



# Lloyd's Insurance

Effected through Worldwide Special Risks

21 Verulam Road, St Albans,  
Hertfordshire, AL3 4DG ENGLAND.

Tel: 01727 843 686 / Fax: 01727 855 089



**This is to Certify** that in accordance with the authorisation granted under the Contract B0621F33096917 to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be established by reference to the Contract detailed above which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium shown in the Schedule, the Underwriters are bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained in or endorsed on this Certificate.

**In Witness** where of this Certificate has been signed for and on behalf of Worldwide Special Risks

Signed: \_\_\_\_\_

Date: 23/05/2017

**IN ALL COMMUNICATIONS THE CERTIFICATE NUMBER APPEARING IN LINE ONE OF THE SCHEDULE SHOULD BE QUOTED**

## INTRODUCTION

This document the Schedule and any endorsement and warranties should be read as if they were one document and, together they form the contract between the Insured and Underwriters.

These documents set out what is and what is not covered. The Schedule shows the sections of cover chosen and any special terms that apply. This is a legal document and should be kept in a safe place. Please check that all documents are correct and they are understood.

For the avoidance of doubt this wording is intended to comply with the Insurance Act.

If there are any questions about this document or if there is anything which is incorrect please contact Worldwide Special Risks (Contact details on Page 1) or the broker or agent who arranged this insurance.

### INFORMATION PROVIDED IN RELATION TO THIS INSURANCE.

In deciding to accept this insurance and in setting the terms and premium, Underwriters have relied on information that the Insured has provided. The Insured has a duty to inform Underwriters of every material circumstance that they know or ought to know, in a way that is reasonably clear and accessible to Underwriters, (the **Insured** has a duty to inform **Underwriters** of every material circumstance that they know or ought to know (duty of fair presentation)). The Insured also has a duty to answer any questions Underwriters have asked of them accurately and to ensure that any information provided by the Insured is correct.

If Underwriters establish that the Insured deliberately or recklessly provided them with false information they will treat this insurance as if it never existed, decline all claims and retain the premium.

If the Insured is in breach of their duty in providing Underwriters with the information they have relied upon in accepting this insurance and setting its terms, but the Insured's breach was not deliberate or reckless, Underwriters may:

- Treat this insurance as if it never existed and refuse to pay all claims and return the premium paid. **Underwriters** will only do this if they would not have offered the **Insured** insurance cover had the **Insured** provided **Underwriters** with complete and accurate information; or
- Amend the terms of this insurance. Underwriters will then apply these amended terms as if they were already in place at the time of the circumstances giving rise to a claim; and/or
- Reduce the amount paid on a claim in the proportion the premium paid bears to the premium the Underwriters would have charged.

The Insured will be advised in writing if Underwriters:

- Intend to treat this insurance as if it never existed; or
- Need to amend the terms of this insurance; or
- Intend to reduce the amount that would be paid on any claim.

## SCHEDULE

**Certificate Number:** PL45261Q711XA

**Insured:** The Wheelyboat Trust

**Address:** North Lodge  
Burton Park  
Petworth  
GU28 0JT

**Period of Insurance:** From: 18<sup>th</sup> May 2017  
To: 14<sup>th</sup> June 2017 (inclusive)

**Period of the Event:** 14<sup>th</sup> June 2017

### THE EVENT(S)

**Nature:** Exhibitor

**Event Name:** The Rivertime Accessible Regatta

**Venue:** Bisham Abbey Sailing School, Marlow, SL7 1RR

### Limit of Indemnity

<b>Public Liability</b>	GBP 10,000,000	any one occurrence
<b>Food and Drink</b>	GBP 10,000,000	any one occurrence and in the aggregate
<b>Pollution</b>	GBP 10,000,000	any one occurrence and in the aggregate
<b>Combined Single Limit of Indemnity</b>	GBP 10,000,000	any one insured event
<b>EXCESS</b>	GBP 250	each and every loss

**Territorial Limits** England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

**PREMIUM** GBP 100.00

**Insurance Premium Tax:** GBP 10.00

**Total Payable at Inception:** GBP 110.00

**Claims Notification To:** The **Underwriters**  
Worldwide Special Risks,  
21 Verulam Road,  
St Albans,  
Herts. AL3 4DG  
+44(0)1727 843686

or

Davies Casualty Claims  
5 Paris Parklands  
Railton Road  
Guildford GU2 9LX  
+44(0)344 856 2235

