Tel: 01328-857921 Fax: 01328-857959 e-mail: info@cliverton.co.uk

CLIVERTON

15-17 Norwich Road Fakenham Norfolk NR21 8AU

SCHEDULE AND CERTIFICATE OF INSURANCE

Insured Name and Address:

Pennine Training Area

Risk Address:

Liability - within the United Kingdom Material Risks

Underwritten by certain underwriters and administered by Cliverton in accordance

with the authority granted under binding authority agreements by

SECURITY:

Sections 1 and 2 Aspen Insurance UK Limited Sections 3 to 10 Ecclesiastical Insurance Office plc

CERTIFICATE NO: D1991795

POLICY FORM: EIO CTN CC3 (11.16) **REASON FOR ISSUE: New Business**

14th March 2020 PERIOD: From: 15th March 2019 To: (Both inclusive)

BUSINESS: Bona Fide Dog Club including weekly training meetings, committee meetings/AGM/Christmas Party.

Unlimited Events Included

(and no other)

BROKER: Cliverton

SECTIONS OF COVER APPLYING

Public and Products Liability 1 Insured 2 **Employers Liability** Insured Property Damage 3 Insured **Business Interruption** 4 Not insured Goods in Transit Not insured **Business Money** Not insured 7 Glass Not insured 8 Specified All Risks Not insured Personal Accident 9 Not insured **Deterioration of Refrigerated Stock** Not insured

THE PREMIUM Insurance Premium £245.00 £29.40 Insurance premium tax

Policy Fee £15.00 TOTAL £289.40

In witness whereof this Certificate has been signed in Norfolk on behalf of Aspen Insurance UK Limited and Ecclesiastical Insurance Office plc

...... Date 13th March 2019

Certificate No. D1991795 Insured Pennine Training Area

SECTIONS OF COVER INSURED

Cover

SECTION 1 – PUBLIC AND PRODUCTS LIABILITY

Limit of Indemnity £5,000,000 **Public Liability** Any one accident or series of accidents arising out of one original cause

Care Custody and Control extension Not Insured Any one accident or series of accidents (liability to animals)

arising out of one original cause Professional Indemnity extension £500,000 In the aggregate any one period of

insurance

Loss of keys extension Not Insured In the aggregate any one period of

insurance

Products Liability £5,000,000 In the aggregate any one period of

insurance

SECTION 2 - EMPLOYERS LIABILITY

Cover **Limit of Indemnity Employers Liability** £10,000,000 Any one accident or series of accidents

arising out of one original cause

SECTION 3 - PROPERTY DAMAGE

Sum Insured Property Insured perils Club & Society Contents & £500 1,2,3,4,5,6,7,8,12

Equipment

Please refer to Section 3 of your policy document for a full definition of the numbered perils.

SECTION 4 - BUSINESS INTERRUPTION

Business Interruption - Not insured

Increased Cost of Working - Not insured

SECTION 5 - GOODS IN TRANSIT

Not insured

SECTION 6 - BUSINESS MONEY

Money in Transit Not insured

Money on the Premises Not insured

SECTION 7 - GLASS

Not insured

SECTION 8 - SPECIFIED ALL RISKS

Not insured

SECTION 9 - PERSONAL ACCIDENT

Not insured

SECTION 10 – DETERIORATION OF REFRIGERATED STOCK

Not insured

POLICY EXCESSES APPLYING

The Insured shall bear the following amounts of each and every loss, after the application of the condition of average:

Section 1	Public and Products Liability	Nil other than £100 excess in respect of third party property damage
	C.C.C Extension	£50 each and every claim
	P.I Extension	Nil
Section 2	Employers Liability	Nil
Section 3	Property Damage	£250 in respect of buildings (portacabins £500)
		£100 in respect of all other claims
Section 4	Business Interruption	Nil
Section 5	Goods in Transit	£100
Section 6	Business Money	£100
Section 7	Glass	£100
Section 8	Specified All Risks	£100
Section 9	Personal Accident	Nil other than 7 day deferment period in respect of temporary total disablement by accident
Section 10	Deterioration of Refrigerated Stock	£100

Insured Pennine Training Area Certificate No. D1991795

The following endorsements apply to your policy

ASP23 - Event Exclusion

We will not indemnify **You** in respect of claims arising from fairground rides, bouncy castles, fireworks, motorised children's rides, clay pigeon and target shooting.

