



Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD  
Tel 0114 250 2770 Fax 0114 250 2777

## **Stationary Engine Insurance**

Thank you for your enquiry.

Herewith are details of Stationary Insurance from where you will note that the policy and that Road Trailer, Home Workshop, Product Liability and Personal Accident covers can also be included.

The premium rates shown are valid until 31 December 2010.

May we draw your attention specifically to the Demands and Needs Statement on page 8 and our Terms of Business for this specific insurance on pages 9 and 10.

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

Cover can be confirmed on receipt of your satisfactorily completed proposal form and cheque in payment of the premium. Your policy will be issued promptly.

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

# STATIONARY ENGINE INSURANCE

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

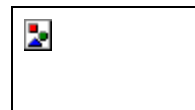
Stationary Engine Insurance has a range of sections which provides the majority, if not all, of the insurance covers a stationary engine enthusiast will need. The scheme is available to those of all ages (there is no upper or lower age limit).

The policy is underwritten by Royal & Sun Alliance Insurance plc. English Law will be applicable to the contract of insurance between you and Royal & Sun Alliance unless stated otherwise in your Policy's terms & conditions. Unless the parties agree otherwise in writing any dispute concerning the interpretation of this Proposal or the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales. The language used in the policy and any communication relating to it will be English. This summary of cover does not contain the full policy wordings, copies of the Master Policies are available on request from Walker Midgley Insurance Brokers to whom all queries and correspondence should also be addressed.

The Stationary Engine Insurance Policy is an annual policy and sections may be taken as required. The inception date of the cover may be at any time during the year and may be chosen to suit individual requirements and existing renewal dates may be changed. At least 21 days before policy renewal we will automatically send renewal documents telling you the premium and terms and conditions that will apply for the following year. Amendments to the policy, such as changes to sums insured and adding or deleting sections may be made at any time during the year with an appropriate premium adjustment being charged. Premium payment may be made by cheque or debit/credit card. For premiums above £100 we also have a monthly direct debit premium payment facility which is operated by Premium Credit Ltd (7.75% service charge, minimum £10.00, 22.4% APR variable with payment over 10 months - full details will be sent on request). All premiums/premium rates shown include Insurance Premium Tax (IPT) at the current rate of 5%.

The policy sections available are: -

- |   |                              |
|---|------------------------------|
| 1. <b>Stationary Engines &amp; the like</b> | 4. <b>Home Workshop</b>      |
| 2. <b>Road Trailers</b>                     | 5. <b>Products Liability</b> |
| 3. <b>Personal Accident</b>                 | 6. <b>Public Liability</b>   |



## **SECTION 1 – STATIONARY ENGINES & THE LIKE**

**What is Insured:** - Your stationary engines including generators, pumps, milking sets and the like and/or ancillary equipment anywhere in the United Kingdom or Europe, including whilst in transit. The perils covered are: -

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

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

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

**Sum Insured:** The sum insured for each item insured should be based on current market value, that is the price which could be obtained if the item was put up for sale or the price which would have to be paid to buy a similar item in a similar condition plus, if required, an amount in respect of professional repairs.

**Claims:** Theft must be reported to the police. The amount payable in the event of a total loss claim (for example a theft) will be the sum insured and the amount payable in the event of a partial loss claim (for example damage) will be: -

- a) if repairs are to be carried out by the insured - 200% of the cost of materials for repair until that amount exceeds 75% of the sum insured when the full sum insured will be payable
- b) if repairs are to be carried out professionally – invoice cost limited to the sum insured (comparative estimates will be required)
- or
- c) a combination of a) and b)

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

In the event of a claim, other than a theft claim, you will retain ownership.

**Exclusions: -**

The first £100 of each and every claim is excluded increased to £200 in respect of theft of property from marquees and tents  
Loss of use loss or of market value for any reason  
Loss or damage caused by mechanical or electrical faults failures breakdowns or derangements  
Loss or damage caused by wear tear deterioration insect vermin mildew wet & dry rot woodworm atmospheric conditions corrosion act of light heat or any other gradually operating cause  
Damage to tyres from breaking or by punctures cuts or bursts  
Loss of or damage to your property resulting from someone taking it by fraud or trickery  
Theft of money or securities of any description