Scott Smith (Senior Specialist Adjuster)  
+44(0)344 856 3866  
+44(0)7773 480336  
[Scott.Smith@argentadjusters.co.uk](mailto:Scott.Smith@argentadjusters.co.uk)

or

Mark Wookey (Manager)  
+44(0)7773 033972

## DEFINITIONS

When the words listed below are highlighted in **bold** type they carry the following meaning wherever they appear in the Certificate and are defined as follows:

<b>Underwriters</b>	Worldwide Special Risks, a trading name of Worldwide Hole 'N One Ltd on behalf of QBE Casualty Syndicate 386 managed by QBE Underwriting Limited (company number 01035198, Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 204858.
<b>Employee(s)</b>	<ul style="list-style-type: none"><li>a) person under a contract of service or apprenticeship with the <b>Insured</b>;</li><li>b) self-employed person labour only sub-contractor labour master or person supplied by any of them;</li><li>c) person seconded to acquire work experience under a scheme or otherwise;</li><li>d) person hired to or borrowed by or volunteered to the <b>Insured</b>;</li></ul> whilst working for the <b>Insured</b> in the course of or in connection with the <b>Event</b> .
<b>Event</b>	the <b>Event(s)</b> specified in the Schedule only and no other activity.
<b>Excess</b>	the amount to be deducted by the <b>Underwriters</b> from the total agreed amount of each and every claim including any legal costs incurred for physical loss of or physical damage to material property.
<b>Food and Drink</b>	food or drink sold or supplied by the <b>Insured</b> in connection with the <b>Event</b> .
<b>Indemnity / Indemnify</b>	the process of providing compensation to place the <b>Insured</b> in the same financial position as if the loss had not occurred.
<b>Injury</b>	bodily injury death illness disease or shock causing bodily injury.
<b>Insured</b>	the person(s) (including the legal personal representatives in the event of the <b>Insured's</b> death in respect of liability incurred by the <b>Insured</b> ) Group(s) or Companies stated in the Schedule.
<b>Pollution or Contamination</b>	<ul style="list-style-type: none"><li>a) all Pollution or Contamination of buildings or other structures, or of water or land or the atmosphere;</li><li>b) all <b>Injury</b>, loss or damage to material property directly or indirectly caused by Pollution or Contamination arising from <b>Polluting or Contaminating or Seeping Substances</b>.</li></ul>

**Polluting or  
Contaminating or  
Seeping Substances**

any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapour, fumes, acid, alkalis, chemicals, dust, micro-organisms and waste including material to be recycled, reconditioned or reclaimed.

**Products**

goods or other material property sold, supplied, delivered, installed, erected, processed, repaired, altered, treated or tested by or on behalf of the **Insured**.

**Proposal**

any signed proposal form or declaration and or any information supplied by or on behalf of the **Insured** in connection with this Certificate.

**Territorial Limits**

the Territorial Limits of this Certificate are as stated in the Schedule.

**Venue**

the location stated in the Schedule where the **Event** is scheduled to take place.

## THE COVER

The **Underwriters** will **Indemnify** the **Insured** for all sums which the **Insured** becomes legally liable to pay as damages or compensation and claimants costs and expenses arising out of accidental:

- (1) **Injury** to any person;
- (2) physical loss of or physical damage to material property;
- (3) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water;

occurring within the **Territorial Limits** and arising solely and directly in connection with the **Event** during:

- 1- the **Period of the Event**; or
- 2- the 48 hours immediately prior to the **Period of the Event** solely and directly for the purpose of preparation for the **Event**; or
- 3- the 48 hours immediately after the **Period of the Event** solely and directly for the purpose of decommissioning any equipment and tidying up at the **Venue**;
- 4- the **Period of Insurance** solely and directly for activities directly related to preparation for the **Event**.

The maximum liability of the **Underwriters** in respect of all **Indemnity** payable under this Certificate of Insurance in respect of or arising out of any one occurrence attributable to one original cause or source will not exceed the **Combined Single Limit of Indemnity** stated in the Schedule.

Provided that the liability of the **Underwriters** for all **Indemnity** payable in respect of or arising out of **Food and Drink** will not exceed the **Limit of Indemnity** stated in the Schedule in any one **Period of Insurance**.

