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## **7 ¼ “ Gauge Society Ltd - Clubs and Societies Insurance**

Thank you for your enquiry.

Herewith are details of 7 ¼ “ Gauge Society - Clubs and Societies Insurance

You will note that the public liability section provides cover for the club/society plus all UK based members, including whilst they are ‘on their own’, anywhere in the UK and Europe (members who are not permanently resident in the UK, cover is restricted to UK only) and that several other covers are available including Boiler Testers Professional Indemnity Insurance and Directors & Officers Insurance.

The premium rates shown are valid until 31 December 2012.

May we draw your attention specifically to the Demands and Needs Statement on page 11 and our Terms of Business for this specific insurance on pages 11 and 12.

Could we also draw your attention to your duty to disclose any information that may affect your insurance. Failure to do so may render the insurance policy void at the option of the insurers.

Cover can be confirmed on receipt of your satisfactorily completed proposal form. Your policy will be issued promptly.

If you have any queries please do not hesitate to contact us by email or by telephone on 0114 250 2770.



# 7 1/4" GAUGE SOCIETY LTD

## Club/Society Insurance Scheme

*Arranged by Walker Midgley Insurance Brokers & Underwritten by Royal & Sun Alliance Insurance plc*

The 7.1/4" Gauge Society Club & Society Insurance Scheme has a range of sections which provides the majority, if not all, of the insurance covers a club or society will need.

The policy is underwritten by Royal & Sun Alliance Insurance plc. Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies in the part of the United Kingdom in which the Insured is based, or, if the Insured is based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

The language used in the policy and any communication relating to it will be English. This summary of cover does not contain the full policy wordings, a copy of the Master Policy is available on request from Walker Midgley Insurance Brokers to whom all queries and correspondence should also be addressed.

The 7.1/4" Gauge Society Club & Society Insurance Policy is an annual policy. Sections may be taken as required. The inception date of the cover may be at any time during the year and may be chosen to suit individual requirements and existing renewal dates may be changed. At least 21 days before policy renewal we will automatically send renewal documents telling you the premium and terms and requirements that will apply for the following year. Amendments to the policy, such as changes to sums insured and adding or deleting sections may be made at any time during the year with an appropriate premium adjustment being charged. Premium payment may be made by cheque, debit/credit card or BACS. For premiums over £100 we also have a monthly direct debit premium payment facility which is operated by Premium Credit Ltd (7.75% service charge, minimum £10.00, 22.4% APR variable, with payment over 10 months - full details will be sent on request). All premiums/premium rates shown include Insurance Premium Tax (IPT) at the current rate of 6%.

The parameters of cover on a commercial insurance policy such as this policy are determined to a large extent by the description of the business and activities as noted on the policy. The description on the scheme policy is: - "modelling/model engineering association, modelling/model engineering clubs/societies, modelling/model engineering and modelling/model engineering activities of all and every kind"

The policy sections available are: -

- |                                      |  |
|--------------------------------------|--|
| 1. <b>Property Damage</b>            | 4c. <b>Personal Liability for Club/Society Officials</b> |
| 2. <b>Business Interruption</b>      | 5. <b>Personal Accident</b>                              |
| 3. <b>Road Trailers</b>              | 6. <b>Money</b>  |
| 4a. <b>Public/Products Liability</b> | 7. <b>Directors &amp; Officers Liability</b>             |
| 4b. <b>Employers Liability</b>       | 8. <b>Boiler Testers Professional Indemnity</b>          |



### SECTION 1 - PROPERTY DAMAGE

**What is Insured:** Property owned by the club/society and/or for which they are responsible anywhere in the United Kingdom or Europe. The perils covered are: -

- |   |   |
|---|---|
| a) <b>Fire, Explosion, Lightning &amp; Aircraft</b>                     | f) <b>Sprinkler Leakage</b>                                     |
| b) <b>Earthquake</b>  | g) <b>Theft</b>   |
| c) <b>Riot/Civil Commotion/Malicious Damage</b>                         | h) <b>Subsidence ground heave or landslip</b>                   |
| d) <b>Storm, Flood, Escape of water from any tank apparatus or pipe</b> | i) <b>Any other accident (which includes accidental damage)</b> |
| e) <b>Impact by any Road and/or Rail vehicle</b>                        |   |

Necessary replacement of locks/keys following a claim under this section is included up to a limit of £500.

**Special Note:** In respect of erected tents and marquees and of Portaloos the perils covered are restricted to Fire Explosion Lightning and Aircraft

#### **Exclusions: -**

The first £100 of each and every claim is excluded increased to £1000 in respect of subsidence ground heave or landslip and to £200 in respect of theft of property from marquees and tents  
 Loss of use loss or of market value for any reason  
 Loss or damage caused by mechanical or electrical faults failures breakdowns or derangements  
 Loss or damage caused by wear tear deterioration insect vermin mildew wet & dry rot woodworm atmospheric conditions corrosion act of light heat or any other gradually operating cause

Damage to tyres from breaking or by punctures cuts or bursts  
 Loss of or damage to a model caused by failure of a radio control system or by a model going out of radio range  
 Loss of or damage to model aircraft occasioned whilst taking off, flying or landing  
 Damage to a model including its boiler caused by there being insufficient water in the boiler  
 Loss of or damage to your property resulting from someone taking it by fraud or trickery  
 Damage to fences caused by storm  
 Theft of money or securities of any description

Loss or damage following theft (which shall be deemed to include attempted theft) is covered only if the theft is-

- 1) following forcible and violent entry to or exit from a building
- 2) following actual or threatened assault or violence
- 3) when the property is not in a locked building and is being individually attended by the owner or person in charge
- 4) from a tent or marquee whilst the tent or marquee is occupied by at least two able bodied adults authorised by you or by the property owner or by the person in charge
- 5) from an unattended vehicle or trailer subject to: -
  - a) all doors windows and openings of the vehicle being properly fastened and locked, with any fitted alarms and immobilisers being set and in operation
  - b) property carried in a trailer being locked to the trailer
  - c) the trailer being locked to the towing vehicle and if detached from the towing vehicle being immobilised by a lock on the towing hitch, or by a wheel clamp, or by removing a wheel from each axle.

**Loss or damage resulting from Boiler Explosion:** The insurers shall not be liable for injury or damage caused by boiler or pressure vessel explosion unless

- a) the boiler or pressure vessel concerned has at the time of the incident a valid thorough examination certificate issued against a suitable Written Scheme of Examination drawn up by either an inspection authority affiliated to the Safety Assessment Federation (SAFed) or by the National Traction Engine Trust or
- b) the boiler or pressure vessel concerned has at the time of the incident a valid thorough examination certificate issued by a person or body appearing on the National Traction Engine Trust Register of Boiler Inspectors or
- c) the boiler or pressure vessel concerned has at the time of the incident a valid certificate of hydraulic test and a valid certificate of annual examination and steam test both issued following examinations conforming with the Examination and Testing of Miniature Steam Boilers (New Edition 2006) and any subsequent revisions or
- d) the vessel concerned is a small boiler namely that it has a capacity of not more than 3 bar litres or the vessel concerned is a gas tank with a capacity of not more than 250ml when cover shall be in force whether or not a valid thorough examination certificate has been issued or
- e) the boiler or pressure vessel concerned is undergoing test by an authorised boiler tester when cover shall be in force whether or not a valid thorough examination certificate has been issued.

