

**STERLING INSURANCE COMPANY LIMITED
MODEL RAILWAY EXHIBITION ORGANISERS'
PROTECTION POLICY**

**Specially arranged by
CHELMSFORD INSURANCE CENTRE CORPORATE SERVICES LTD**

We are pleased to welcome you as a policyholder of Sterling Insurance Company Limited.

This policy is evidence of the contract which you have made with the Company and the completed proposal form incorporating the declaration which you have signed and any other information provided by you in addition to the proposal form or in substitution therefor is the basis of the contract.

The policy, schedule, endorsements and warranties are to be read together as one contract and words and expressions to which specific meanings have been given in any part of the contract shall have such specific meanings wherever they appear. Any reference to a statutory provision shall include reference to any statutory amendment or modification thereof.

The Company will indemnify or compensate you the insured by payment or, at its option, by replacement, reinstatement or repair in the event of loss, destruction, damage or liability occurring during the period of insurance, subject to the terms and conditions of the policy.

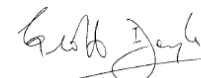
The policy consists of the	Page(s)
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The policy has been prepared in accordance with your instructions - please read it carefully to make certain that it meets your requirements. Chelmsford Insurance Centre will be pleased to provide any further information which you may require.

Alterations to the cover will be confirmed by the issue of a new schedule which you should file with your policy. Please refer to these replacement documents and the policy to obtain precise details of the cover currently in force.



N G Cooper
Director



G W Doyle
Director

Sterling Insurance Company Limited
Registered in England and Wales No. 00498605
Head and Registered Office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey, TW9 1SQ

Customer service information

1. Sterling Insurance Company Limited: Sterling Insurance Company Limited is a private company limited by shares, registered in England and Wales number 498605. It underwrites General Insurance Business.

It is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates financial services.

Our FSA register number is 202012. You can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Sterling Insurance Company Limited is a member of Sterling Insurance Group Limited, Registered Office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ.

We undertake to refund the premium in full if you are not satisfied with the cover provided by your policy if it is returned within 14 days of issue, but if there has been an incident which has resulted or could result in a claim you must reimburse us for any amounts we have paid or may be required to pay in respect of that incident.

2. Claims: If you have a claim, or are aware of an incident that could result in a claim, please contact Sterling Insurance Company Limited on 0845 271 1300.

3. Complaints Handling Procedure: A copy of our complaints handling procedure is available on request by writing to the Customer Services Manager at Sterling Insurance Company Limited, 3rd Floor, Blackburn House, 22-26 Eastern Road, Romford, Essex RM1 3PJ or telephone 01708 777900.

4. Disability Discrimination Act 1995: In accordance with the Disability Discrimination Act 1995 we are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

5. Duration of contract: The first period of insurance under your Model Railway Exhibition Organisers' Protection Policy will be the period of the exhibition (including setting up and dismantling) not exceeding 3 days in all unless otherwise requested by you and agreed by the Company.

6. Enquiries or complaints: If you wish to make a complaint about any aspect of our service, you should write to the Customer Services Manager at Sterling Insurance Company Limited, 3rd Floor, Blackburn House, 22-26 Eastern Road, Romford, Essex RM1 3PJ or telephone 01708 777900.

Please provide all relevant details of your policy and in particular your policy number to enable your enquiry to be dealt with speedily.

If you remain dissatisfied you may have the right to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

If you have an enquiry or complaint about the suitability of the policy for your needs or about the advice or service you received from the insurance intermediary through whom you purchased your policy, you should contact them directly.

Following this procedure will not affect your legal rights.

7. 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 claims. Further information about compensation scheme arrangements is available from the FSCS.

8. Law applicable to the contract: We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date. The policy terms and conditions and other information we are required to send you will be supplied in English and we will communicate with you in English throughout the duration of the policy, unless you and we agree otherwise.

9. Premiums: Premiums are payable to Chelmsford Insurance Centre. Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.

RME05 Alarm warranty (DualCom / RedCare GSM signalling)