The **Underwriters** will pay in addition to the **Limit of Indemnity**, legal costs and expenses incurred with **Underwriters'** written consent for:

- (a) representation at any coroners inquest or inquiry in respect of any death;
- (b) defending in any court of summary jurisdiction or any proceedings in respect of any act or omission which may be the subject of **Indemnity** under this insurance.

## CONDITIONS PRECEDENT

This Certificate of Insurance contains a number of conditions precedent to **Underwriters'** liability. It is important that the **Insured** reads and understand these conditions. If the **Insured** does not comply with these conditions a claim may be rejected or payment could be reduced. In some circumstances the Certificate might be invalid.

In the event of breach of a condition precedent **Underwriters** will have no liability under this insurance in respect of any **Loss** or **Damage** caused by such a breach unless that condition precedent does not define the risk as a whole and the **Insured** can prove that the breach in no way could have increased the risk of the **Loss** or **Damage**.

It is a condition precedent to the **Underwriters'** liability under this Certificate that the **Insured** must:

- |   |   |
|---|---|
| <b>Laws</b>                                 | 1) observe and comply with all laws, regulations or requirements whether National, State or local of the country(ies) necessarily involved in the holding of the <b>Event(s)</b> .  |
| <b>Truth of Statements</b>                  | 2) have truthfully declared all essential information or knowledge in the <b>Proposal</b> concerning the <b>Event(s)</b> after having made all reasonable enquiries to establish such information or knowledge which could be likely to influence the <b>Underwriters</b> in determining:<br>a) whether to accept the risk;<br>b) the amount of the premium;<br>c) any Conditions, Exclusions, terms or limitations to be applied to this Certificate;                  |
| <b>Observance of Certificate Conditions</b> | 3) at all times observe and comply with the Conditions, terms and endorsements of this Certificate.   |
| <b>Pre-Existing Knowledge</b>               | 4) have no knowledge after having made reasonable enquiry of any undisclosed matter fact or circumstance which is likely to give rise to a claim under this Certificate:<br>a) at the commencement of the <b>Period of Insurance</b> ;<br>b) at the date additional <b>Event(s)</b> are added to this Certificate;<br>c) at the date any changes, additions or increases to the <b>Event(s)</b> insured under this Certificate are advised to the <b>Underwriters</b> . |
| <b>Reasonable Care</b>                      | 5) a) take all reasonable precautions to prevent any claim(s) and minimise the loss arising in connection with any claim(s);<br>b) comply with statutory and other obligations and regulations;   |



- c) keep proper records and books of account and/or other records of all monies actually or due to be expended or received in connection with the **Event(s)** and permit the **Underwriters**, at all reasonable times, to have free access to such records and in the event of a claim give all information, explanations and assistance as the **Underwriters** may require.

**Changes in Information Provided**

- 6) as soon as possible advise the **Underwriters** of any changes to the information provided in relation to this Certificate of Insurance.

**Sub Contractors**

- 7) check and ensure that all sub-contractors engaged by the **Insured** hold a Public Liability policy current for the whole **Period of the Event(s)** providing:
  - a) Public Liability insurance of not less than the **Limit of Indemnity** provided to the **Insured** under this Certificate and stated in the Schedule;
  - b) an indemnity to the **Insured** as principal.

## EXCLUSIONS

This Certificate does not cover any claim or legal liability directly or indirectly caused by arising from or contributed to by;

- Nuclear Risks**
- 1)
    - (a) loss or destruction of or damage to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
    - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
      - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
      - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;

- War Risks**
- 2) any contingency occasioned by or happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

- Terrorism**
- 3) legal liability or any cost or expense of whatsoever nature or wheresoever arising directly or indirectly caused by, resulting from or in connection with:
    - a) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
    - b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**;

For the purpose of this Exclusion, an act of **Terrorism** means an act, including but not limited to, the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto), committed for political, religious, ideological or similar purposes including the intention to influence any government (de jure

or de facto) and/or to put the public or any section of the public in fear.

In any action, suit or other proceedings where the **Underwriters** allege that by reason of this Exclusion any legal liability cost or expense is not covered by this Certificate of Insurance (or is covered only up to a specified Limit of Liability), the burden of proving that such legal liability cost or expense is covered (or is covered beyond the Limit of Liability) will be upon the **Insured**.

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect.