**Premium rate £8.25 (inc 5% IPT) per £1,000 value (minimum annual premium £16.50 inc 5% IPT)**

**SECTION 2 – ROAD TRAILERS**

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

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

**Exclusions: -**

The first £100 of each and every claim is excluded increased to £500 if the trailer is not fitted with either a wheel clamp or a hitchlock  
Loss of use loss or of market value for any reason  
Loss or damage caused by mechanical or electrical faults failures breakdowns or derangements  
Loss or damage caused by wear tear deterioration insect vermin mildew wet & dry rot woodworm atmospheric conditions corrosion act of light heat or any other gradually operating cause  
Damage to tyres from breaking or by punctures cuts or bursts  
Loss of or damage to your trailer resulting from someone taking it by fraud or trickery  
Theft of money or securities of any description

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

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

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

**Driving a car or van with a trailer:** All drivers who passed a car test before 1 January 1997 retain their existing entitlement to tow trailers until their licence expires. This means that they are generally entitled to drive a vehicle and trailer combination up to 8.25 tonnes MAM (Maximum Authorised Mass). They also have the entitlement to drive a minibus with a trailer over 750kgs MAM. Drivers who passed their car test on or after 1 January 1997 are required to pass an additional driving test in order to gain entitlement to category B+E which allows them to tow caravans and trailers.

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

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

**Annual premium £8.25 (inc 5% IPT) per £1,000 sum insured (minimum annual premium per trailer £24.75 inc 5% IPT)**

**SECTION 3 – PERSONAL ACCIDENT**

**What is Insured:** The section provides cover for you and/or for your family anywhere in the United Kingdom or Europe. The operative time of cover is while the insured person is undertaking stationary engine activities of all and every kind undertaken in a private capacity including travelling thereto and therefrom the insured person's normal residence.

Cover for any volunteer and/or unpaid helper acting on your behalf or under your instruction is automatically included free of charge if either or both Member cover or Family cover is taken.

Your family is defined as spouse, common law partner, parents (including step and in law), brothers and sisters (including step and in law) and their children, sons and daughters (including step and in law) and their children and their children's children

If the insured person sustains accidental bodily injury, which within two years, is the sole cause of death or disablement the insurers will pay the appropriate benefit to the insured person. If the insured person suffers death or disablement as the result of exposure to the elements the insurers will consider that as having been caused by accidental bodily injury. Bodily injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause (this means that death by a heart attack, for example, is not covered). Exclusions to the cover are: -

1. if bodily injury results from:-

- a) the insured person engaging in or practising for any of the excluded activities which are:
- |   |  |
|---|--|
| Aqualung diving   | Mountaineering or cliff or rock climbing   |
| Flying other than as a passenger or as a member of the crew or in order to carry out work in the aircraft | Parachuting  |
| Football other than association football as an amateur  | Pot-holing   |
| Hang gliding  | Racing other than on foot or in dinghies   |
| Hunting on horseback  | Using power driven woodworking machinery in connection with business or occupation |
| Motor competitions  | Winter sports other than curling or skating  |
| Motorcycling as a rider or passenger  |  |

b) the insured person committing or attempting to commit suicide

c) war invasion act of foreign enemy etc.

2. if bodily injury or death or disablement is the result of or is contributed by the insured person having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction

3. if death or disablement is the result of or contributed to by the pregnancy (including childbirth) of the insured person

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

If the person claiming benefit under this section also has personal accident insurance cover by reason of another policy issued under the Walker Midgley Insurance Brokers insurance schemes that insured person shall be entitled to indemnity under only one of those policies.

Cover applies to persons of all ages - there is no upper or lower limit.

The categories of insured person are: -

A – You if aged between 16 and 64

B – You if aged 65 or over

C – You if aged 15 or under

D – Your family

E – Any volunteer and/or unpaid helper acting on your behalf or under your instruction

The schedule of benefits is: -

	<u>Category A</u>	<u>Category B</u>	<u>Category C</u>	<u>Category D</u>	<u>Category E</u>
1. Death	£10,000	£4,000	£ 2,000	£2,000	£2,000
2. Loss of two or more limbs or both eyes or one of each	£10,000	£4,000	£ 2,000	£2,000	£2,000
3. Loss of one limb or eye	£10,000	£4,000	£ 2,000	£2,000	£2,000
4. Permanent Total Disablement other than by loss of limb or eye from gainful employment of any and every kind	£10,000	£4,000	£ 2,000	£2,000	£2,000
5. Temporary Total Disablement from usual occupation payable for a maximum of 104 weeks not necessarily consecutive	£100 per week	Nil	Nil	Nil	Nil
6. Whilst attending hospital either as an inpatient or as an outpatient payable for a maximum of 13 weeks not necessarily consecutive	Nil	£50 per week	Nil	Nil	Nil

**Premiums – Cover for You £18.00 (inc 5% IPT) Cover for your Family £18.00 (inc 5% IPT)**

Note: Cover under Category E is automatically included free of charge if either or both cover for yourself or cover for your family is taken

**SECTION 4 – HOME WORKSHOP**

**What is Insured:** The buildings of your home workshop and also your workshop tools, equipment, projects work in progress and stock of raw materials.

