

Showsurance

Specialist insurance for canine, feline and other pet animal charity, voluntary and not for profit organisations

Terms and conditions

We would like to thank you for taking out your show and association insurance through Showsurance. We are sorry for so much 'small print' but the new financial service regulations make it necessary for us to define every aspect of the policy.

Please read this insurance wording carefully and raise any questions you may have with the Showsurance office at Ascot House

Information about Showsurance:

Showsurance is a wholly owned division of RTC Associates, which is authorised and regulated by the Financial Services Authority. The registered address is Ascot House, High Street Ascot, Berkshire SL5 7HG

Information about your insurer:

All sections are underwritten by Lloyd's of London

Complaints:

We aim to provide you with a high quality service and to deal with any claim helpfully, promptly and fairly. Should an occasion ever arise when you feel this objective has not been met then please initially contact:

David Cavill at Ascot House

Our objective is to send a full response within 5 working days or tell you within that time when you can expect a response.

If after making a complaint to us and you are still unhappy and you feel the matter has not been resolved to your satisfaction you are entitled to refer your matter to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800. 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:

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance and advising is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Cancellation:

You have a right to cancel your policy during a period of 14 days after the day of the purchase of the contract or the day on which you receive your policy documentation whichever is the later date. You should be aware that there would be charges for cancellation should the policy have been in force.

Definitions

Buildings

Leased buildings, rented buildings or any other building used for club events with walls and roofs made from brick, stone, concrete, slates or tiles.

Club events

All meetings, functions, events, training sessions and shows organised by you and all functions, events and shows that you attend or take part in.

Employee

Employee shall mean:

- (a) any person under a contract of employment, service or apprenticeship with the Insured unless in partnership with the Insured;
- (b) any person who is hired to or borrowed by the insured;

- (d) any other person taking any part in the performance of a contract with the Insured (including volunteers/assistants) the primary purpose of which is the provision of labour;
- (d) persons gaining work experience, WORKING FOR THE INSURED IN CONNECTION WITH THE BUSINESS.

Members

People who are officially registered as a permanent member of the club or society, a person handling a dog for an officially registered member, invited judges, stewards, gamekeepers, beaters and any other person who is acting in an official capacity for the club or society.

Money

Coins, bank notes, bankers drafts, postal orders, money orders, cheques, travellers cheques, telephone cards, travel cards and unused postage stamps, giro cheques, used national insurance stamps, national savings certificates, credit card sales vouchers, VAT purchase invoices and the amounts in any bank, building society or similar account, belonging to the club or society.

Period of cover

The time during which we provide cover as set out on the certificate of insurance.

Property

Tents, stocks of products for sale and all fixtures and fittings, movable property owned by you or that you are responsible for.

We, us, our

RTC Associates, Showsurance

You, your

The club or society named on the certificate of insurance, its officials, committee members and employees. At the request of the insured named in the Schedule the term "insured" shall include

- i) any party from whom the insured is renting or hiring premises or land for the purposes of conducting the insured's business.
- ii) any Director, partner or employee of the insured but only in respect of liability for which the insured named in the Schedule would have been entitled to indemnity under this insurance if the claim had been made directly against him/her.

General Conditions

- 1 You must take proper care of all property and buildings that you own or are responsible for and keep them in good condition.
- 2 If, when you claim, there is any other insurance under which you are entitled to payment, we will only pay our share of the claim.
- 3 If you have any legal rights against another person in relation to your claim, we may take legal action against them in your name at our expense. You must give us all the help you can and provide any documents we ask for.
- 4 If you make a false claim, an exaggerated claim, or any claim involving your dishonesty, this policy will end and we will not make any payments.
- 5 When we offer further periods of cover, we may change the standard premium and conditions, and add exclusions because of any claims you may have made.
- 6 We may cancel this policy at any time by giving you 14 days notice in writing by recorded delivery and we will give you a full refund of any cover you have paid for after the cancellation date.
- 7 You must take proper care in choosing and supervising employees.
- 8 You must keep proper and complete records of all money, cheques, members, meetings and any other activity of the club or society.
- 9 When you claim you agree to provide us with any information we reasonably ask for.

Cover

In return for the correct premium, we will provide cover in the United Kingdom and Northern Ireland, the Isle of Man and the Channel Islands.

Section 1 - Third party liability

In this section "you" and "your" also includes the owners of any plant you have hired if it is necessary under the hiring conditions.