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| <b>Sonic Bangs</b>                                  | 4)  | liability arising from any loss or damage by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.   |
| <b>Fraud</b>  | 5)  | liability arising from any fraudulent act or if any fraudulent means or devices are used by the <b>Insured</b> or anyone acting with the <b>Insured's</b> knowledge.   |
| <b>Liability under an Agreement</b>                 | 6)  | liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement.   |
| <b>Fines or Penalties</b>                           | 7)  | finer, penalties, punitive, exemplary, aggravated, liquidated or multiple damages.   |
| <b>Injury to Employees</b>                          | 8)  | liability for Injury to any <b>Employee</b> where such Injury arises out of and in the course of employment by the <b>Insured</b> .  |
| <b>Property in Insured's Custody</b>                | 9)  | liability for or arising out of loss of or damage to<br>a) material property in the custody or control of, or owned by the Insured or any <b>Employee</b> , other than premises including contents not owned rented to or leased by the <b>Insured</b> but temporarily occupied by the <b>Insured</b> in order that work thereon may be effected by the <b>Insured</b> or <b>Employee(s)</b> ;<br>b) any underground services. |
| <b>Alcohol and Illegal Substances</b>               | 10) | liability arising from or contributed to by the effects of alcoholic drinks, illegal drugs or other illegal substances.  |
| <b>Professional or Remedial Advice or Treatment</b> | 11) | liability caused by or through or in connection with remedial, professional or other advice or treatment given or administered or any failure to give advice or treatment or any lack of professional skill.   |

- Financial Loss** 12) liability for economic loss not consequent upon bodily injury or damage.
- Liability for Actions of Contractors or Stall-Holders** 13) liability arising from injury or damage caused by or contributed to by contractors or independent stall-holders unless the **Insured** has received documentary evidence that such party or parties hold current and valid Public and Products liability insurance and must provide such documentary evidence in the event of a claim.
- Excess** 14) the amount stated in the Schedule of any claim for physical loss of or physical damage to material property for which the **Underwriters** will not be liable to **Indemnify** the **Insured**.

- Cyber Liability**
- 15) a) any loss of or alteration to or damage to;  
or  
b) a reduction in the functionality, availability or operation of a computer system or programme, hardware, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of the **Insured's** e-activities.

For the purpose of this exclusion e-activities means any use of electronic networks including the internet and private networks, intranets, extranets ,electronic mail, worldwide web and similar medium, carried out by the **Insured** or by any person, persons, partnership, firm or company acting for the **Insured** or on the **Insured's** behalf.

- Asbestos**
- 16) or involving asbestos or any materials containing asbestos in whatever form or quantity.

- Outdoor Events**
- 17) in respect of any **Event** which takes place not in a permanent building liability arising in respect of:  
a) damage to the Ground of the **Venue**;  
b) damage to any marquee(s) or Temporary Structure(s) at the **Event**;

- Products**
- 18) directly or indirectly arising out of any **Products** other than **Food and Drink** sold or supplied in connection with the **Event**.

- Dangerous Dogs**
- 19) liability arising from the ownership of any animal falling within the scope of the Dangerous Dogs Act 1991.

- Pollution or Contamination**
- 20) liability in respect of **Pollution or Contamination** including the cost of removing, nullifying or cleaning up **Polluting or Contaminating or Seeping Substances** or Remediation unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**.

Provided that:

- a) all **Pollution or Contamination** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place;

- b) the liability of the **Underwriters** for all damages and claimants costs and expenses payable in respect of all **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** will not exceed in the aggregate the **Limit of Indemnity** stated in the Schedule but in no event will this Certificate of Insurance cover any liability in respect of **Pollution or Contamination** including the cost of removing, nullifying or cleaning up **Polluting or Contaminating or Seeping Substances or Remediation** in the United States of America or Canada.

**Vehicles and Craft**

- 21) liability arising in connection with:
  - a) watercraft, hovercraft or aircraft;
  - b) any mechanically propelled vehicle which is required to be insured under any road traffic legislation.