It is warranted by the insured that

- 1 the premises be protected by an intruder alarm installation complying with the undernoted Requirements or as otherwise agreed with the Company in writing
 - 2 the intruder alarm installation be maintained in full and efficient working order
 - 3 no alteration to or substitution of
 - a) any part of the intruder alarm installation
 - b) the procedures agreed with the Company for police authority or any other response to any activation of the intruder alarm installation
 - c) the maintenance contract
 - 4 be made without the written agreement of the Company
 - 5 the alarmed premises be not left without at least one responsible person therein without the agreement of the Company
 - a) unless the intruder alarm installation be set in its entirety with the means of communication used to transmit signals in full operation
 - b) if the police authority have withdrawn their response to alarm calls
 - 6 all keys to the intruder alarm installation be removed from the premises when they are left unattended
 - 7 the insured maintains secrecy of codes for the operation of the intruder alarm installation and no details of same be left on the premises
 - 8 the insured has appointed at least two keyholders and has lodged written details (which must be kept up to date) with the alarm company and police authorities
 - 9 in the event of notification of any activation of the intruder alarm installation or interruption of the means of communication during any period that the intruder alarm installation is set, a keyholder shall attend the premises as soon as reasonably possible and shall not leave the premises without at least one responsible person remaining therein until the provisions of paragraph 4 of this warranty have been complied with unless specifically agreed by the Company in writing
 - 10 in the event of the insured receiving any notification
 - a) that police authority attendance in response to alarm signals or calls from the intruder alarm installation may be withdrawn or the level of response reduced or delayed
 - b) from a local authority or magistrate imposing any requirement for abatement of nuisance
 - c) that the intruder alarm installation cannot be returned to or maintained in full and efficient working order
- the insured shall advise the Company as soon as possible and in any event not later than 10 am on the Company's next working day and comply with any subsequent requirements stipulated by the Company.

Requirements for the intruder alarm system

- 1 The intruder alarm system must be designed and installed to the requirements of either BS4737 or EN50131 – Alarm Systems - Intrusion Systems: Part 1, General Requirements and must be installed and maintained under contract by a company which appears in the National Security Inspectorate's (NSI) or Security Systems & Alarms Inspection Board's (SSAIB) directory of approved companies.
- 2 The intruder alarm system must include either DualCom, DualCom Plus or BT RedCare GSM signalling, involving an automatic telecommunications link and secondary signalling path between the premises and a central monitoring station certified as conforming to BS5979 – Code of Practice for Remote Centres receiving signals from security systems.
- 3 The intruder alarm system must be subject to police authority response Level 1 as described in the Association of Chief Police Officers policy on Intruder Alarm Systems.
- 4 All telephone lines used for the remote signalling must, wherever possible, enter the premises underground or in a concealed manner.

KH3041 12.06

RME04 Alarm warranty (RedCare signalling)

It is warranted by the insured that

- 1 the premises be protected by an intruder alarm installation complying with the undernoted Requirements or as otherwise agreed with the Company in writing
- 2 the intruder alarm installation be maintained in full and efficient working order
- 3 no alteration to or substitution of
 - a) any part of the intruder alarm installation
 - b) the procedures agreed with the Company for police authority or any other response to any activation of the intruder alarm installation
 - c) the maintenance contractbe made without the written agreement of the Company
- 4 the alarmed premises be not left without at least one responsible person therein without the agreement of the Company
 - a) unless the intruder alarm installation be set in its entirety with the means of communication used to transmit signals in full operation
 - b) if the police authority have withdrawn their response to alarm callsall keys to the intruder alarm installation be removed from the premises when they are left unattended
- 6 the insured maintains secrecy of codes for the operation of the intruder alarm installation and no details of same be left on the premises
- 7 the insured has appointed at least two keyholders and has lodged written details (which must be kept up to date) with the alarm company and police authorities
- 8 in the event of notification of any activation of the intruder alarm installation or interruption of the means of communication during any period that the intruder alarm installation is set, a keyholder shall attend the premises as soon as reasonably possible and shall not leave the premises without at least one responsible person remaining therein until the provisions of paragraph 4 of this warranty have been complied with unless specifically agreed by the Company in writing
- 9 in the event of the insured receiving any notification
 - a) that police authority attendance in response to alarm signals or calls from the intruder alarm installation may be withdrawn or the level of response reduced or delayed
 - b) from a local authority or magistrate imposing any requirement for abatement of nuisance
 - c) that the intruder alarm installation cannot be returned to or maintained in full and efficient working orderthe insured shall advise the Company as soon as possible and in any event not later than 10 am on the Company's next working day and comply with any subsequent requirements stipulated by the Company.

Requirements for the intruder alarm system

- 1 The intruder alarm system must be designed and installed to the requirements of either BS4737 or EN50131 – Alarm Systems - Intrusion Systems: Part 1, General Requirements and must be installed and maintained under contract by a company which appears in the National Security Inspectorate's (NSI) or Security Systems & Alarms Inspection Board's (SSAIB) directory of approved companies.
- 2 The intruder alarm system must include BT RedCare signalling, involving an automatic telecommunications link between the premises and a central monitoring station certified as conforming to BS5979 – Code of Practice for Remote Centres receiving signals from security systems.
- 3 The intruder alarm system must be subject to police authority response Level 1 as described in the Association of Chief Police Officers policy on Intruder Alarm Systems.
- 4 All telephone lines used for the remote signalling must, wherever possible, enter the premises underground or in a concealed manner.