An event includes up to four days of public show/event, plus one day either side for setting up/dismantling.

We will not indemnify **You** in respect of any event which **You** organise where the maximum attendance exceeds 1,000 per day **or** 5,000 over the course of the event.

We will not indemnify **You** in respect of sponsored walks and/or events on public spaces unless the appropriate local authority and police approvals have been obtained.

ASP33 - Public Handling of Animals

Where animals are handled by the public, it is condition precedent to liability that:

- a) No animals are used which are scheduled in the Dangerous Wild Animals Act 1976 and 1984 (and as subsequently amended)
- b) You or an Employee are in attendance at all times
- c) A hand wash is provided
- d) Suitable notices are displayed

ASP37 - Total Abuse Exclusion

We will not indemnify **You** in respect of **Your** legal liability arising directly or indirectly out of or in connection with sexual abuse or other abuse of any kind.

For the purposes of this exclusion "sexual abuse" is defined as an action deemed to be an offence under the provisions of the Sexual Offences Act 1956, Section 1 (1) of the Indecency with Children Act 1964, section 54 of the Criminal Law Act 1977, section 1 of the Protection of Children Act 1978 and all sections of the Sex Offenders Act 1977.

ASP51 - Voluntary Helpers

It is a condition precedent to liability that the Employers' Liability section is selected and the appropriate premium is paid in all cases where **You** employ paid staff or helpers.

The Public Liability section of this **Policy** is extended to indemnify **You** against claims arising through accidental **Injury**, or physical **Damage** caused by club officials, members or voluntary helpers whilst they are working on **Your Business** as if the accidental **Injury**, or physical **Damage** had been caused by **You**.

ASP52 - Member's Liability (Clubs)

The Public Liability section of this **Policy** extends to indemnify any member of the club in accordance with the insuring clauses against legal liability in respect of claims arising through accidental **Injury** or physical **Damage** to any other member or to any **Property** belonging to any other member whilst the member is engaged in club activities and happening during the **Period of Insurance**.

The Public Liability section of this **Policy** extends to indemnify any member of the club in accordance with the insuring clauses against legal liability in respect of claims arising through accidental **Injury** or physical **Damage** to any third party or to any **Property** belonging to any third party whilst the member is engaged in club activities and happening during the **Period of Insurance**.

Provided that **Our** total liability does not exceed the **Limit of Indemnity** stated in this Section of the **Schedule**.

ASP55a - Products Liability

Section 1 – Sub Section B – Products Liability

It is a condition precedent to liability under this **Policy** that:

You only use proprietary feedstuff brands and that these are used and stored in accordance with manufacturers' instructions.

Feedstuffs are sold in the manufacturer's original packaging and no feedstuff is re-packaged by **You** other than dry grains, meal, hay and biscuits

The **Policy** does not cover losses arising from the sale of feedstuffs for feeding to animals intended for ultimate human consumption

You maintain full rights of recourse against any manufacturer or supplier with whom **You** have entered into a legal contract for the provision of **Products** as defined by the **Policy**.

ASP59 - Professional Indemnity Extension to Section 1 Public and Products Liability

Notwithstanding Exclusion 6 to Sub-Section A – Public Liability We will indemnify You against:

- All sums which You become legally liable to pay as Compensation in respect of claims first made against You and notified to Us during the Period of Insurance arising out of breach of professional duty by reason of negligent act error or omission.
- 2. Your Costs and Expenses in connection with a claim or circumstance that may give rise to a claim under this extension.

Provided that **Our** aggregate liability under this extension for all **Compensation** including **Costs and Expenses** during any one **Period of Insurance** will not exceed the **Limit of Indemnity** stated in the **Schedule**

What is Not Covered.