**Excluded Activities**

- 22) liability arising in connection with the operation or use of:
  - a) firearms;
  - b) fireworks or explosives or pyrotechnics of any kind;
  - c) mechanical rides or fairground rides;
  - d) inflatable devices (including bouncy castles);
  - e) bungee running or bungee jumping;
  - f) quad bikes, go-carts or any motorised activity on land, in water or in the air;
  - g) trampolines;

## EXTENSIONS

### 1) Contractual Liability and Indemnity to Principal

Notwithstanding anything contained in this Certificate to the contrary the **Underwriters** will, subject otherwise to the terms, exclusions, conditions and endorsements of this Certificate, **Indemnify** the **Insured** against liability in respect of **Injury** to any person or physical loss of or physical damage to material property arising solely and directly in connection with the **Event(s)** to the extent that any contract or agreement entered into by the **Insured** with any principal so requires, the **Underwriters** will:

- a) **Indemnify** the **Insured** against liability assumed by the **Insured**.
- b) **Indemnify** the principal in like manner to the **Insured** in respect of the liability of the principal arising out of the performance by the **Insured** of such contract or agreement provided that:
  - i) the conduct and control of claims is vested in the **Underwriters**;
  - ii) the principal must observe fulfil and be subject to the terms, conditions and endorsements of this Certificate so far as they can apply;
  - iii) the **Indemnity** will not apply to liability in respect of liquidated damages or under any penalty clause;
  - iv) the **Indemnity** granted under this clause will not apply to liability to any person who is an **Employee** of the **Insured**;

Where any **Indemnity** is provided to any principal, the **Underwriters** will treat each principal and the **Insured** as though a separate Certificate had been issued to each of them, provided that nothing in this clause will increase the liability of the **Underwriters** to pay any amount in respect of any one claim or during any one **Period of Insurance** in excess of the amounts stated in the Schedule:

### 2) North American Jurisdiction

Notwithstanding anything contained in this Certificate to the contrary it is understood and agreed that Section 1 of this Certificate is amended to apply in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (including any order made anywhere in the World to enforce such judgement, award, payment or settlement either in whole or part) or in respect of legal costs, fees and expenses pertaining thereto.

Provided always that in respect of legal liability of the **Insured** arising under lawsuits brought in, or subject to, the jurisdiction of any Court of Law in the United States of America, its territories or possessions or Canada, and its judgements or orders obtained in the aforesaid Courts for enforcement in any other Court of Law whether by way of reciprocal agreement, conventions or otherwise:

- a) The **Limits of Indemnity** as stated in this Certificate are inclusive of all legal costs, fees and expenses;
- b) This Certificate does not apply to awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever;

## GENERAL CONDITIONS

It is a condition of the **Underwriters'** liability under this Certificate of Insurance that

- |                           |   |
|---------------------------|---|
| <b>Legal Jurisdiction</b> | 1) this Certificate of Insurance will be governed by and be construed in accordance with the laws of England and Wales.   |
| <b>Non-Disclosure</b>     | 2) there has been no misrepresentation misdescription or non disclosure of any material fact.   |
| <b>Change in Interest</b> | 3) this Certificate of Insurance will cease if the insurable interest of the <b>Insured</b> in this Certificate of Insurance ceases except by will or operation of the law.   |
| <b>Premium</b>            | 4) the <b>Insured</b> :<br>a) must pay the premium upon request;<br>b) will not be entitled to a return of premium for cancellation of this Certificate of Insurance.   |
| <b>Non Contribution</b>   | 5) this Certificate of Insurance does not cover any liability for which indemnity is recoverable under any other insurance except for an amount in excess of that recoverable under that other insurance.   |
| <b>Cancellation</b>       | 6) <b>Underwriters</b> may cancel this entire insurance or individual Insured Sections by giving notice in writing to the <b>Insured</b> at the <b>Insured</b> 's last known address. <b>Underwriters</b> will only do this if they have a valid reason for doing so. Valid reasons may include but are not limited to: <ul style="list-style-type: none"><li>• Non-payment of premium;</li><li>• a change in the risk which means that <b>Underwriters</b> can no longer provide cover;</li><li>• non-cooperation or failure to supply any information or documentation that <b>Underwriters</b> require;</li><li>• the Insured's failure to meet one or more of the terms and conditions which are a requirement for providing cover.</li></ul> |

If **Underwriters** cancel on account of deliberate and reckless misrepresentation or non-disclosure by or on behalf of the **Insured**, the effective date of termination will be immediate and **Underwriters** will be entitled to retain all premium paid.

If **Underwriters** cancel for reasons other than deliberate and reckless misrepresentation or non-disclosure the notice of termination will state the effective date of termination, which will be not less than thirty (30) days from the mailing of the notice and the **Insured** will be entitled to a return of premium for the unexpired portion of the **Period of Insurance**.



**Rights of Third Parties**

- 7) A person or organisation who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

**Sanction Limitation and Exclusion**

- 8) The **Underwriters** will not provide cover nor be liable to pay any claim or provide any benefit under this Certificate to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Underwriters** or any member of the **Underwriters'** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any other country.