Note: It is recommended that small boiler safety valves are tested at least every 12 months in order to ensure correct operation at the correct release pressure and that the boiler the engine and the pipework installation are also checked at least every 12 months.

The policy is written on a reinstatement basis which means that in the event of a claim the amount paid by the insurance company will be the replacement value, at the time of the loss, of the damaged or destroyed items regardless of the current actual value. It therefore follows that the sum insured shown for each item should be the current replacement or rebuilding value. The sum insured for sub section H (locomotives, riding cars, boats, aircraft, stationary engines and the like) should be based on the model's current market value, that is the price which could be obtained if the model was put up for sale or the price which would have to be paid to buy a similar model in a similar condition plus, if required, an amount in respect of professional repairs.

In common with other commercial type insurance policies cover is subject to the underinsurance clause which means that unless the sum insured is 100% of the value at risk the claim payment will be reduced by the same proportion that the sum insured bears to the value at risk. Expressed as a formula: -

$$\frac{\text{Sum Insured}}{\text{Value at Risk}} \times \text{Amount of Claim} = \text{Settlement Amount}$$

Example: -  $\frac{\text{Sum Insured (say) } \pounds 12,000}{\text{Value at Risk (say) } \pounds 15,000} \times \text{Amount of Claim (say) } \pounds 10,000 = \text{Settlement Amount } \pounds 8,000$

The example shows that selecting correct sums insured is imperative if claims are to be fully settled.

The section has 10 sub-sections and, apart from sub section J which has a maximum sum insured of £30,000 per incident, a separate sum insured must be selected for those sub-sections required.

- A. Buildings, all outbuildings, stations, signals & signal boxes including all switchgear, track terminals, connecting cables, pipework, ducting and the like
  - 1) Buildings of standard, mainly non combustible, construction i.e. brick stone or concrete built and roofed with slates or tiles.  
**Premium rate £7.65 (inc 6% IPT) per £1,000 sum insured on the first £50,000 sum insured and £4.75 (inc 6% IPT) per £1,000 sum insured on any sum insured above £50,000**
  - 2) Buildings of non standard construction i.e. any other combination of building materials or roofing materials  
**Premium rate £15.30 (inc 6% IPT) per £1,000 sum insured on the first £50,000 sum insured and £9.45 (inc 6% IPT) per £1,000 sum insured on any sum insured above £50,000**
  - 3) Signals, switchgear, track terminals, connecting cables, pipework ducting and the like  
**Premium rate £7.65 (inc 6% IPT) per £1,000 sum insured**
- B. Walls gates & fences  
**Premium rate £7.65 (inc 6% IPT) per £1,000 sum insured**
- C. General contents of item A (excluding locomotives, riding cars etc which should be covered under sub-section H) including, if applicable, landlords fixtures and fittings, tenants improvements and decorations and property held in trust  
**Premium rate £7.65 (inc 6% IPT) per £1,000 sum insured**
- D. Bridges  
**Premium rate £7.65 (inc 6% IPT) per £1,000 sum insured**

- E. Fixed trackwork including turntables, traversers and the like  
**Premium rate £7.65 (inc 6% IPT) per £1,000 sum insured**
- F. Portable trackwork  
**Premium rate £7.65 (inc 6% IPT) per £1,000 sum insured**
- G. Portable Boat Pool/s  
**Premium rate £7.65 (inc 6% IPT) per £1,000 sum insured**
- H. Locomotives, riding cars, boats, aircraft, stationary engines and the like, belonging to or the responsibility of the Society/Club (each item insured under this section must be individually mentioned and have a separate sum insured - several items of the same nature and value may be grouped together e.g. 7 riding cars at £500 each total £3,500)  
**Premium rate £7.65 (inc 6% IPT) per £1,000 sum insured**
- I. Trophies, cups & the like  
(each item insured under this section must be individually mentioned and have a separate sum insured)  
**Premium rate £7.65 (inc 6% IPT) per £1,000 sum insured**
- J. Boilers, models (including boiler and model being tested) and other surrounding property belonging to any person damaged by reason of the explosion of a boiler undergoing a boiler test providing that the test is being conducted either by a duly elected boiler tester according to the Examination and Testing of Miniature Steam Boilers (New Edition 2006) and any subsequent revisions or by an independent body  
**The sum insured for this item is up to a maximum of £30,000 any one incident and the cover is included without charge providing cover for all or any of items A to I of this section have been taken.**

**Special Note - Trophies/Cups:** In respect of trophies and cups etc the policy includes cover whilst in the possession of the holder but does not cover non-return by the holder

**Special Note - Models:** The policy only covers models specified on the schedule. This means that there is no cover for models which are not specified, for example models belonging to members – separate cover is available for members to take out in their own name.

**Special Note - Theft of Fixed Trackwork:** Loss or damage following theft or attempted theft of fixed trackwork including turntables, traversers and the like in the open whether ground level or raised is covered provided the fixed trackwork including turntables, traversers and the like is laid and fastened to sleepers and/or trackbed and is subject to an increased excess of £200 each and every claim.

**Claims** - Claims involving theft must be reported to the police. It is recommended that clubs/societies photograph models and trophies etc and note any distinguishing features such as one-off modifications. Such information will be of considerable use in the event of theft.

In respect of models the amount payable in the event of a total loss claim (for example a theft) will be the sum insured and the amount payable in the event of a partial loss claim (for example damage to the model) will be: -

- a) if repairs are to be carried out by you - 200% of the cost of materials for repair until that amount exceeds 76% of the sum insured when the full sum insured will be payable or
- b) if repairs are to be carried out professionally – invoice cost limited to the sum insured (comparative estimates will be required) or
- c) a combination of a) and b)

**Loss of Value following Repair:** Insurers will only commit to repairing a model or to pay its market value not to paying for any reduction in its value as a result of having been involved in an accident and/or theft

In the event of a claim, other than a theft claim, the club/society will retain ownership of the model.

