee, physical loss or damage to your property, abandoned events and loss of money as detailed below:

Significant Features and Benefits	Significant Exclusions or Limitations
Section 1 – Liabilities of the Club, its Members and its Landlords	
<p>Sums which you become legally liable to pay as damages and claimants costs and expenses arising out of accidental injury to any person or animal or loss of or damage to Property.</p> <p>Legal costs and expenses incurred in defence of any claims or for representation at any coroners inquest or inquiry in respect of any death which may be the subject of this indemnity.</p>	<p>Insurers will not pay for:-</p> <ul style="list-style-type: none"> • the excess • any costs or expenses incurred in defending you which we have not agreed beforehand • any claims arising out of advice design or specification given by you or on your behalf. • pollution or contamination liability or liability arising from any action brought under the jurisdiction of the United States of America or Canada. • any claim arising from the employment or involvement of any dog that is prohibited under the Dangerous Dogs Act 1991 • any compensation, costs and expenses <ul style="list-style-type: none"> a. if you are legally responsible only because of a contract you have entered into b. if the person injured is employed by you. c. if you are responsible for the property lost or damaged or it belongs to any person who lives with you or is employed by you d. relating from a deliberate act e. that arise directly or indirectly from using any power operated lift, hoist, crane, ship, vessel, craft, horse-drawn vehicle or any motor vehicle for which third party liability cover is required under any road traffic law. f. arising from the use of powered machinery unless operated by a responsible adult g. arising from any goods or products you make, alter, repair, service or deliver. h. arising from bonfires you light or poisons or pesticides you use
Section 2 – Court Awards	
<p>Insurers will pay you up to £250,000 in respect of sums you have been awarded by a court in the United Kingdom and which remain unpaid 3 months after the award is made</p>	<p>Excluding any payment for an award that is subject to an appeal, or any award that would have been excluded under section 1 if the award had been made against you rather than in your favour.</p> <p>Payments are made on condition that you allow Insurers to enforce any right they would be entitled to upon making payment</p>
Exclusions applying to sections 1 and 2	
	<p>Excluding losses arising from pollution or contamination or the employment or use of a dog prohibited under the Dangerous Dogs Act.</p>
Section 3 – Employers' Liability	
<p>Sums which you become legally liable to pay resulting from injury sustained by any employee arising in the course of employment</p> <p>Legal costs and expenses in defence of any claims or for representation at any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section</p>	<p>Insurers will not pay compensation to any employee for Injury sustained when the employee is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where any road traffic legislation requires compulsory insurance or security covering that risk</p> <p>Insurers will not pay any claim arising out of any work undertaken and/or any visit made offshore</p>
Section 4 – Trusted Person's Indemnity	
<p>Insurers will indemnify Trusted Persons against all sums they become obliged to pay as damages and claimants costs and expenses arising out of a Wrongful Act</p>	<p>Insurers will not pay for: The Excess for each claim</p> <p>Any claim against a Trusted Person unless they were acting on a not-for-profit basis and were not performing work on a professional basis or acting as a liquidator, auditor or receiver.</p> <p>Any claim unless the Wrongful Act took place after the Retroactive Date and is notified to us during the period of insurance or within 30 days thereafter as soon as you or the Trusted Person becomes aware of it.</p> <p>Any act that was dishonest, reckless or intended to provide a personal gain or a gain for others</p> <p>Any act related to a pension or employee benefit scheme</p> <p>Any awards, costs or expenses relating to mental or emotional distress, sickness or injury.</p> <p>Any claim committed after you merge or brought by you or the Trusted Person, any claim for breach or failure to provide professional duties or service, any claim relating to your bankruptcy or to fines or damages or the multiplied portion of damages or any claim brought outside the territorial limits</p>