Definitions and interpretation

In this policy

accidental damage means damage caused by accidental and external means

act of terrorism means an activity that

- a) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof, and appears to be intended to
- b)
 - i) intimidate or coerce a civilian population, or
 - ii) disrupt any segment of the economy of a government de jure or de facto, state or country, or
 - iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
 - iv) affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking

asbestos means asbestos, asbestos fibres, any derivatives of asbestos and any product containing asbestos, asbestos fibres or any derivatives of asbestos

bodily injury means death, injury, illness, disease or shock

business means the organisation of the model railway exhibition stated in the schedule

Company means Sterling Insurance Company Limited

deductible means the amount for which the insured will be responsible and which will be deducted from each and every claim

employee means

- a) any person under a contract of service or apprenticeship with the insured or with some other employer and who is supplied to or hired to or borrowed by the insured
 - b) any labour master or labour only sub-contractor or any person supplied by them
 - c) any self employed person or voluntary helper performing work of a kind ordinarily performed under a contract of service or apprenticeship with the insured provided that such work is under the immediate supervision and control of the insured
 - d) any person under a Government or otherwise authorised work experience, training, study, exchange or similar scheme
- whilst engaged in work in connection with the business

hazardous activity means

- a) bonfires, fireworks or other pyrotechnical devices
- b) inflatable play equipment
- c) fairground or any other mechanical or electrical rides of any kind
- d) ballooning, parascending, parachuting, paragliding, sky-diving, model aircraft or any other flying or airborne activity or involvement with aircraft including, but not limited to, demonstrations, displays, aerobatics, fly-pasts or the like
- e) driving or riding motor-propelled vehicles
- f) bungee jumping, trampolines, Velcro walls or any apparatus or activity utilising safety harness or ropes to prevent, decelerate or arrest falls from height
- g) "It's a knockout" competitions or any team sports
- h) any waterborne or underwater activity
- i) stilt walkers, firewalkers or any other circus or stunt acts
- j) archery, paintball or shooting of any kind
- k) battle or military re-enactments or reconstructions
- l) donkey or pony derbies or rides
- m) displays of or involving animals other than domestic animals
- n) any other activity in which participants or spectators are exposed to exceptional peril

period of insurance means the period stated in the schedule

pollution or contamination means pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health

premises means the location of the model railway exhibition organised by the insured

products means any goods, including containers, packaging, labeling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by the insured in connection with the business and no longer in the insured's possession or control

territorial limits means Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

the insured means the person, persons or company named in the schedule

unattended vehicle means any vehicle left without the insured or any employee or a responsible adult remaining therein or in the immediate vicinity thereof.

RME03 Alarm warranty (Remote signalling)

It is warranted by the insured that

- 1 the premises be protected by an intruder alarm installation complying with the undernoted Requirements or as otherwise agreed with the Company in writing
 - 2 the intruder alarm installation be maintained in full and efficient working order
 - 3 no alteration to or substitution of
 - a) any part of the intruder alarm installation
 - b) the procedures agreed with the Company for police authority or any other response to any activation of the intruder alarm installation
 - c) the maintenance contract
 - 4 be made without the written agreement of the Company
 - 5 the alarmed premises be not left without at least one responsible person therein without the agreement of the Company
 - a) unless the intruder alarm installation be set in its entirety with the means of communication used to transmit signals in full operation
 - b) if the police authority have withdrawn their response to alarm calls
 - 6 all keys to the intruder alarm installation be removed from the premises when they are left unattended
 - 7 the insured maintains secrecy of codes for the operation of the intruder alarm installation and no details of same be left on the premises
 - 8 the insured has appointed at least two keyholders and has lodged written details (which must be kept up to date) with the alarm company and police authorities
 - 9 in the event of notification of any activation of the intruder alarm installation or interruption of the means of communication during any period that the intruder alarm installation is set, a keyholder shall attend the premises as soon as reasonably possible and shall not leave the premises without at least one responsible person remaining therein until the provisions of paragraph 4 of this warranty have been complied with unless specifically agreed by the Company in writing
 - 10 in the event of the insured receiving any notification
 - a) that police authority attendance in response to alarm signals or calls from the intruder alarm installation may be withdrawn or the level of response reduced or delayed
 - b) from a local authority or magistrate imposing any requirement for abatement of nuisance
 - c) that the intruder alarm installation cannot be returned to or maintained in full and efficient working order
- the insured shall advise the Company as soon as possible and in any event not later than 10 am on the Company's next working day and comply with any subsequent requirements stipulated by the Company.