## **SECTION 2 - BUSINESS INTERRUPTION**

**What is Insured:** - Many clubs and societies rely on the income from regular or special events and without that income may well find themselves in financial difficulties. The Business Interruption section provides cover for the loss of revenue that would occur if an event at your premises had to be cancelled following an incident, for example a fire, also at your premises. Also included is cover for increased cost of working. The perils covered are: -

- |   |   |
|---|---|
| a) <b>Fire, Explosion, Lightning &amp; Aircraft</b>                     | f) <b>Sprinkler Leakage</b>                                     |
| b) <b>Earthquake</b>  | g) <b>Theft</b>   |
| c) <b>Riot/Civil Commotion/Malicious Damage</b>                         | h) <b>Subsidence ground heave or landslip</b>                   |
| d) <b>Storm, Flood, Escape of water from any tank apparatus or pipe</b> | i) <b>Any other accident (which includes accidental damage)</b> |
| e) <b>Impact by any Road and/or Rail vehicle</b>                        |   |

plus additional cover for closure of the premises as a result of a notifiable human disease manifesting itself at the premises, injury or illness arising from foreign or injurious matter in food or drink supplied, closure of the whole or part of the premises by the Public Authority consequent upon defects in drains or other sanitary equipment, murder or suicide on the premises, vermin and pests at the premises and loss destruction or damage to property in the vicinity of the premises which prevents or hinders the use of or access to the premises.

The indemnity period (i.e. the period during which a claim will be paid) is 12 months and commences from the date of the fire or incident which gives rise to the claim. The sum insured for the section must be the anticipated annual net revenue of the club or society (net revenue is defined as the money paid or payable to the club or society for work done or services rendered at the premises including subscriptions, less purchases). The underinsurance clause applies to this section in the same way that it applies to section 1.

**Premium rate £11.15 (inc 6% IPT) per £1,000 sum insured (minimum premium £22.30 (inc 6% IPT))**

## **SECTION 3 - ROAD TRAILERS**

**What is Insured:** Your road trailer if damaged stolen or taken without your permission anywhere in the United Kingdom or Europe. The perils covered are: -

- |   |   |
|---|---|
| a) <b>Fire, Explosion, Lightning &amp; Aircraft</b>                     | f) <b>Sprinkler Leakage</b>                                     |
| b) <b>Earthquake</b>  | g) <b>Theft</b>   |
| c) <b>Riot/Civil Commotion/Malicious Damage</b>                         | h) <b>Subsidence ground heave or landslip</b>                   |
| d) <b>Storm, Flood, Escape of water from any tank apparatus or pipe</b> | i) <b>Any other accident (which includes accidental damage)</b> |
| e) <b>Impact by any Road and/or Rail vehicle</b>                        |   |

**Exclusions: -**

The first £100 of each and every claim is excluded increased to £500 if the trailer is not fitted with either a wheel clamp or a hitchlock

Loss of use loss or of market value for any reason

Loss or damage caused by mechanical or electrical faults failures breakdowns or derangements

Loss or damage caused by wear tear deterioration insect vermin mildew wet & dry rot woodworm atmospheric conditions corrosion act of light heat or any other gradually operating cause

Damage to tyres from breaking or by punctures cuts or bursts

Loss of or damage to your trailer resulting from someone taking it by fraud or trickery

Theft of money or securities of any description

**Loss of Value following Repair:** Insurers will only commit to repairing a trailer or to pay its market value not to paying for any reduction in its value as a result of having been involved in an accident and/or theft

When the trailer is left unattended and unattached from the towing vehicle it is required that the trailer is fitted with either a wheel clamp or a hitchlock. The trailer will still be covered if this requirement is not met however if the trailer is stolen the usual £100 excess will be increased to £500. Although this security requirement does not apply when the trailer is attached to the towing vehicle the insurance of the trailer contents, insured under Section 1 of this policy, does require additional security when the trailer is left unattended and loaded. It should be noted that many trailer thefts occur in lay-bys and motorway service areas.

Also included is cover for the hire of an alternative trailer following theft or damage to the trailer insured subject to a maximum amount of £20 per day (maximum 10 days). The need for an alternative trailer must be a model engineering related activity.

**Driving a car or van with a trailer:** All drivers who passed a car test before 1 January 1997 retain their existing entitlement to tow trailers until their licence expires. This means that they are generally entitled to drive a vehicle and trailer combination up to 7.65 tonnes MAM (Maximum Authorised Mass). They also have the entitlement to drive a minibus with a trailer over 750kgs MAM. Drivers who passed their car test on or after 1 January 1997 are required to pass an additional driving test in order to gain entitlement to category B+E that allows them to tow caravans and trailers.

If you require more information about driving a car or a van with a trailer you should obtain the Driver and Vehicle Licensing Agency (DVLA) factsheet INF30 'Towing Trailers in Great Britain'

**Towing Vehicle's Motor Insurance:** The class of use on some motor insurance policies, particularly motor insurance policies issued on a van, does not automatically include the towing of trailers. It is therefore recommended that before towing a trailer the motor insurance policy of the towing vehicle is checked in order to confirm that the towing of trailers is permitted. Public liability insurance cover for the trailer falls under the towing vehicle's insurance policy whilst the trailer is attached.

**Premium rate £7.65 (inc 6% IPT) per £1,000 sum insured (minimum premium per trailer £22.95 inc 6% IPT)**

**SECTION 4 – LIABILITY**

**This section is divided into 2 subsections, Section 4a - Public/Products Liability, and Section 4b – Employers Liability. Each provides cover anywhere in the United Kingdom or Europe (Sections 4b cannot be taken without Section 4a)**

**SECTION 4A – PUBLIC/PRODUCTS LIABILITY**

**What is Insured:** Public and Products liability is liability to third parties. It is liability that arises following damage to third party property or injury to third party persons (injury means bodily injury, mental injury, death, disease, illness, wrongful arrest or false imprisonment). This section provides cover for the club/society and also for all members 365 days per year whilst they are undertaking modelling or model engineering activities of all and every kind including when they are 'on their own'. The Public Liability cover extends to include the liability of one member to another member and cover applies to members of all ages - there is no upper or lower age limit.

**Geographical Limits:** The geographical limits of the cover are anywhere in the United Kingdom and Europe however it should be noted that in respect of members who are not permanent United Kingdom residents the geographical limit is restricted to United Kingdom only.

Wives, girlfriends, partners and friends are often "roped in to help" on occasions when more hands are needed and it should be mentioned that, as they may not be members, the public liability cover may not extend to include them although this will depend on the circumstances surrounding the incident giving rise to the claim. In order to ensure their inclusion consideration should be given to including such helpers as members. Clubs and Societies may select the indemnity limit required from £2,000,000 to £5,000,000 in £1m increments. The limit of indemnity for Public Liability cover applies to any one event whereas the limit of indemnity for Products Liability cover applies to any one event and in any one period of insurance. Legal defence costs are included with an indemnity limit of £250,000 representing the total amount payable in respect of all costs and expenses arising out of claims during any period of insurance. Cover applies anywhere in the UK and Europe and includes the sale of souvenirs, tea, coffee, ice cream, refreshments etc

Cover applies in respect of the organisation by you of exhibitions, open days and the like held at your premises regardless of the expected attendance.