What we will pay:

If property or buildings you have leased or rented are damaged, someone or some animal is killed, injured or falls ill as a result of an incident happening during the period of cover:

- 1 at your club events;
- 2 while you are on club or society business;
- 3 as a result of branded goods, food or drink you have supplied at a club event, we will pay:
 - ▶ compensation and costs awarded against you by a court if it decides you are legally responsible for the incident; and
 - ▶ if we agree, the legal cost and expenses for defending a claim against you arising from the incident. And
 - ▶ the legal costs and expenses for legal representation at a magistrate's court, coroner's inquest or inquiry.

What you pay:

The first £250 of any claim but limited to £250 in the aggregate per claim for sections 1 to 4.

What we will not pay:

- 1 More than the maximum benefit for each incident.
- 2 Any costs or expenses defending you that we have not agreed beforehand.
- 3 Any compensation, costs and expenses if you are legally responsible only because of a contract you have entered into.
- 4 Any compensation, costs and expenses if the person who is killed, injured or falls ill lives with you or is employed by you.
- 5 Any compensation, costs and expenses if you are responsible for the property damaged or it belongs to any person who lives with you or is employed by you.
- 6 Any compensation, costs and expenses if you are deemed responsible under the laws of the USA or Canada.
- 7 Any compensation, costs and expenses if you are responsible for air, water or soil pollution, unless it can be proved that the pollution took place immediately after and as a result of an accident.
- 8 Any compensation, costs and expenses that arise directly or indirectly from using any power operated lift, hoist, crane, ship, vessel, craft, horse-drawn vehicle or any motor vehicle that you need third party liability cover for under any road traffic law.
- 9 Any compensation, costs and expenses arising from any goods or products you make, alter, repair, service or deliver.

Section 2 - Member to Member (THIS IS EXTRA COVER AND IS ONLY INCLUDED IF YOU HAVE ASKED FOR IT).

In this section, "you" means "members" of the club or society.

What we will pay

If you or your dog injure another member, their dog or damage their property at an organised club event, including organised club events, including, where approved, where sporting guns and ammunition are used we will pay:

- ▶ compensation and costs awarded against you by a court if it decides you are legally responsible for the incident; and,
- ▶ if we agree, the legal cost and expenses for defending a claim against you arising from the incident.

What you pay

The first £250 of any claim but limited to £250 in the aggregate per claim for sections 1 to 4.

What we will not pay:

- 1 More than the maximum benefit for each incident.
- 2 Any costs or expenses defending you that we have not agreed beforehand.
- 3 Any compensation, costs and expenses that are covered by another insurance policy.
- 4 Any compensation, costs and expenses from an incident that takes place as a result of you using ammunition unless disclosed to and specially agreed by us.
- 5 Any compensation, costs and expenses if you are legally responsible only because of a contract you have entered into.
- 6 Any compensation costs and expenses if you have deliberately injured another member, their dog or damaged their property.

SPECIAL CONDITIONS THAT APPLY TO THIS SECTION

- 1 You must not admit responsibility, agree to pay any claim or negotiate with any other person following an incident
- 2 You must allow us to take charge of your claim.
- 3 You must immediately send us any writ, summons or legal documents you receive and you must never send any replies to any of these documents.

Section 3 - Member's Personal Liability (ONLY INCLUDED IF YOU HAVE CHOSEN SECTION 2 MEMBER TO MEMBER LIABILITY).

In this section, "you" means a "member" of the club or society.

What we will pay

- ▶ compensation and costs awarded against you by a court, and,
- ▶ if we agree, the legal cost and expenses for defending a claim against you.

What you pay

The first £250 of any claim but limited to £250 in the aggregate per claim for sections 1 to 4.

What we will not pay:

- 1 More than the maximum benefit for each incident.
- 2 Any costs or expenses defending you that we have not agreed beforehand.
- 3 Any compensation, costs and expenses that are covered by another insurance policy.
- 4 Any compensation, costs and expenses from an incident that takes place as a result of you using ammunition, unless agreed by us beforehand.
- 5 Any compensation, costs and expenses resulting from an incident that takes place as a result of your profession, occupation or business.
- 6 Any compensation, costs and expenses if the person who is killed, injured or falls ill lives with you, is employed by you or is a member of the club or society.
- 7 Any compensation, costs and expenses you are legally responsible for only because of a contract into which you have entered.
- 8 Any compensation, costs and expenses if the property damaged belongs to you or any person who lives with you, is employed by you or is a member of the club or society.
- 9 Any compensation, costs and expenses if you are deemed responsible under the laws of the USA or Canada.
- 10 Any compensation, costs and expenses if you are responsible for air, water or soil pollution, unless it can be proved that the pollution took place immediately after and as a result of an accident involving the pet.

SPECIAL CONDITIONS THAT APPLY TO THIS SECTION

- 1 You must not admit responsibility, agree to pay any claim or negotiate with any other person following an incident.
- 2 You must allow us to take charge of your claim and allow us to prosecute in your name for our benefit.
- 3 You must immediately send us any writ, summons or legal documents you receive and you must never send any replies to any of these documents.