Significant Features and Benefits	Significant Exclusions or Limitations
Exclusions applying to Sections 1, 2, 3 and 4	
	Insurers will not pay claims as a result of:- <ul style="list-style-type: none"> • pollution or contamination • any action brought under the jurisdiction of the United States of America or Canada • work on or in the following places: offshore, airtide or underwater locations, chemical or petro chemical works oil or gas refineries or storage facilities, power stations, nuclear power stations, any installations where nuclear processing is undertaken, chimney shafts, blast furnaces, viaducts, tunnels, quarries, mines or collieries, railway tracks or yards
Section 5 – Cups and Trophies	
Loss or damage to cups and trophies owned by you in connection with the club, society or business	Insurers will not pay: <ul style="list-style-type: none"> • the excess • more than £350 for each cup or trophy that is not insured as a separate item. • any amount if the cup or trophy is in the open and not being carried by a person or if a cup or trophy is stolen from an unlocked vehicle or a locked vehicle if it is not in the boot or out of sight in a luggage compartment. • more than the cups or trophies were worth at the time of the Incident or more than the amount for which you have insured each cup or trophy or any amount if the cups and trophies are damaged or totally destroyed while being cleaned, dyed, repaired or restored. • any amount if the trophies are damaged or totally destroyed because you have not followed the manufacturer's instructions
Section 6 – Buildings and Equipment	
Loss or damage to property and equipment owned, hired or used in connection with the business	Insurers will not pay: <ul style="list-style-type: none"> • the excess • more than the property was worth or any amount in respect of loss or damage to: <ol style="list-style-type: none"> a. buildings, fixtures and fittings you do not own or are not responsible for b. money, cups or trophies c. property left in the open d. tents damaged by the weather. e. equipment where such loss or damage arises because you have not followed the manufacturer's instructions f. equipment unless it is at the allotment or at an event or in transit between the two. g. any claim for storm damage to buildings or equipment stored inside unless the building is made of brick or stone or concrete or metal with a roof constructed of slates or tiles or concrete or metal unless this has been specifically agreed
Exclusions applying to sections 5 and 6	
	Insurers will not pay any claim for the theft from Buildings unless they are securely locked with all doors fitted with five lever mortice deadlocks meeting BS3621 and all accessible opening windows are secured with key operated window locks
Section 7 – Abandoned Events	
Costs you are unable to recover following the cancellation of an event or part of an event due to circumstances beyond your control	Insurers will not pay: <ul style="list-style-type: none"> • the excess • Any amount if the event is cancelled or stopped because of the weather, or if not enough people attend or take part, or through a lack of money or financial support, or if somebody booked to attend cancels, does not arrive or leaves early, or caused by foot and mouth or any other livestock contamination.
Section 8 – Loss of Money	
Money that is lost, stolen damaged or destroyed: <ul style="list-style-type: none"> • at an event. • while being taken to or from a bank by you or by an employee. • while in a locked safe in a building or a bank night safe. 	Insurers will not pay: <ul style="list-style-type: none"> • the excess • any amount because of mistakes in counting or bookkeeping. • any other financial loss as a result of Money being lost, stolen, damaged or destroyed. • any amount because Money has been stolen by an employee if it is not discovered within 7 days. • if money is lost, stolen, damaged or destroyed when it is in an unattended vehicle. • any amount if money is lost or stolen from a coin operated machine. • any loss resulting from the use of forged money. • any amount if money has depreciated in value
General Exclusions Applicable to the Whole of this Insurance	
	Insurers will not pay claims as a result of:- <ul style="list-style-type: none"> • nuclear risks - (not applicable to Section 3) • war - (not applicable to Section 3) • terrorism, pressure waves, change in water table Level, losses arising from any date change, electrical or mechanical breakdown, asbestos, vermin, insects, rot, or any gradually operating cause, riots in Northern Ireland, illegal activities or deliberate acts by you, loss of value following a claim payment, deception or use of forged money or invalid cheques or other financial instruments, loss damage or destruction to vehicles licensed for road use (including accessories thereon), injury, loss of or damage or destruction to livestock, growing crops or trees, the cost of fines, where property is damaged when it is being cleaned, dyed, repaired or restored, compensation, costs and expenses that are covered by another insurance policy. • pollution or contamination unless arising in consequence of loss damage or destruction caused by or resulting in an incident insured by Sections five or six. •

Duration of Contract

Your cover is valid for the period shown on your Schedule of Insurance.

Your Right to Cancel

You may cancel this insurance without giving reason, by sending us written notice within the first 14 days of the policy, or (if later) within 14 days of you receiving the insurance documents. This is known as the "cooling off period". We will return any premium paid less a pro rata charge (plus IPT) for the number of days for which cover has been given.

Should you cancel this insurance after the cooling off period you may be entitled to a refund of premium provided you have not made a claim during your current year of insurance. Your refund will be calculated by making a deduction for time on risk for which you have been covered and a cancellation charge of up to £25 will be applied. If you have made a claim any premium return will be discretionary. You must notify us in writing of cancellation.

We may also cancel this policy immediately if you do not pay a premium.

How to Claim

If a claim or possible claim occurs you must report this as soon as possible using the contact details contained in the Policy documentation we provide to customers.

Complaints Process

We do recognise that on occasion things can go wrong and, if **You** are unhappy with **Our** service, please let **Us** know using the contact details shown below. On receiving **Your** complaint **We** will send a full response within 5 working days or tell **You** within that time when **You** can expect a response.

If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction **You** may be entitled to refer **Your** matter to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile. Please be aware that the Ombudsman will only consider **Your** complaint if **You** have already given **Us** the opportunity to resolve it.

Financial Services Compensation Scheme

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