Cover applies in respect of the organisation by you of exhibitions or events held at a venue other than your own premises providing that such exhibitions or events have an expected attendance of not more than 1000 persons per day if held indoors or an expected attendance of not more than 1,500 persons per day if held in the open air in each case excluding organisers exhibitors and/or stallholders. If you are organizing an exhibition or event at a venue other than your own premises which exceeds these attendance limits the necessary additional cover is available on application.

The following restrictions/conditions should be noted: -

1. In respect of railways cover applies to model or miniature railway locomotives, rolling stock and trackwork not exceeding 2ft gauge owned and/or operated by the insured. It must be noted that cover in respect of Garden Railways and/or Portable Track owned by and/or operated in a private capacity by individual members is not provided. Separate cover, in the name of the member, is available.
2. Insurance cover as required by the Road Traffic Act is not provided.

3. Cover extends to include model aircraft including those powered by rubber motors, internal combustion engines or propelled electrically excluding any kind of rocket or pulse jet unit, gas turbine or turbojet other than 'Jetex' power units. Model aircraft powered by internal combustion engines are restricted to the following: -

- a) Radio Controlled – total engine capacity up to but not exceeding 40cc
- b) Free Flight – total engine capacity up to but not exceeding 10cc
- c) Line Controlled – Total engine capacity up to but not exceeding 40cc

4. Loss or damage resulting from Boiler Explosion: The insurers shall not be liable for injury or damage caused by boiler or pressure vessel explosion unless

- a) the boiler or pressure vessel concerned has at the time of the incident a valid thorough examination certificate issued against a suitable Written Scheme of Examination drawn up by either an inspection authority affiliated to the Safety Assessment Federation (SAFed) or by the National Traction Engine Trust or
- b) the boiler or pressure vessel concerned has at the time of the incident a valid thorough examination certificate issued by a person or body appearing on the National Traction Engine Trust Register of Boiler Inspectors or
- c) the boiler or pressure vessel concerned has at the time of the incident a valid certificate of hydraulic test and a valid certificate of annual examination and steam test both issued following examinations conforming with the Examination and Testing of Miniature Steam Boilers (New Edition 2006) and any subsequent revisions or
- d) the vessel concerned is a small boiler namely that it has a capacity of not more than 3 bar litres or the vessel concerned is a gas tank with a capacity of not more than 250ml when cover shall be in force whether or not a valid thorough examination certificate has been issued or
- e) the boiler or pressure vessel concerned is undergoing test by an authorised boiler tester when cover shall be in force whether or not a valid thorough examination certificate has been issued.

Note: It is recommended that small boiler safety valves are tested at least every 12 months in order to ensure correct operation at the correct release pressure and that the boiler the engine and the pipework installation are also checked at least every 12 months.

5. Pollution and contamination is excluded unless the pollution and contamination emanated from an identifiable single source and occurred at an identifiable time.

6. Indemnity will not apply to legal liability arising out of advice design or specification provided for a fee (see Section 8 – Boiler Testers Professional Indemnity if you require cover for financial claims arising out of advice design or specification)

7. Models must be driven, flown or operated with reasonable care for and attention to the safety of other persons and property and to comply with any statutory enactment or instrument, bye law or other regulation.

8. Any miniature railway and/or any miniature railway locomotives and/or rolling stock of 15in gauge or less owned and or operated by the insured must be run in accordance with Health and Safety Executive guidelines as published in HSG216 – Passenger-carrying Miniature Railways Guidance on safe practice.

9. Cover extends to include model aircraft flying from M.O.D. property

10. Cover extends to include instructors providing model flying training for financial gain.

11. Cover extends to include any public authority whose facilities are being used by the insured. Indemnity to principals is automatically provided (eg private landowners, host modelling/model engineering clubs or societies) and the interest of the Secretary of State for Defence is noted

**Safety** It is strongly recommended that spark arresters are fitted to chimneys, that handholds are fitted to passenger carrying trailers/rolling stock and that non-slip paint is used on any non-upholstered passenger seating.

**Model Boats:** A model boat is a boat which because of its small size is incapable of sailing whilst carrying a person. Cover extends to include model boats powered by electric, clockwork or rubber motors, sail, steam, or internal combustion controlled by the insured or by any person with the owner's consent

**Rescue Boats:** Cover extends to include liability arising out of the ownership or use of rowing boats and/or small dinghies powered by outboard motors used for rescue purposes on UK inland or coastal waters

**Model Air Cushioned Vehicles:** Cover extends to include model air cushioned vehicles powered by electric, clockwork or rubber motors, or internal combustion engines not exceeding 40cc capacity, controlled by the insured or by any person with the owner's consent

**Driving (model locomotives up to 2ft gauge):** Within the geographical limits of the policy a member may drive any model owned by him/her and also any model not owned by him/her but being driven by him/her with the owner's consent. A model owned by a member may be driven by any person driving with that member's consent. There is no lower or upper age limit for drivers. The policy does not provide any insurance cover as required by the Road Traffic Act.

**Use (model locomotives up to 2ft gauge):** Drivers age 16 or over may carry passengers either gratuitously or fare paying provided the driver receives no remuneration either monetary or in kind other than reasonable out of pocket expenses and/or supply of fuel.

Drivers under the age of 16 may not carry as passengers members of the public whether gratuitously or fare paying but may carry as passengers fellow members and/or members of another bona fide model engineering club or society and/or members of their own family providing the driver under age 16 is supervised by a responsible and competent driver age 16 or over and all reasonable precautions are taken.

**Use for Locomotive Driver Experience:** Use for Locomotive Driver or Engine Management Experience or Training whether gratuitous or otherwise is included provided the person undergoing Experience or Training is attended at all times by a competent person appointed by you. Such persons undergoing Experience or Training will be deemed to be a member for the period of Experience or Training.

**Visitors:** Cover for your liability for death or injury to third parties and for loss or damage to third party property arising out of visiting locomotives, boats or other models and/or locomotives, boats or other models not under your custody or control is included and is subject to the owners/drivers of visiting locomotives, boats or other models and/or locomotives, boats or other models not under your custody or control providing evidence, before being allowed to steam, sail, run and/or exhibit, of: -

- a) if applicable, a current boiler test certificate issued by the Northern Association of Model Engineers, the Southern Federation of Model Engineering Societies, the 7¼" Gauge Society or following a test conforming with the Examination and Testing of Miniature Steam Boilers (New Edition 2006) and any subsequent revisions or by an authorised body
- b) a current public liability insurance policy covering their model and which, if applicable, includes cover for: -
  - i) carrying members of the public as passengers
  - ii) injury or damage caused by sparks and ashes
  - iii) boiler explosion

**Excess Layer Cover:** Where the limit of indemnity under this section is higher than the limit of indemnity provided by the public liability insurance carried by a visitor this policy will provide indemnity for the difference in limit between the visitor's policy and this policy always providing the visitor has produced satisfactory evidence of a current and valid policy including evidence of the limit of indemnity provided by that policy

**Gas Turbine Locomotives:** Cover extends to include gas turbine powered locomotives

**Negligent Acts of Passengers:** Cover extends to include your liability arising out of the negligent acts of passengers

**Health and Safety Executive** - Cover for legal expenses incurred defending Health & Safety Executive prosecutions is included in the policy cover. There is, however, no cover for any fines imposed.