The perils covered are: -

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

Cover is operative for all types of home workshop whether they be attached to the building of the home or “down the garden” and regardless of the construction, including timber.

The section has four items: -

1. Buildings including fixtures and fittings (fitted benches, cupboards, drawers etc.)  
The basis of claims settlement is reinstatement which means that the sum insured must represent the current rebuilding cost.  
Home Workshops of standard construction i.e. brick stone or concrete built and roofed with slates or tiles  
**Premium rate £7.15 (inc 5% IPT) per £1,000 sum insured**  
Home Workshops of non-standard construction i.e. any other combination of building or roofing materials  
**Premium rate £14.30 (inc 5% IPT) per £1,000 sum insured**
2. Workshop Machinery (i.e. lathes, milling machines, shapers, pedestal drills, flypresses etc.)  
The basis of claims settlement is indemnity which means that claims will be settled using the machines' current value which in turn means that the sum insured selected must represent what it would cost to replace the machinery with similar machinery of a similar age and a similar condition.  
**Premium rate £7.15 (inc 5% IPT) per £1,000 sum insured**
3. Tools and equipment (i.e. lathe tools, milling cutters, hand tools, hand held electric tools, vices, rotary tables, welding equipment, measuring equipment etc.)  
The basis of settlement is reinstatement which means that the sum insured selected must represent the cost of replacement as new  
**Premium rate £7.15 (inc 5% IPT) per £1,000 sum insured**
4. Projects, work in progress and stock of raw materials  
The basis of claims settlement for projects work in progress is 200% of the cost of raw materials and the basis of settlement for raw materials is the cost of replacement  
**Premium rate £7.15 (inc 5% IPT) per £1,000 sum insured**

**Special Note:** Theft is covered only if the theft is following forcible and violent entry to or exit from a building  
Cover under this section is subject to a £100 excess each and every claim.  
Loss of or damage to your property resulting from someone taking it by fraud or trickery is excluded

**Whilst theft from Home Workshops of any construction is covered it should be noted that when unoccupied the door/doors to the workshop should be securely locked, preferably using 5 lever deadlocks, all opening windows must be locked using suitable window locks and all hand held electric power tools must be stored in securely locked drawers, cupboards or cabinets.**

## **SECTION 5 – PRODUCTS LIABILITY**

**What is Insured:** - Many engineers make or mend items for friends, relations and neighbours – perhaps to replace a broken part no longer available. Quite often there is no payment for the work done. At other times payment is made either in cash or in kind (perhaps a drink at the local pub). Should the part that has been made cause death or injury to a third party or loss or damage to third party property the model engineer may be held liable. This section is designed to cover that liability – cover that is not provided under the vast majority, if any, home insurance policies.

The limit of indemnity provided is £2,000,000 any one loss and in any one period of insurance.

Cover is restricted to activities undertaken in a private capacity only. All business activities are excluded.

**Premium £24.90 (inc 5% IPT)**

## **SECTION 6 – PUBLIC LIABILITY**

**What is Insured:** Public liability is liability to third parties. It is liability that arises following damage to third party property or injury to third party persons (injury means bodily injury, mental injury, death, disease, illness, wrongful arrest or false imprisonment). The cover provided by this section extends to include you, and any voluntary or unpaid helpers acting on your behalf or under your instruction, whilst engaged in the display, restoration, renovation, repair or running of stationary engines and any ancillary activities within the geographical limits of UK and Europe.

There is no limit to the number of engines and/or ancillaries that may be working and/or on display at any one time.

You may select the indemnity limit required from £2,000,000 to £5,000,000 in £1m increments.

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

**Boiler Certificates:** The insurers shall only be liable for injury or damage caused by boiler/pressure vessel explosion/malfunction when the vessel concerned has a valid boiler/pressure vessel certificate issued by an authorised body.

### **Exclusions:**

The first £50 in respect of damage to third party property  
Use for hire or reward or for any business purpose

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

Abuse shall mean: -

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

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

Terrorism shall mean an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto.