Requirements for the intruder alarm system

- 1 The intruder alarm system must be designed and installed to the requirements of either BS4737 or EN50131 – Alarm Systems - Intrusion Systems: Part 1, General Requirements and must be installed and maintained under contract by a company which appears in the National Security Inspectorate's (NSI) or Security Systems & Alarms Inspection Board's (SSAIB) directory of approved companies.
- 2 The intruder alarm system must include remote signalling, involving an automatic telecommunications link between the premises and a central monitoring station certified as conforming to BS5979 – Code of Practice for Remote Centres receiving signals from security systems.
- 3 Where remote signalling is by digital communicator this must be connected via an ex-directory, outgoing only telephone line and must incorporate a line fault monitor.
- 4 The intruder alarm system must be subject to police authority response Level 1 as described in the Association of Chief Police Officers policy on Intruder Alarm Systems.
- 5 All telephone lines used for the remote signalling must, wherever possible, enter the premises underground or in a concealed manner.

Endorsements and Warranties

The following endorsements and warranties apply only if they are shown in the schedule under the heading "Endorsements and warranties applicable".

RME01 Minimum Security Requirements

The door used as the final exit from the premises must be fitted with a 5 lever mortise deadlock complying with British Standard 3621 or a lock of superior quality approved by the Company

All other external doors must be secured in a similar manner as described above or must be fitted with top and bottom mortise or surface-mounted bolts with detachable keys

All accessible windows must be fitted with key operated window locks with detachable keys

Sliding patio doors must be fitted at top and bottom with key operated security locks with detachable keys.

RME02 Alarm warranty (Bells Only signalling)

It is warranted by the insured that

- 1 the premises be protected by an intruder alarm installation complying with the undernoted Requirements or as otherwise agreed with the Company in writing
- 2 the intruder alarm installation be maintained in full and efficient working order
- 3 no alteration to or substitution of
 - a) any part of the intruder alarm installation
 - b) the maintenance contractbe made without the written agreement of the Company
- 4 the alarmed premises be not left without at least one responsible person therein without the agreement of the Company unless the intruder alarm installation be set in its entirety with the means of communication used to transmit signals in full operation
- 5 all keys to the intruder alarm installation be removed from the premises when they are left unattended
- 6 the insured maintains secrecy of codes for the operation of the intruder alarm installation and no details of same be left on the premises
- 7 the insured has appointed at least two keyholders and has lodged written details (which must be kept up to date) with the alarm company and police authorities
- 8 in the event of notification of any activation of the intruder alarm installation or interruption of the means of communication during any period that the intruder alarm installation is set, a keyholder shall attend the premises as soon as reasonably possible and shall not leave the premises without at least one responsible person remaining therein until the provisions of paragraph 4 of this warranty have been complied with unless specifically agreed by the Company in writing
- 9 in the event of the insured receiving any notification
 - a) from a local authority or magistrate imposing any requirement for abatement of nuisance
 - b) that the intruder alarm installation cannot be returned to or maintained in full and efficient working orderthe insured shall advise the Company as soon as possible and in any event not later than 10 am on the Company's next working day and comply with any subsequent requirements stipulated by the Company.

Requirements for the intruder alarm system

- 1 The intruder alarm system must be designed and installed to the requirements of either BS4737 or EN50131 – Alarm Systems - Intrusion Systems: Part 1, General Requirements and must be installed and maintained under contract by a company which appears in the National Security Inspectorate's (NSI) or Security Systems & Alarms Inspection Board's (SSAIB) directory of approved companies.
- 2 The intruder alarm system must include signalling by means of external self-actuating bells to both the front and rear of the property.