**Abuse:** Insurers shall not be liable for claims arising from abuse. Abuse shall mean: -

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- b) acts of forcing sexual activity rape or molestation, or
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

**Asbestos: Fear of asbestos and removal Costs Exclusion:**

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous temolite or any mixture containing any of those materials

Asbestos Dust shall mean fibres or particles of asbestos

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

Indemnity will not apply to legal liability for bodily injury or mental injury to or death disease or illness of any person employed arising out of and in the course of employment by the insured in the business

Indemnity will not apply to legal liability for the costs of remedying

- a) any defect or alleged defect
- b) the presence of Asbestos, Asbestos Dust, or Asbestos containing Materials

in premises disposed of by the insured

Indemnity will not apply to legal liability for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials

Indemnity will not apply to legal liability for the costs of management (including those of any persons under statutory duty to manage) removal repair alterations recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials

**Excess:** The section is subject to a £50 excess in respect of damage to third party property.

**Terrorism Exclusion:** The Company shall not be liable for injury or loss of or damage to Property in respect of legal liability arising directly or indirectly out of terrorism.

Terrorism shall mean an act of any person acting on behalf of or in connection with any individual or 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.

**Premiums** - The annual premium for the section is dependent upon the level of indemnity required and the frequency of any public running undertaken (clubs and societies that do not have any involvement with miniature railways fall into category A). The schedule of premiums (including 6% IPT) is shown below

Category	Limit of Indemnity			
	£2m	£3m	£4m	£5m
<b>A. Clubs/Societies with no involvement with passenger carrying miniature railways (see below re model aircraft clubs)</b>	<b>£237.15</b>	<b>£289.85</b>	<b>£335.25</b>	<b>£366.00</b>
<b>B. Clubs/Societies involved with miniature railways and who carry members of the general public not more than 10 times per year</b>	<b>£351.35</b>	<b>£395.25</b>	<b>£458.20</b>	<b>£502.15</b>
<b>C. Clubs/Societies involved with miniature railways and who carry members of the general public more than 10 times per year</b>	<b>£434.80</b>	<b>£531.45</b>	<b>£578.15</b>	<b>£633.90</b>

NOTE - The premiums shown for Category A above include model aircraft/flying clubs with up to 50 members.

**Certificate of Insurance** - A certificate of insurance will be issued to clubs/societies and individual certificates are available for the use of members.

**SECTION 4B – EMPLOYERS LIABILITY** (If Section 4a Public/Products Liability is taken this section is automatically included without charge)

Many clubs and societies utilise the services of labour only contractors when undertaking work such as building or site improvement and because the club or society instructs the contractor what to do and when to do it (and possibly also provides materials and tools) the law may well consider the contractor to be an employee.

This section provides cover in accordance with the Employers Liability (Compulsory Insurance) Regulations 1998 for your legal liability for damages in respect of injury to employees, staff, volunteers and helpers including labour only subcontractors. The limit of indemnity provided is £10,000,000

The claims for injury to employees limit of liability arising directly or indirectly out of terrorism shall not exceed £5,000,000. Terrorism shall mean an act of any person acting on behalf of or in connection with any individual or 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.

Legal defence costs are included with an indemnity limit of £250,000 representing the total amount payable in respect of all costs and expenses arising out of claims during any period of insurance.

**Terrorism Endorsement** – The claims for injury to employee limit of liability arising directly or indirectly out of terrorism shall not exceed £5,000,000

**Definition of Terrorism** – Terrorism shall mean any act of any person acting on behalf of or in connection with any individual or 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

**Certificate of Insurance** - A Certificate of Employers Liability Insurance will be issued

**SECTION 4C - PERSONAL LIABILITY FOR CLUB/SOCIETY OFFICIALS** (If Section 4a Public/Products Liability is taken this section is automatically included without charge)

**What is Insured:** This section provides indemnity to elected and/or authorised officials of the club/society in respect of their personal legal liability for accidental bodily injury and/or accidental damage to the property of club/society members and members of the public arising from any negligent act committed or any negligent advice, instruction or omission given both during the performance of club/society duties in that elected or authorised capacity and during the period of insurance.

The limit of indemnity is £1,000,000 for each and every claim. Cover under this section will remain valid for 3 years after an individual has ceased to hold office.

**SECTION 5 - PERSONAL ACCIDENT**

If the insured person (member) sustains accidental bodily injury, which within two years, is the sole cause of death or disablement the insurers will pay the appropriate benefit to the member. If this section is taken all members of the club/society must be included.

If the member suffers death or disablement as the result of exposure to the elements the insurers will consider that as having been caused by accidental bodily injury. Bodily injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause (this means that death by a heart attack, for example, is not covered). There are five categories of insured person: -

- A - Any member aged 16 to 64 inclusive
- B - Any member aged 65 or over
- C - Any member aged under 16
- D - Any invited person driving including boarding or alighting from a model owned by the insured or by an Insured Person
- E - Any person injured during and by reason of or as a result of a boiler test conducted by a club/society boiler tester or an authorised independent boiler tester conducting a boiler test in accordance with the Pressure Systems Safety Regulations 2000

The schedule of benefits is: -

		<u>Category A</u>	<u>Category B</u>	<u>Category C</u>	<u>Category D</u>	<u>Category E</u>
1.	Death	£10,000	£4,000	£ 2,000	£2,000	£2,000
2.	Loss of two or more limbs or both eyes or one of each	£10,000	£4,000	£ 2,000	£2,000	£2,000
3.	Loss of one limb or eye	£10,000	£4,000	£ 2,000	£2,000	£2,000
4.	Permanent Total Disablement other than by loss of limb or eye from gainful employment of any and every kind	£10,000	£4,000	£ 2,000	£2,000	£2,000
5.	Temporary Total Disablement from usual occupation payable for a maximum of 104 weeks not necessarily consecutive	£100 per week	Nil	Nil	Nil	Nil
6.	For the period commencing with the date of injury and ending with the date of hospital discharge whilst registered with a hospital either as an in patient or as an out patient payable for a maximum of 13 weeks not necessarily consecutive	Nil	£50 per week	Nil	Nil	Nil

Exclusions to the cover are: -

1. if bodily injury results from:-
  - A) the insured person engaging in or practising for any of the excluded activities which are: -
    - Aqualung diving
    - Flying other than as a passenger or as a member of the crew or in order to carry out work in the aircraft
    - Football other than association football as an Amateur
    - Hangliding
    - Hunting on horseback
    - Motor competitions
    - Motorcycling as a rider or passenger
    - B) the insured person committing or attempting to commit suicide
    - C) war invasion act of foreign enemy etc
2. if bodily injury or death or disablement is the result of or is contributed by the insured person having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction or
3. if death or disablement is the result of or contributed to by the pregnancy (including childbirth) of the insured person

**Geographical Limits:** The geographical limits of the cover are anywhere in the United Kingdom and Europe however it should be noted that in respect of members who are not permanent United Kingdom residents the geographical limit is restricted to United Kingdom only.