## CLAIMS PROCEDURES

### **The Insured's Responsibilities**

- 1) It is a condition of the **Underwriters'** liability that the **Insured** must:
  - a) report any occurrence which may result in a claim being made under this Certificate of Insurance to the party(ies) named in the Claims Notification provision stated in the Schedule at the beginning of this Certificate, by the most urgent means available and then confirm in writing with as much information as possible as soon as possible and submit full details at the **Insured's** own expense.
  - b) provide evidence, information and assistance as required and a statutory declaration of the truth of the claim in a timely manner, if requested.
  - c) not pay or agree to pay any claim or admit or deny any liability in respect of any claim without the written consent of the **Underwriters**.
  - d) notify the **Underwriters** without delay of any writ or impending prosecution inquest or inquiry and send any relevant documentation to the **Underwriters** as soon as it is received without making any acknowledgment of receipt.
  - e) provide all help assistance and co-operation required by the **Underwriters** in connection with any claim.

### **The Underwriters' Rights**

- 2) **The Underwriters:**
  - a) may seek to enter the **Venue** where the claim has arisen and the **Insured** must provide all reasonable assistance therewith.
  - b) will have sole conduct and control of claims and may at its discretion take over the defence and settlement of any claim at any time in the name of the **Insured** or other persons entitled to **Indemnity** under this Certificate of Insurance.
  - c) may take legal proceedings in the name of the **Insured** but for the **Underwriters'** benefit to recover any payments or costs or secure an indemnity from any other party.

### **Subrogation**

- 3) at the request and expense of the **Underwriters** the **Insured** must take or permit to be taken all necessary steps to enforce rights against any other party whether or not any payment has been made under this Certificate of Insurance.

## COMPLAINTS PROCEDURE

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your insurance or the handling of a claim you should, in the first instance, contact Worldwide Special Risks or your claims handler as detailed on your claims documentation.

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to:

**Compliance Department,**  
Worldwide Special Risks,  
21 Verulam Road,  
St Albans, Herts.  
AL3 4DG  
Tel: +44(0)1727 843686

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's. The address of the Complaints team at Lloyd's is:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Should your complaint be in relation to a decision outside of the control of Worldwide Special Risks or any other matter we will acknowledge receipt and advise you, which company and/or underwriter will be dealing with your complaint and when you can expect to receive a further response.

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

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Making a complaint does not affect your right to take legal action.

## **FINANCIAL SERVICES COMPENSATION SCHEME**

Benefits insured by Certain Underwriters at Lloyd's and administration/sales services provided by Worldwide Special Risks, are covered by the Financial Services Compensation Scheme (FSCS). The **Insured** may be entitled to compensation from the Scheme if Worldwide Special Risks or Lloyd's Underwriters are unable to meet their obligations to the **Insured** under this contract. If the **Insured** is entitled to compensation under the Scheme, the level and extent of the compensation would depend on the type of business and circumstances of the claim, Non-compulsory insurance products and insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further Information about the Scheme is available from the:

### **Financial Services Compensation Scheme (FSCS)**

10th floor Beaufort House,  
15 St Botolph Street,  
London EC3A 7QU  
[www.fscs.org.uk](http://www.fscs.org.uk).

## **AUTHORISATION AND REGULATION**

Worldwide Special Risks are authorised and regulated by the Financial Conduct Authority F.C.A. registration number 305121.

In this contract of insurance, Lloyd's Underwriters' syndicate number and proportion is:

QBE Casualty Syndicate number 386 – 100%

Lloyd's Underwriters bind themselves severally and not jointly, that is, in the event of a loss, each of the Underwriters (and their Executors and Administrators) is liable only for their own share of their syndicate's proportion of the risk.

The Insured or their representative can obtain the name of each Underwriter and their respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

Lloyd's Underwriters are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Lloyd's Underwriters' Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

## **THE DATA PROTECTION ACT 1998**

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to third parties.

In addition, we may pass information that you have provided to us, including sensitive personal data, to selected third parties such as the Police, fraud and credit reference agencies and other bodies to substantiate information provided to us by you, to assist in the prevention and detection of fraudulent claims or as part of our anti-money laundering procedures.

By accepting this contract of insurance, you will be considered to have consented to the use of your data in this way and also to have obtained the consent for us to use in this way any data provided by you relating to other insured party.