General Conditions

- 1 **Avoidance of policy**
This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.
- 2 **Cancellation**
The Company may cancel this policy by sending a recorded delivery letter to the last known address of the insured giving seven days notice. The Company may refund a proportionate part of the unexpired portion of the premium
The insured may cancel this policy at any time by giving written instructions to the Company, but will not be entitled to any refund of premium if this occurs after the commencement of the period of insurance.
- 3 **Change in risk**
This policy shall be voidable from the date of the change if
 - a) the insured's interest ceases other than by death or
 - b) the business be wound up or carried on by a liquidator or receiver or permanently discontinued or
 - c) any alteration be made either in the business or in the premises or in any property therein or in any other circumstances which may increase the possibility of loss, destruction, damage or accidental bodily injury covered by this policyat any time after the commencement of this insurance unless the Company has agreed in writing to its continuance.
- 4 **Claims**
It is a condition precedent to the liability of the Company that on the happening of any event which could result in a claim under this policy (disregarding any deductible) the insured shall
 - a) immediately advise the Company in writing
 - b) not make any admission of liability or promise of payment without the Company's written consent
 - c) immediately notify the police following loss, destruction or damage by theft, riot, vandalism or malicious act or if property be accidentally lost
 - d) inform the Company immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. Every letter, claim, writ or other document relating to any accident, claim, prosecution or civil proceedings must be sent to the Company immediately, unacknowledged
 - e) give all such information and assistance as the Company may request.
- 5 **Contracts (Rights of Third Parties) Act 1999**
No person, persons, company or other party who is not named as the insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.
- 6 **Death of the insured**
In the event of the death of the insured the Company will in respect of liability or loss incurred by the insured indemnify the insured's personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall as though they were the insured observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.
- 7 **Disputes**
Provided that liability under this policy has been admitted, if there is any dispute over the amount to be paid by the Company the matter will be referred to arbitration and the arbitrator will be appointed by the parties concerned according to the relevant statutory provisions in force at the time. In such a case there will be no right of action against the Company until an award is made.

8 **Fraud**
If the insured or anyone acting for the insured makes a claim under this policy knowing the claim to be false or fraudulent in any respect or if any damage is caused by wilful act of or with the connivance of the insured the Company will not pay the claim and all cover under the policy will cease from the date of the incident or circumstances in respect of which the fraudulent claim was made.

9 **Insurance Premium Tax**
Effective from 1st October 1994, the premium will be subject to insurance premium tax as set out in the Finance Act 1994 (or as amended by subsequent legislation) and detailed in the policy schedule or renewal notice issued from that date.

10 **Law applicable to the contract**
Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

11 **Other insurance**
If at the time of the occurrence of any incident which may result in the insured being held legally liable for the consequences thereof and which is covered under this policy there is any other insurance in force which covers the same legal liability, the Company's liability will be limited to its rateable proportion.

12 **Reasonable care**
It is a condition precedent to the liability of the Company that the insured shall at his own expense

- a) take all reasonable precautions to prevent loss, destruction, damage, accident or bodily injury
- b) take all reasonable measures to ensure that the premises, buildings and other maintainable property are kept in a satisfactory state of repair
- c) comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use inspection and safety of property and the safety of persons
- d) as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be effected as the circumstances may require
- e) exercise due care in the selection and supervision of employees.

13 **Subrogation**
Before or after the Company has indemnified the insured the Company will be entitled to undertake in the name of and on behalf of the insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the insured to recover compensation or secure indemnity from any third party in respect of anything covered by this policy.

14 **Warranty**
Every warranty shall from the time the warranty attaches apply and continue to be in force during the period of insurance. Non-compliance with any such warranty in so far as it increases the risk of loss, destruction, damage or accidental bodily injury shall be a bar to any claim for such loss, destruction, damage or accidental bodily injury.

g) use of any article contrary to manufacturers' instructions
h) storm or flood unless the property is contained in an enclosed vehicle or in a building
i) change in temperature colour flavour texture or finish
2 loss, destruction or damage by theft or attempted theft from any unattended vehicle
3 loss, destruction or damage by theft or attempted theft from any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
4 loss, destruction or damage by theft or malicious persons to layouts in gardens or other open spaces
5 breakage of valves, bulbs or watch glasses
6 consequential loss of any kind or description
7 the first £100 of each and every claim.

Section 3 – Property Damage

Cover

The Company will, at the request of the insured, indemnify exhibitors by payment or, at its option, by reinstatement or repair in respect of loss, destruction or damage to property belonging to such exhibitors, in so far as such property is not otherwise insured, caused by any accident or misfortune occurring whilst it is at such of the following situations as is specified in the schedule;

- Situation 1 – solely whilst at the model railway exhibition stated in the schedule
- Situation 2 – whilst at the model railway exhibition stated in the schedule or whilst in transit thereto or therefrom.

Limits of liability

The Company's liability in respect of all occurrences shall not exceed

- a) in total the sum insured stated in the schedule
- b) £5,000 in respect of any one single article unless specified in the schedule
- c) the sum insured set against each item in the schedule.

Basis of claims settlement

Following loss, destruction or damage insured by this section and subject to the adequacy of the Limit of liability the Company will pay in respect of

- a) property constructed by or on behalf of the exhibitor (whether or not from a kit) and other property not of proprietary manufacture – the cost of repairing or replacing the property equal to its condition when new not exceeding the value of the material only plus the cost of labour expended in repair or reinstatement limited in all to the value stated in Ramsay's British Model Trains Catalogue or such other authority as may be agreed between the Company and the insured
- b) all other property - the cost of repairing or replacing the property equal to its condition when new, with verification of value being obtained from Ramsay's British Model Trains Catalogue or from such other authority as may be agreed between the Company and the insured.