The operative time of the cover is while the insured is undertaking modelling/model engineering activities of all and every kind including travelling thereto and therefrom the member's normal residence.

If the person claiming benefit under any category of this section also has personal accident insurance cover by reason of another policy issued under the Walker Midgley Insurance Brokers insurance schemes the person shall be entitled to claim only for whichever benefit is greater

The following are removed from the list of excluded activities insofar as they relate to model engineering activities: flying, motor competitions, racing other than on foot or in dinghies, using power driven woodworking machinery in connection with business or occupation.

It is not necessary to name individual members only to declare, at either inception or renewal, the total number of members in your club/society. Additional premiums for increased membership during the year will not be charged nor will refund premiums be given for reduced membership during the year. The premium rate is the same for all members regardless of age.

**The premium per member is £1.60 including 6% IPT**

## **SECTION 6 - MONEY**

**What is Insured:** The section provides cover for cash and extends to both whilst in an adult person's control and also whilst in a private dwelling. A unit of cover is: -

- |   |        |
|---|--------|
| a) Any one loss in transit or whilst on the insured's premises whilst occupied or whilst under a responsible adult person's control or whilst in a responsible adult person's occupied private dwelling | £1,500 |
| b) Whilst in an unoccupied private dwelling of a responsible adult person irrespective of the number of units taken   | £750   |

Up to 3 units of cover may be taken. There is a £25 excess each and every claim

**The premium per unit is £15.55 including 6% IPT**

## **SECTION 7 – DIRECTORS AND OFFICERS LIABILITY**

**What is Insured:** Although the Directors and Officers of a club/society are acting in an voluntary and unpaid capacity they can still incur personal liability arising out of any act which is negligent, outside their authority or in breach of duty or trust. Such liability may not necessarily follow an incident covered under Section 4 Public/Products Liability or Section 5 Personal Liability for Club/Society Officials. The increasingly litigious society in which we live means that the possibility of legal action being taken against Directors and Officers is increasing as the years go by – and the responsibilities can be onerous, the personal liability extends to include all personal assets of the Director or Officer and in a worse case scenario could lead to the bankruptcy of the Director or Officer. The costs of rebutting even a frivolous claim could be significant. Claims scenarios are notoriously difficult to predict - they could include:-

- |                          |   |
|--------------------------|---|
| ➤ Corporate Manslaughter | ➤ Failure to arrange adequate insurance cover |
| ➤ Pollution              | ➤ Financial Irregularity                      |
| ➤ Health & Safety        | ➤ Breach of Trust                             |
| ➤ Libel & Slander        | ➤ Negligent Acts or Omissions                 |

Claims arising out of or by reason of employment, employees, Inland Revenue or Customs & Excise are excluded. The Limit of Indemnity provided is either £500,000 or £1,000,000 and cover extends to include all past, present and future directors and officers.

**Special Note:** Cover is restricted to directors and officers who are permanent United Kingdom residents

**Territorial Limits:** Great Britain, Northern Ireland, The Channel Islands and the Isle of Man

**Claims:** Notice of a claim or of circumstances which may give rise to a claim must be reported to Walker Midgley Insurance Brokers as soon as practical after the claim is received or after a possible claim is discovered. You must not admit any liability, enter in to any settlement agreements or incur any defence costs without the prior consent of Royal & Sun Alliance Insurance plc

**Annual premium: - Limit of Indemnity £500,000 Premium £192.20 including 6% IPT**  
**Limit of Indemnity £1,000,000 Premium £288.25 including 6% IPT**

## **SECTION 8 – BOILER TESTERS PROFESSIONAL INDEMNITY**

This section provides indemnity to: -

a) the clubs/society's duly elected boiler testers against loss arising from any claim or claims made and reported to the insurers during the policy period by reason of any neglect error or omission committed in the conduct of the boiler tester's duties undertaken in accordance with the Examination and Testing of Miniature Steam Boilers (New Edition 2006) and any subsequent revisions or the boiler testing guidelines of the Northern Association of Model Engineers, the 7/4" Gauge Society and the Southern Federation of Model Engineering Societies providing the services of the boiler tester are without charge and only to fellow members and/or members of other bona fide modelling/model engineering clubs or societies. Cover includes claims arising from boilers which have changed ownership and are no longer in the ownership of the club/society or no longer in the ownership of a member of the club/society.

**Special Note:** Cover is restricted to boiler testers who are permanent United Kingdom residents

It is a condition of this insurance that the boiler tester keeps full and proper records of tests conducted and of any advice or instruction given.

b) the club's/society's members against loss arising from any claim or claims made and reported to the insurers during the policy period by reason of any neglect error or omission committed by one member in giving advice on modelling/model engineering related subjects to fellow members and/or to members of other bona fide modelling or model engineering clubs and/or societies provided such advice is given without charge.

The retroactive date of cover will be 2 years prior to the inception date of cover under this section. The limit of indemnity is £1,000,000 for each and every claim including defence costs incurred with the prior consent of insurers.

Cover applies only to any design or advice given in the United Kingdom

There is a costs inclusive excess of £500 each and every claim

**The annual premium is £76.85 including 6% IPT**

## **TERRORISM EXCLUSION**

The insurance provided by Sections 1, 2, 3 and 6 does not cover Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of: -

- a) terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- b) in Northern Ireland civil commotion

This policy also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism

Terrorism means acts 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 other government de jure or de facto

In any action suit or other proceedings where the insurers alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this policy the burden of proving that such damage or loss is covered shall be upon the insured



### **How we use your Information**

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

#### **Who we are**

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

#### **How your information will be used and who we share it with**

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

#### **Sensitive Information**

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

#### **How to contact us**

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax

## **COMPLAINTS PROCEDURE**

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

#### **Our complaints process**

Initially please raise your concerns with your usual business contact. Once we have reviewed your complaint we will issue our business decision in writing. If upon receipt of this you remain dissatisfied, you can escalate your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing.

## Customer Relations Contact Details

Customer Relations Office  
RSA  
Bowling Mill  
Dean Clough Industrial Estate  
Halifax  
HX3 5WA

## What to do if you are still not satisfied

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Insurance Division  
The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

## Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

## Cancellation Rights:

If having checked your policy you decide not to proceed with our insurance you have a statutory right to cancel it within 14 days starting on the date you receive your policy documentation. To cancel please write to the address or call the number shown on your policy documentation. On receipt of your notice and return of your Motor Insurance Certificate(s) we will refund any premiums paid, except when you have already made a claim under your policy.