Section 4 - Employers' Liability

In this section, "you" also includes:

- ▶ the owners of any plant you have hired, if this is necessary under the hiring conditions.
- ▶ anyone providing first aid, fire or security services for premises that you are using for your organised club events.
- ▶ your personal representatives.

What we will pay

We will pay you if any of the following happen in the period of cover as a result of your club events.

- 1 If an employee is killed, injured, falls ill or suffers nervous shock as a result of their employment, we will pay
 - ▶ your employee's compensation and costs awarded against you by a court of law; and,
 - ▶ if we agree, the legal cost and expenses for defending a claim against you.
- 2 If someone is killed, we will pay:
 - ▶ solicitors' fees for representing you at any coroner's inquest or fatal accident enquiry.
- 3 If an incident results in an alleged breach of statutory duty by you, we will pay:
 - ▶ solicitors' fees for representing you in any court.
- 4 If an incident results in criminal proceedings against you for breaking the conditions of the Health and Safety at Work Act 1974, the Health and Safety at Work (Northern Ireland) Order 1978 or any similar safety laws, we will pay:
 - ▶ your legal expenses including any appeal against a conviction.
- 5 If an incident results in an inquiry ordered under the Health and Safety Inquiries (Procedure) regulations 1975, we will pay:
 - ▶ your legal expenses including any appeal against the outcome of the inquiry.
- 6 If an employee is injured and awarded compensation and costs by a court, we will pay:
 - ▶ any amount of the award that the employee has not received six months after the award was made as long as there is no appeal going through the courts. They must also agree to transfer to us their legal rights to the award.

What you pay:

The first £250 of any claim but limited to £250 in the aggregate per claim for sections 1 to 4.

What we will not pay

- 1 More than the maximum benefit for each incident.
- 2 Any legal expenses resulting from criminal proceedings under the health and safety legislation if the person involved is not an employee.
- 3 Any legal expenses that are covered by a legal expenses insurance policy.

SPECIAL CONDITIONS THAT APPLY TO THIS SECTION

- 1 We give cover under this policy to comply with the law about the compulsory insurance of liability to employees. If the law makes us pay a claim which we would not have paid if these laws did not exist you must repay us.
- 2 You must not admit responsibility, agree to pay any claim or negotiate with any other person following an incident.
- 3 You must immediately send us any writ, summons or legal documents you receive and you must never send any replies to them.

4 You must allow us to take charge of your claim.

Section 5 - Cups and Trophies

(THIS IS EXTRA COVER AND IS ONLY INCLUDED IF YOU HAVE ASKED FOR IT).

What we will pay

If any cup or trophy owned by the club or society is lost, stolen, damaged or totally destroyed during the period of cover at a club event, in a member's home or in a locked building, we will pay;

- ▶ the cost of repairing a damaged cup or trophy to bring it back to the same condition it was in before it was damaged; or,
- ▶ the cost of replacing the cup or trophy with one that is the same or very similar if the cost of repair is more than it was worth or it is lost, stolen or destroyed.

What you pay

The first £50 of each claim.

What we will not pay:

- 1 More than the maximum benefit for each incident.
- 2 More than £350 for each cup or trophy that is not insured as a separate item.
- 3 Any amount if the cup or trophy is in the open and not being supervised or carried by a person.
- 4 Any amount 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.
- 5 More than the cups or trophies were worth at the time they were lost, stolen, damaged or totally destroyed.
- 6 More than the amount you have insured each cup or trophy for.
- 7 Any amount if the cups and trophies are damaged or totally destroyed by wear and tear, the actions of moths, insects, vermin, pests or any other cause that happens slowly.
- 8 Any amount if the cups and trophies are damaged or totally destroyed while being cleaned, dyed, repaired or restored.
- 9 Any amount if the trophies are damaged or totally destroyed by over-winding or because of a mechanical or electrical breakdown or failure.
- 10 Any amount if the trophies are damaged or totally destroyed because you have not followed the manufacturer's instructions.

SPECIAL CONDITIONS THAT APPLY TO THIS SECTION

- 1 If you have not insured each or all of your cups and trophies for their full value we will only pay a percentage of your claim. The percentage we will pay will be based upon how much of the full value the amount you have insured them for represents.
- 2 You must notify the police immediately you discover your cups or trophies have been lost, stolen or deliberately damaged.

Section 6 - Equipment and Property you own or hire

What we will pay

If any property you own, hire or you are responsible for is lost, stolen, damaged or destroyed during the period of cover when it is being used at or taken to or from a club event or is in a locked building, we will pay:

- ▶ the cost of repairing the property if it is damaged to bring it back to the same condition it was in before it was damaged; or
- ▶ the cost of replacing the property with the same or very similar property if the cost of repair is more than it was worth or it is lost, stolen or destroyed.