Provided that

- i) the repair or replacement is carried out without delay and in the most economical manner
- ii) when property is partially lost, destroyed or damaged the Company's liability shall not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- iii) in the event of loss, destruction or damage to any article forming part of a set the basis of settlement shall be a reasonable and fair assessment of the value of that article as part of the set but in no event shall the amount payable represent the total value of the set
- iv) until replacement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation
- v) where for any reason no payment is to be made on the basis of repair or replacement as new (liability being otherwise admitted) then the liability of the Company will be arrived at as if this basis of claims settlement had not been incorporated herein and the basis of claims settlement shall then be deemed to read –
following loss, destruction or damage insured by this section and subject to the adequacy of the sums insured and to the Limit of liability the Company will pay the cost of repair or replacement of the property at the time of the loss, destruction or damage after due allowance for wear, tear or depreciation.

Special exclusions

The Company will not be liable under this section for

- 1 loss, destruction or damage caused by or consisting of
 - a) wear, tear or depreciation or diminution in value
 - b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - c) faulty or defective workmanship or operational error or omission
 - d) mechanical or electrical defect, failure, breakdown or derangement
 - e) atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin, pests, pets, magnetic fields, sand or grit
 - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, alteration or maintenance of any property

General Exclusions

The Company will not be liable for

- 1 loss, destruction or damage to property or any cost or expense, consequential loss or bodily injury directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - e) an act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an act of terrorism. If the Company alleges that by reason of this sub-paragraph any loss, destruction, damage, cost, expense, consequential loss or bodily injury is not covered by this policy the burden of proving the contrary shall be upon the insured
 - f) pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds
 - g) confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority
 - h) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any computer system, or any hardware, program, software, data, information repository, disk, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus.
 - 2 a) loss, destruction or damage to property caused by pollution or contamination except (unless otherwise excluded) loss, destruction or damage to the property insured caused by
 - i) pollution or contamination which itself results from a contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the period of insurance
 - ii) any contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which itself results from pollution or contamination
 - b) loss under Section 1 - Public Liability of this policy resulting from legal liability directly or indirectly caused by or arising from pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance provided that
 - i) all pollution or contamination arising out of such event will be deemed to be one occurrence irrespective of the length of time over which such pollution or contamination occurs
 - ii) the liability of the Company for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance will not exceed the amount stated against the Public Liability section in the schedule
- Definition and interpretation - for the purposes of General Exclusion 2 b) only**
pollution or contamination includes
- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - (b) all loss or damage or injury directly or indirectly caused by such pollution or contamination.

- 3 loss, destruction or damage
- a) to property undergoing any process involving the application of heat
 - b) to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
 - c) arising from theft or attempted theft where the insured or any member of the insured's family or household be concerned as principal or accessory
 - d) due to theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware
 - i) during any period when the business has ceased to trade whether the premises are unfurnished or otherwise
 - ii) whilst the buildings are unfurnished or untenanted
 - e) due to disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information

4 loss, destruction or damage or any expense or consequential loss happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss destruction damage expense or consequential loss by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

- 5
- i) loss, destruction or damage
 - ii) consequential loss, additional expenditure or extra expenses
 - iii) legal liability
 - iv) other fees, costs, disbursements, awards or other expenses of whatsoever nature

directly or indirectly caused by or consisting of or contributed to by or arising from the failure in whole or in part of –

- a) any computer
- b) any data processing equipment or media, microchip, integrated circuit or similar device
- c) any computer software

whether the property of the Insured or not and whether occurring before, during or after the year 2000 to achieve all or any of the purposes and effects intended by the use of any number and/or word to denote a date, including the failure to –

- i) correctly recognise any date as its true calendar date
- ii) recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
- iii) recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as the result of the operation of any command which has been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but in respect of all sections other than Public Liability and Employers' Liability this shall not exclude subsequent loss, destruction or damage to property specifically insured by any item, section or endorsement of this policy, or any expense or any consequential loss additional expenditure or extra expense (not otherwise excluded) which itself results from the following contingencies or perils –

Fire, lightning, explosion, aircraft and other aerospace devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, impact by any mechanically propelled vehicle or by goods falling therefrom or by animals, theft or any attempt thereat, storm, flood, or escape of water or oil from any pipe tank or apparatus.

- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
 - e) the costs incurred, with the Company's written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy arising out of and in the course of employment in the business will not exceed
 - i) £5,000,000 as regards bodily injury which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any act of terrorism
 - ii) £10,000,000 as regards any other bodily injury
- in respect of any one claim against the insured or series of claims against the insured arising out of one cause.