## Termination of the Contract:

You may cancel the contract by giving us 14 days notice in writing. If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current period of insurance.

We may cancel this policy by giving you at least 14 days notice at your last known address. If we cancel the policy, we will refund any premiums already paid for the remainder of the current period of insurance.

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, RH12 1XL  
Authorised and regulated by the Financial Services Authority

## MEETING YOUR DEMANDS & NEEDS

The 7.1/4" Gauge Society Club & Society Insurance Scheme allows you to choose the level of cover from a range of options. The choices you make will depend on your Club/Society circumstances. The covers listed below meet the demands & needs of those wishing to benefit from the following protection:

Section 1 – Property Damage	The structure and contents of your premises and other club/society property against loss or damage by specified causes
Section 2 – Business Interruption	Loss of the club/society net revenue by specified causes
Section 3 – Road Trailers	Loss or damage to road trailers by specified causes
Section 4a & 4b – Public Liability, Products Liability and Employers Liability	Your legal liability for injury to persons or damage to third party property
Section 5 – Personal Accident	Compensation for bodily injury to members whilst modelling or model engineering
Section 6 – Money	Theft or loss of cash
Section 7 – Directors & Officers Liability	Legal liability for any act which is negligent outside their authority or in breach of duty or trust
Section 8 – Boiler Testers Professional Indemnity	Legal liability for any negligent act error or omission

Further details of these and other benefits can be found in pages 1 to 8 of this document

For the 7.1/4" Gauge Society Club & Society Insurance Scheme we use Royal & Sun Alliance Insurance plc who we have selected as offering value for money and quality service.

This statement does not form part of the terms and requirements of your policy.

## **WALKER MIDGLEY INSURANCE BROKERS LIMITED - TERMS OF BUSINESS:**

**We recommend that you carefully read these Terms that apply to our appointment by you and the services we will provide.**

**COMPANY CONTACT DETAILS:** - Walker Midgley Insurance Brokers Limited, Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD. Telephone 0114 250 2770 Fax 0114 250 2777 email: enquiries@walkermidgley.co.uk Website www.walkermidgley.co.uk Walker Midgley Insurance Brokers Limited is authorised and regulated by the Financial Services Authority. Our Firm Reference Number (FRN) is 144231. You can check this on the FSA register by visiting the FSA's website www.fsa.gov.uk or by telephoning the FSA on 0845 606 1234.

**OUR SERVICE:** We offer a wide range of insurance products and have access to leading insurers in the marketplace. For the 7.1/4" Gauge Society Club & Society Insurance Scheme we have selected Royal Sun Alliance Insurance plc as offering value for money and quality service. We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis. Our normal hours of business are 9.00am to 5.00pm Monday to Friday.

**YOUR DUTY TO DISCLOSE INFORMATION:** It is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Please also note that any renewal of insurance will be made in reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless you tell us otherwise. Please note that if you fail to disclose any material information to us and your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide. **If in doubt about any point in relation to material facts please contact us immediately.**

**FINANCIAL CRIME:** Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

**TERMS OF PAYMENT:** Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider. If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the credit provider or if we have already been debited with the amount outstanding use it to offset our costs. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need. Any payment we receive from you will be held by The Broker Network Limited, which pays insurers on our behalf, in a Non Statutory Client Trust Bank Account held with RBS, HSBC or Santander. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer. By operating a Non Statutory Trust The Broker Network Limited is permitted to, and may use such monies to cross fund clients premiums and claims. Please make all cheques payable to "The Broker Network Limited". By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction. No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of The Broker Network Limited.

**NOTIFICATION OF INCIDENTS/CLAIMS:** It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy telephone 0114 250 2770.

**CANCELLATION:** Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

**CHARGES/FEES:** In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non refundable.

Non Refundable Arrangement Fee	Nil	Mid Term Adjustments	£10.00
Renewal	£10.00	Lost Certificates, Papers or Documents	£10.00
Reissue of Cover	£10.00	Temporary Changes	£10.00

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 30% of the premium, and will advise you of the actual amount at the time of quotation or renewal. These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. As insurance brokers our remuneration may be as a fee agreed with you or from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover. We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers and others. Please ask us should you require further information. Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a single Finance Provider and we may receive a commission for introducing you to them.

**REFUNDS:** Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. **Your attention is specifically drawn to the following:-** Where you cancel your policy **after** the expiry of the cooling off period or where you request a mid-term adjustment which reduces the cover provided under the policy the following scale of refund will apply. The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.

Period of Cover	Up to 120 days	121 to 150 days	151 to 180 days
% of Annual Premium Refunded	50%	40%	30%
Period of Cover	181 to 210 days	211 to 240 days	Over 241 days
% of Annual Premium Refunded	20%	10%	Nil

For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £31.50.

**COMPLAINTS:** It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. Should you wish to complain you may do so:

- In writing to the Complaints Manager Tony Wood
- By telephone on 0114 250 2770
- By Fax on 0114 250 2777
- By e-mail to enquiries@walkermidgley.co.uk
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further details will be supplied at the time of responding to your complaint.

**SOLVENCY OF INSURERS:** We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

**FINANCIAL SERVICES COMPENSATION SCHEME (FSCS):** We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk)

**CONFIDENTIALITY AND DATA PROTECTION:** We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including credit reference agencies and other organisations. Our search will appear on your credit report whether or not your application proceeds. By agreeing to the terms and conditions you agree to these uses of your information. We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us. We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat the issue of these Terms as evidence of your informed consent. In the interests of security and to improve our service, telephone calls you make to us may be monitored and / or recorded for training purposes.

**COMMUNICATIONS/DOCUMENTATION:** We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

**GENERAL:** If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.



*Authorised and regulated by the Financial Services Authority*  
 Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD

Tel 0114 250 2770 Fax 0114 250 2777 [www.walkermidgley.co.uk](http://www.walkermidgley.co.uk)

For your protection telephone calls will be recorded and may be monitored



# 7 1/4" GAUGE SOCIETY LTD

## Club/Society Insurance Scheme

*Arranged by Walker Midgley Insurance Brokers & Underwritten by Royal & Sun Alliance Insurance plc*

### Proposal Form

**Full Title of Club/Society**

Web Site:

**Name of Club/Society Official to whom correspondence should be sent: -**

Surname Initials Mr / Mrs / Miss / Ms  
 Address  
 Post Code  
 Telephone Home Work  
 Email Position in Club/Society

**Full address of clubhouse / tracksite / boat pool: -**

Telephone Post Code

What date do you wish cover to commence?