We will not be liable for:

- 1. Any amount of **Excess** shown in the schedule
- 2. Any liability or Costs and Expenses in respect of:
 - a) Claims involving allegations of libel or slander.
 - b) Claims made against You outside the Territorial Limits of this Policy.
 - c) Claims arising out of circumstances known to You or Your Employees prior to inception of this Policy.
 - d) Claims made by a Partner or Director of You or any other financially interested party in the Business.
 - e) Wilful dishonest or fraudulent acts committed by **You** or **Your Employees** that may give rise to a claim under this **Policy**.
 - f) Errors omissions or neglect in treatment administered by You or Your Employees
 - g) Any act error or omission committed or alleged to have been committed prior to the retroactive date stated in this Extension.
 - h) Claims made against **You** under a contract or agreement which would not have attached in the absence of such contract or agreement.

Retroactive date: 15 March 2019

Claims Condition applying to this Extension.

You shall give immediate notice of any claim or any circumstance that may give rise to a claim under this Extension immediately and without delay to **Us** at the claims notification address stated in this **Policy**.

Subject otherwise to all other terms limitations exclusions and conditions of this Policy.

ASP65 - Retail and Internet Sales

We will not indemnify **You** in respect of retail or internet sales of **Products** for use or delivery outside Great Britain, The Isle of Man, The Channel Islands and Northern Ireland.

EIO1 - Tools of trade/equipment and All Risks items

It is a condition precedent to liability under Section 8 'Specified All Risks' that all tools of trade, small tools and mobile equipment, mobile phones, laptops and mobile electronic equipment are kept in a locked building or vehicle when not in use.

Theft from vehicles left unattended is excluded unless the vehicle is parked in a locked garage or building.

The basis of settlement is re-instatement, provided that the sums insured are maintained at a level to allow for new for old replacement.

Club & Society Equipment

Marquee worth £500

Claims

It is a requirement that you give notice within 7 days to Cliverton or your Insurers, of any event which may give rise to a claim

Tel: 01328-857921 Fax: 01328-857959

e-mail: info@cliverton.co.uk

CLIVERTON

15-17 Norwich Road Fakenham Norfolk NR21 8AU

CONFIRMATION OF COVER

CERTIFICATE NO: D1991795

We act as insurance brokers to

Pennine Training Area

Business Description

Cover

Bona Fide Dog Club including weekly training meetings, committee meetings/AGM/Christmas Party. Unlimited Events Included

We confirm that for the period 15th March 2019 to 14th March 2020 we have arranged the following liability insurance

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Public Liability	£5,000,000
Professional Indemnity	£500,000
Products Liability	£5,000,000
Employers Liability	£10,000,000

The Public Liability cover includes Indemnity to Principal

No excess applies other than £100 excess in respect of the third party property damage

Limit of Indemnity

This cover is underwritten by Aspen Insurance UK Limited and Ecclesiastical Insurance Office plc.

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d	Date	13th March 2019



Certificate of Employers' Liability Insurance

Unpaid Voluntary Helpers Only

(where required by regulation 5 of the Employers Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Certificate No: D1991795

1 Name of policy holder:

2 Date of commencement of insurance policy:

3 Date of expiry of insurance:

Pennine Training Area 15th March 2019 14th March 2020

We hereby certify that subject to paragraph 2:-

1 the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies; and

2 the minimum amount of cover provided by this policy is no less than £5,000,000

Signed on behalf of those subscribing to the above policy (Authorised Insurers)

Signature

Note: The information below this line does not form part of the statutory certificate. Those Underwriters on whose behalf this certificate is issued require the following information to be entered by the issuing intermediary:

Name of Issuing intermediary Lycett, Browne-Swinburne & Douglass Ltd Milburn House Dean Street Newcastle-upon-Tyne NE1 1PP

Issuing intermediary's reference: (if different from the Policy Number stated above)

NMA2838 (28.1.99)