Special exclusions

The Company will not be liable under this section in respect of

- 1 liability arising from and or caused by any processes or work in connection with any of the following
 - a) asbestos
 - b) power stations, nuclear installations or establishments
 - c) refineries, bulk storage or production premises in the oil, gas or chemical industries
 - d) offshore installations, oil or gas rigs

Definition and interpretation - for the purposes of this Special exclusion only

 - **offshore installation** means any platform or rig or any aircraft or vessel servicing a platform or rig
 - it is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an offshore installation.
 - e) railways or railway installations
 - f) towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
 - g) aircraft, aerospace devices, hovercraft, watercraft other than hand propelled watercraft and other watercraft not exceeding seven metres in length
 - h) work underground, underwater or airside
 - i) loading or discharging of vessels or other work on ships
 - j) piling or the use of explosives
 - k) any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair and prior permission for any such demolition is obtained in writing by the insured from the Company
- 2 liability arising directly or indirectly out of exposure or inhalation of, or fears of the consequence of exposure to, or inhalation of asbestos
- 3 damages for bodily injury unless the action is brought against the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Special conditions

- 1 The indemnity granted includes protection to the insured as required by any law relating to compulsory insurance of the employer's legal liability to his employees whilst employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.
- 2 The Company may at any time pay to the insured the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
- 3 If this policy or this section is cancelled then any Certificate of Employers' Liability insurance issued by the Company is deemed to be cancelled at the same time and must be returned to the Company within seven days.

Section 2 – Employers’ Liability

Cover

The Company will indemnify the insured against all amounts which the insured shall become legally liable to pay as damages in respect of accidental bodily injury to any employee if such injury arises out of and in the course of his employment by the insured in the business and occurring

- a) during the period of insurance
- b) within the territorial limits
- c) elsewhere in the world in respect of any journey or temporary visit in connection with the business by the insured or any director, partner or employee of the insured normally resident within the territorial limits provided such journey or visit is not for the purpose of performing manual work

Additional cover

The cover under this section is extended to include the following

Cross liabilities

Where there is more than one person named as the insured in the schedule this section shall apply separately to each named person as if each is insured by a separate policy, provided always that the maximum liability of the Company in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

Health and Safety at Work etc. Act 1974

The Company will indemnify the insured and, at the request of the insured, any director, partner or employee of the insured against legal costs and expenses incurred, with the Company’s written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the period of insurance, including legal costs and expenses incurred with the written consent of the Company in an appeal against conviction arising from such proceedings.

The Company will not be liable for

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by the insured
- d) more than £10,000 in any one period of insurance.

Indemnity to other persons

The Company will indemnify at the request of the insured

- a) any director, partner or employee of the insured
- b) any officer, committee member or other person employed by the insured’s catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with the consent of the insured an employee is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by the insured for the performance of work
- e) the owner of plant hired by the insured but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death

against legal liability in respect of which the insured would have been entitled to indemnity under this policy if the claim had been made against the insured.

Provided that

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) the Company will retain the sole conduct and control of any claim
- iv) the maximum liability of the Company in the aggregate for damages to the insured and any such persons shall not exceed the Limit of liability.

Limit of liability

The Company’s liability in respect of

- a) accidental bodily injury to employees
- b) all legal costs recoverable from the insured by any claimant
- c) any other costs and expenses of litigation incurred with the Company’s written consent

Section 1 - Public Liability

The Company will indemnify the insured against all amounts which the insured shall become legally liable to pay as damages in respect of

- a) accidental bodily injury to any person
 - b) accidental loss or destruction of or accidental damage to material property
 - c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property
- happening in connection with the business and occurring
- i) during the period of insurance
 - ii) within the territorial limits.

Additional cover

The cover under this policy is extended to include the following

Compensation for court attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the insured is entitled to indemnity under this policy the Company will provide compensation to the insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the insured £250
- b) any employee £100.

Cross liabilities

Where there is more than one person named as the insured in the schedule this policy shall apply separately to each named person as if each is insured by a separate policy, provided always that the maximum liability of the Company in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

Health and Safety at Work etc. Act 1974

The Company will indemnify the insured and, at the request of the insured, any director, partner or employee of the insured against legal costs and expenses incurred, with the Company’s written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the period of insurance, including legal costs and expenses incurred with the written consent of the Company in an appeal against conviction arising from such proceedings.

The Company will not be liable for

- a) fines and penalties of any kind
- b) legal costs and expenses where an indemnity is provided by any other insurance
- c) proceedings arising out of any deliberate act or omission by the insured
- d) more than £250,000 in any one period of insurance.