**SECTION 1 – PROPERTY DAMAGE**

Do you require cover under this section? Yes / No

If 'Yes' please state sums insured required: -

- A. Buildings, all outbuildings, stations, signals & signal boxes including all switchgear, track terminals, connecting cables pipework, ducting and the like
- 1) Buildings of standard construction (brick stone or concrete built and roofed with slates or tiles) £ \_\_\_\_\_
- 2) Buildings of non-standard construction (any other combination of building or roofing materials) £ \_\_\_\_\_
- 3) Signals switchgear track terminals, connecting cables pipework ducting and the like £ \_\_\_\_\_
- B. Walls, gates and fences £ \_\_\_\_\_
- C. General contents of A1 and A2 above excluding models locomotives riding cars etc but including if applicable landlords fixtures and fittings tenants improvements and decorations and property held in trust for which you are responsible £ \_\_\_\_\_
- D. Bridges £ \_\_\_\_\_
- E. Fixed Trackwork £ \_\_\_\_\_
- F. Portable Trackwork £ \_\_\_\_\_
- G. Portable Boat Pools £ \_\_\_\_\_

**H. Locomotives, riding cars, boats and the like, excluding aircraft, belonging to you or for which you are responsible. Please specify below (if necessary continue on a separate sheet of paper): -**

**Locomotives**

Gauge	Wheel Arrangement	Description	Sum Insured

**Rolling Stock**

Gauge	Description	Sum Insured

**Other Models or Specified Items**

Description	Sum Insured

**I. Trophies, Cups and the like. Please specify (if necessary continue on a separate sheet of paper): -**

Description	Sum Insured

J. Boilers, models (including boiler and model being tested) and other surrounding property belonging to any person damaged by reason of the explosion of a boiler undergoing a boiler test providing that the test is being conducted either by a duly elected boiler tester in accordance with the Examination and Testing of Miniature Steam Boilers (New Edition 2006) and any subsequent revisions or by an authorised body  
**The sum insured for this item is up to a maximum of £30,000 any one incident and the cover is included without charge providing cover for all or any of items A to I of this section have been taken.**

**SECTION 2 - BUSINESS INTERRUPTION**

Do you require cover under this section? Yes / No

If 'Yes' please give the Net Revenue sum insured required    £ \_\_\_\_\_

**SECTION 3 – ROAD TRAILERS**

Do you require cover under this section? Yes / No

If "Yes" please complete the following in respect of the trailer: -

Make / Model \_\_\_\_\_ Identification/VIN/Serial No \_\_\_\_\_

Year of Make \_\_\_\_\_ Sum Insured £ \_\_\_\_\_

**SECTION 4 – LIABILITY**

Do you require cover under Section 4a Public/Products Liability? Yes / No

1. If 'Yes' what is your current membership? \_\_\_\_\_ members

2. What limit of indemnity is required for Public/Products Liability?  
(please tick appropriate box)

£2,000,000	£3,000,000	£4,000,000	£5,000,000
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3. What is the main activity of your Club/Society? (eg model railway, model boats, model aircraft) \_\_\_\_\_

4. Do you have any permanent or portable railway trackwork? Yes / No

5. Do you or any of your members have any involvement with miniature railways capable of carrying passengers? Yes / No

If you have answered "Yes" to question 4 or to question 5 please tick the appropriate box below in respect of carrying, as passengers, members of the public (members of the public means persons who are not a fully paid up member of a bone fide model or model engineering club or society or who are not involved professionally in the model or model engineering trade)

Please tick appropriate box

A. We carry members of the public not more than 10 times per year

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B. We carry members of the public more than 10 times per year

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Note: - If Section 4a Public/Products Liability is taken cover under Section 4b Employers Liability and Section 4c Personal Liability for Club Society Officials will be automatically included without charge.

**SECTION 5 – PERSONAL ACCIDENT**

Do you require cover under this section? Yes / No

If "Yes" please state your current membership \_\_\_\_\_ members

**SECTION 6 – MONEY**

Do you require cover under this section? Yes / No

If "Yes" please state the number of units required (maximum 3) \_\_\_\_\_

**SECTION 7 – DIRECTORS AND OFFICERS LIABILITY**

Do you require cover under this section? Yes / No

If 'Yes' please tick which limit of indemnity is required

£500,000	£1,000,000
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**SECTION 8 – BOILER TESTERS PROFESSIONAL INDEMNITY**

Do you require cover under this section? Yes / No

**MONTHLY PREMIUM PAYMENT** (only for premiums over £100)

Would like to pay your premium by monthly direct debit? Yes / No

If 'Yes' please give:

Bank Sort Code:

Bank Account Name:

Bank Account Number:

**GENERAL QUESTIONS**

1. In respect of the Sections now proposed have you ever held insurance before? Yes / No

If "Yes" please state: -

Name of Insurer \_\_\_\_\_ Policy Number \_\_\_\_\_

**GENERAL QUESTIONS (continued)**

2. During the last three years have you suffered any loss or damage whether covered by insurance or not? Yes / No

If "Yes" please give details

3. During the last three years have any claims been made against you or against one of your boiler testers? Yes / No

If "Yes" please give details

4. Has any actual or alleged claim been made or prosecution brought against the Directors or Officers during the last 10 years in respect of any neglect, error, omission or other wrongful act committed in the capacity of director or officer whether in relation to the activities of your Club/Society or any other company in which the directors or officers hold or have held office? Yes / No

If "Yes" please supply separate details including any paid or outstanding amounts

**LAW APPLICABLE TO THE POLICY** Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if the Insured is based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based. The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based

**PROPOSER'S DECLARATION**

I/We declare that the information provided above and the following statements, including any modifications in e) below, whether written by me/us or by others on my/our behalf are true and complete to the best of my/our knowledge:-

- a) the property which is the subject of this proposal shall be kept in good order and condition
- b) no accidents losses or claims have arisen in the last 5 years whether insured or not.
- c) no insurer has declined my/our proposal, cancelled or refused to renew my/our policy or increased the premium or required special terms or requirements in respect of any of the risks proposed.
- d) I/we have not withheld any material fact (see IMPORTANT NOTE below).
- e) I/we wish to modify the above statements and give details below: -

f) I/we understand that you will pass the information on this form and about any incident I/we may give details of to IDS Ltd and to ABI so that they can make it available to other insurers. I/we also understand that, in response to any searches you may make in connection with this application or any incident I/we have given details of, IDS Ltd and ABI may pass information it has received from other insurers about other incidents anyone has been involved in.

I/we agree that this Declaration, whether signed by me/us or caused to be signed for me/us, shall form the basis of the contract between Royal & Sun Alliance Insurance plc and myself/ourselves.

Signature of Proposer

Date

Print Name

Position held in Club / Society

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Marks Court, Chart Way, Horsham, RH12 1XL Authorised and regulated by the Financial Services Authority

**IMPORTANT NOTE:** - Material Facts are those facts which are likely to influence an underwriter in the acceptance or assessment of this proposal and it is essential that you disclose them. If you are in any doubt about whether a fact is material you should disclose it since failure to do so could invalidate your policy. If you have chosen to pay your premium by monthly direct debit full details will be sent direct to you by Premium Credit Limited. It is recommended that you keep copies of all correspondence and forms connected with this insurance.



Authorised and regulated by the Financial Services Authority  
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