**Asbestos: Fear of asbestos and removal Costs Exclusion:** Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials

Asbestos Dust shall mean fibres or particles of asbestos

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

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

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

a) any defect or alleged defect

b) the presence of Asbestos, Asbestos Dust, or Asbestos containing Materials in premises disposed of by the insured

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

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

**Certificate of Insurance:** A certificate of insurance confirming public liability cover, and the limit of indemnity selected, will be issued

**Premiums:** The scale of premiums (inc 5% IPT) are: -

**Public Liability Premiums**

**Limit of Indemnity £2,000,000 Premium £18.25**

**Limit of Indemnity £3,000,000 Premium £19.15**

**Limit of Indemnity £4,000,000 Premium £21.50**

**Limit of Indemnity £5,000,000 Premium £25.40**

**TERRORISM EXCLUSION**

The insurance provided by Sections 1, 2 and 4 does not cover Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of: -

a) terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

b) in Northern Ireland civil commotion

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

Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

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

**Data Protection Notice** - Please read the following carefully as it contains important information relating to details that you may give us. You should show this notice to any other party related to this insurance. We are required to send you this information to comply with current Data Protection legislation. It explains how Royal & Sun Alliance Insurance may use your details and tells you about the systems they have in place that allow them to detect and prevent fraudulent applications and claims. The savings that they make help them to keep premiums and products competitive.

**Data Protection Act 1998** - All personal information supplied by you will be treated in confidence by Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in the data systems of Royal & SunAlliance Insurance Group of companies or agents or subcontractors. The Royal & SunAlliance Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purpose for which you provided it. Details of the companies and countries involved can be provided to you on request.

**Fraud Prevention, Detection & Claims History** - In order to prevent and detect fraud Royal & Sun Alliance may at any time share information about you with other organisations and public bodies including the Police, check and/or file your details with fraud prevention agencies and databases, and if you give Royal & Sun Alliance false or inaccurate information and they suspect fraud, they will record this. Royal & Sun Alliance and other organisations may also search these agencies and databases to a) help make decisions about the provision and administration of insurance, credit and related services for you and members of your household, b) trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies, c) check your identity to prevent money laundering, unless you furnish other satisfactory proof of identity, d) undertake credit searches and additional fraud searches. Royal & Sun Alliance can supply on request further details of the databases they access or contribute to (see below – How to contact Royal & Sun Alliance).

**Claims History** - Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help Royal & Sun Alliance to check information provided and also to prevent fraudulent claims. When they deal with a request for insurance, they may search these registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, insurers will pass information relating to it to the registers. They may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

**How to contact Royal & Sun Alliance** - On payment of a small fee you are entitled to receive a copy of the information Royal & Sun Alliance hold about you. If you have any questions, or you would like to find out more about this notice you can write to The Data Protection Liaison Officer, Royal & Sun Alliance Insurance plc, Customer Relations Office, Bowling Mill, Dean Clough Industrial Park, Halifax HX3

### **ELECTRONIC DATA EXCLUSION**

Notwithstanding anything stated herein to the contrary and subject always to the terms exceptions and conditions of the Policy this insurance does not cover: -

- A. Damage to Data which shall include but not be limited to
  - 1) damage to or corruption of Data whether in whole or in part
  - 2) unauthorised appropriation of use of access to or modification of Data
  - 3) unauthorised transmission of Data to any third parties
  - 4) damage arising out of any misinterpretation use or misuse of Data
  - 5) damage arising out of any operator error in respect of Data
- B. Damage to the property insured (if insured) or money (if insured) arising directly or indirectly from
  - 1) the transmission or impact of any Virus
  - 2) unauthorised access to a System
  - 3) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of Communication
  - 4) failure of a System
  - 5) anything described in A) above

But in respect of B.1, B.2, B.3 and B.4 this shall not exclude subsequent damage which itself results from any of the covers insured provided that such damage does not arise by reason of any malicious act or omission.

#### **Definitions: -**

Damage	means loss or destruction or damage
Data	means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
Failure of a System	means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise whether or not owned by the insured to operate at any time as described as specified or as required in the circumstances of the insured's business activities
System	includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation
Microchip	a unit of packaged computer circuitry manufactured in a small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
Virus	programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

## **Complaints Process - Royal & Sun Alliance Insurance plc**

Royal & Sun Alliance aim to provide you with a first class service. If they have not delivered the service that you expect or you are concerned with the service provided they would like the opportunity to put things right.