What you pay

The first £250 of each claim for tents and the first £50 of each claim for all other property.

What we will not pay

- 1 More than the maximum benefit for each incident.
- 2 More than the property was worth.
- 3 Any amount if buildings, fixtures and fittings you do not own or are not responsible for, money, cups or trophies are lost, stolen damaged or destroyed.
- 4 Any amount if the property is lost, stolen, damaged or is destroyed in the open unless you are using it at the time.
- 5 Any amount if a tent is damaged by the weather.
- 6 Any amount if the property is damaged by wear and tear or the actions of moths, insects, vermin, pest or any other cause that happens slowly.
- 7 Any amount if the property is damaged when it is being cleaned, dyed, repaired or restored.
- 8 Any amount if the property is damaged or destroyed by over winding or because of a mechanical or electrical breakdown or failure.
- 9 Any amount if the property is damaged or destroyed because you have not followed the manufacturer's instructions.

SPECIAL CONDITIONS THAT APPLY TO THIS SECTION

- 1 If you have not insured some or all your property for its full value we will only pay a percentage of your claim. The percentage we will pay will be based upon how much of the full value the amount you have insured your property for represents.
- 2 You must notify the police immediately you discover any of your property has been lost, stolen or deliberately damaged.

Section 7 - Abandoned Events (ONLY INCLUDED IF YOU HAVE CHOSEN SECTION 6)

What we will pay

If all or part of a club event has to be cancelled or stopped because of something outside your control we will pay any amount you cannot recover.

What you pay:

The first £100 of each claim.

What we will not pay:

- 1 More than the maximum benefit of section 6 for each club event.
- 2 Any amount if the club event is cancelled or stopped because of the weather.
- 3 Any amount if the club event is cancelled or stopped because not enough people attend or take part.
- 4 Any amount if the organised club event is cancelled or stopped because of a lack of money or financial support.
- 5 Any amount if the organised club event is cancelled because somebody booked to attend cancels, does not arrive or leaves early.
- 6 Any claim due to foot and mouth or any other livestock contamination

Section 8 – Money

(THIS IS EXTRA COVER AND IS ONLY INCLUDED IF YOU HAVE ASKED FOR IT).

What we will pay

Any amount if money is lost, stolen damaged or destroyed during the period of cover:

- ▶ at a club event.
- ▶ while being taken to or from a bank by an official or committee member of the club or society.
- ▶ while in a locked safe in a building or a bank night safe.
- ▶ while in the home of an official or committee member.

- ▶ while an official or committee member is taking the money to or from their home.

What we will not pay:

- 1 More than the maximum benefit for each incident where money is lost, stolen damaged or destroyed.
- 2 Any amount because of mistakes in counting or bookkeeping.
- 3 Any other financial loss as a result of money being lost, stolen, damaged or destroyed.
- 4 Any amount because money has been stolen by an official, committee member or a member of their family if it is not discovered within 7 days.
- 5 Any amount caused by fraud or dishonesty of an official, committee member or member of their family if it is not discovered within 7 days.
- 6 If money is lost, stolen, damaged or destroyed when it is in an unattended vehicle.
- 7 Any amount if money is lost or stolen from a coin operated machine.
- 8 Any amount because of the use of forged money
- 9 Any amount if money has depreciated in value.

SPECIAL CONDITIONS THAT APPLY TO THIS SECTION

- 1 All amounts of over £1000 must be looked after by two able bodied adults.
- 2 An accurate record of all money must be kept in a different place to where the money is kept.
- 3 You must notify the police immediately you discover any money is lost, stolen, deliberately damaged or destroyed.

General Exclusions

This policy does not cover the following:

- 1 Any loss or damage caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity.
- 2 Any loss or damage caused by war, riot, revolution or any similar event.
- 3 Any loss or damage in Northern Ireland caused by an act of terrorism, the use or threatened use of violence to scare or intimidate, malicious persons, civil disobedience, strikes, people taking part in labour disturbances or the involvement directly or indirectly of any unlawful organisation.
- 4 Any legal expenses resulting from criminal proceedings because of a deliberate act by you.
- 5 Any fines or penalties.

How to Claim

You must let us know of any circumstances which are likely to lead to a claim.

Please write to:

Claims Department
Showsurance
Ascot House
High Street
Ascot SL5 7HG

Alternatively, you may phone us on 0870 730 8433.

Law Applicable to Contract

Your policy is governed by and construed in accordance with English Law. The language and all communications with you will be in English.