Indemnity to other persons

The Company will indemnify at the request of the insured

- a) any director, partner or employee of the insured
- b) any officer, committee member or other person employed by the insured’s catering, social, sports, educational or welfare organisations or first aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with the consent of the insured an employee is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by the insured for the performance of work
- e) the owner of plant hired by the insured but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death

against legal liability in respect of which the insured would have been entitled to indemnity under this policy if the claim had been made against the insured.

Provided that

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) the Company will retain the sole conduct and control of any claim
- iv) the maximum liability of the Company in the aggregate for damages to the insured and any such persons shall not exceed the Limit of liability.

Limit of liability

The Company's liability in respect of damages for any occurrence giving rise to any one claim against the insured or series of claims against the insured arising out of one cause will not exceed the amount stated in the schedule.

The Company will also pay

- a) all legal costs recoverable from the insured by any claimant
- b) any other costs and expenses of litigation incurred with the Company's written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with the Company's written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this policy.

Special exclusions

The Company will not be liable under this policy in respect of

- 1 bodily injury to any employee arising out of and in the course of his employment by the insured in the business
- 2
 - a) loss or destruction of or damage to property
 - b) bodily injury sustained by any person arising from the ownership, possession or use by or on behalf of the insured of
 - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled vehicle or plant or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation
- 3 bodily injury sustained by any person riding or travelling in or upon any model railway locomotive or rolling stock
- 4 loss or destruction of or damage to
 - a) property owned by or leased, hired or rented to the insured
 - b) property belonging to or held in trust by or in the custody of or under the control of the insured or any director, partner or employee of the insured other than the property of customers or visitors temporarily on or about the premises, but excluding all property undergoing or awaiting testing, repair, servicing, alteration, maintenance, cleaning or inspection
- 5 liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement
- 6 liability arising from or caused by
 - a) breach of professional duty
 - b) the provision of advice or any plan, design, formula or specification given separately for a fee
 - c) any diagnosis, treatment (other than first aid treatment), therapy, medical advice, aerobic or other fitness related instruction given or performed or administration of drugs or medicines
 - d) the use of solarium, sunbeds, saunas and hydro-massage facilities
 - e) the use of welding or flame cutting equipment or asphalt bitumen or tar heaters
 - f) loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support
 - g) the ownership or maintenance of buildings or premises or land used in connection therewith
 - h) any hazardous activity
- 7 liability arising from and or caused by any processes or work in connection with asbestos

- 8 bodily injury or loss or destruction of or damage to property caused by a product (other than food or drink for consumption at the premises by directors, partners, employees or visitors of the insured)
- 9 loss or destruction of or damage to products nor the cost of making good or recalling such products
- 10 loss or destruction of or damage to that part of any property upon which the insured is or has been working
- 11 liability arising directly or indirectly out of exposure to or inhalation of, or fears of the consequence of exposure to, or inhalation of asbestos
- 12 the cost of cleaning up or removal of or damage to property arising out of any asbestos
- 13 liability at law for loss, damage, cost or expense of whatsoever nature directly or indirectly arising out of, contributed by, caused by, resulting from, or in connection with any of the following, or any action taken in controlling, preventing, suppressing, retaliating against or responding to any of the following, regardless of any other cause or event contributing concurrently or in any other sequence of the loss:
 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government de jure or de facto or martial law
 - b) riots, strikes or civil commotion
 - c) an act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an act of terrorism
- 14 If the Company alleges that by reason of this exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses is not covered by this policy the burden of proving the contrary shall be upon the insured
- 15 fines, penalties or liquidated, punitive or exemplary damages
- 16 damages for bodily injury or loss or destruction of or damage to property unless the action is brought against the insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- 16 the first £100 of each claim for loss or destruction of or damage to property.

Special conditions

- 1 It is a condition precedent to the liability of the Company that the undernoted precautions shall be complied with whenever there be any burning of waste or other materials
 - a) the work shall be in a clear area at a distance of at least 15 metres from any property
 - b) waste or other materials shall be checked to ensure that no explosive substances or pressurised containers are present
 - c) suitable fire extinguishing appliances shall be available for instant use and in the immediate proximity of any fire for controlling or extinguishing the fire
 - d) fires will not be left unattended
 - e) reasonable precautions shall be taken to prevent the escape of smoke or dust in a way which might cause nuisance or danger to persons passing by or to the property of any person
 - f) all fires shall be extinguished at least one hour before leaving the area.
- 2 The Company may at any time pay to the insured the amount of the Limit of liability less any amount already paid, or any lesser amount for which such claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.