Initially contact Walker Midgley Insurance Brokers Ltd, Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD telephone 0114 250 2770 Fax 0114 250 2777 (email enquiries@walkermidgley.co.uk) If your complaint is against Royal and Sun Alliance Insurance plc alone, it will be passed to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of Royal and Sun Alliance Insurance plc or there is any query relating to the complaint. The complaints procedure of Royal and Sun Alliance Insurance plc will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by Royal and Sun Alliance Insurance plc, you can progress your complaint to Royal and Sun Alliance Insurance plc Customer Relations Office, whose address is Dean Clough Industrial Park, Bowling Mill, Halifax HX3 5WA Email: crt.halifax@uk.rsagroup.com Telephone: 0800 1076160 Fax: 01422 325146. A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

### **What to do if you are still not satisfied:**

If you are still not satisfied Royal and Sun Alliance Insurance plc are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them at South Quay Plaza, 183 Marsh Wall, London E14 9SR Telephone: 0845 0801800 Email enquiries@financial-ombudsman.org.uk www.financial-ombudsman.org.uk). However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

### **Your rights:**

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

### **Registered Office:**

The registered office of Royal & Sun Alliance Insurance plc is St Marks Court, Chart Way, Horsham, West Sussex RH12 1XL

### **Financial Services Compensation Scheme:**

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This scheme provides compensation in case any of its members go out of business or in to liquidation and are unable to meet any valid claim under its policies. You may be entitled to compensation from the scheme if Royal & Sun Alliance are unable to meet their obligations. This depends on the type of business and the circumstances of the claim. The first £2000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. For compulsory classes of insurance 100% of the claim would be met without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

### **Cancellation Rights:**

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

### **Termination of the Contract:**

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

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

### **MEETING YOUR DEMANDS & NEEDS**

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

Section 1 – Stationary Engines & the like	Your stationary engines and the like against loss or damage by specified causes
Section 2 – Road Trailers	Loss or damage to road trailers by specified causes
Section 3 – Personal Accident	Compensation for bodily injury to you and/or your family whilst modelling or model engineering
Section 4 – Home Workshop	The buildings and/or contents of your home workshop against loss or damage by specified causes
Section 5 – Products Liability	Your legal liability for injury to persons or damage to third party property arising out of any product made and supplied by you
Sections 6 – Public Liability	Your legal liability, or that of your voluntary or unpaid helpers acting on your instruction or on your behalf, for injury to persons or damage to third party property whilst engaged in stationary engine activities

Further details of these and other benefits can be found in pages 1 to 6 of this document

For the Stationary Engine Insurance Scheme we use Royal & Sun Alliance Insurance plc who we have selected as offering value for money and quality service.

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

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

**By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. Please read this document carefully.**

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

**OUR SERVICE:** We offer a wide range of insurance products and have access to leading insurers in the marketplace. For the Stationary Engine Insurance Scheme we have selected Royal Sun Alliance Insurance plc as offering value for money and quality service. We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. Our normal office hours are 9am to 5pm Monday to Friday.

**CONFIDENTIALITY AND DATA PROTECTION:** All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us. We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. If you do not wish to receive marketing information from us or them, or for us to disclose information about you to other parties for marketing purposes, please contact us immediately. In the interests of security and to improve our service, telephone calls you make to us may be monitored and /or recorded.

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

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

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

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

- In writing to the Complaints Manager Mr A P Wood
- By telephone on 0114 250 2770
- By Fax on 0114 250 2777
- By e-mail at [enquiries@walkermidgley.co.uk](mailto:enquiries@walkermidgley.co.uk)
- In person by visiting our office (see above for address)

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

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

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

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

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider. If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the credit provider or if we have already been debited with the amount outstanding use it to offset our costs. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Any payment we receive from you will be held by The Broker Network Ltd, which pays insurers on our behalf, in a Non Statutory Client Trust Bank Account held with RBS, HSBC or Alliance and Leicester. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer. By operating a Non Statutory Trust The Broker Network Ltd is permitted to, and may use such monies to cross fund clients premiums and claims. Please make all cheques payable to "The Broker Network Ltd" By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction. No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of The Broker Network Ltd.

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

**CHARGES:** In addition to the amount charged by insurers we also make charges to cover the administration of your insurance as detailed below: -

Non refundable arrangement fee	Nil	Mid-Term Amendments	£10.00
Renewals	£6.00	Lost papers/documents	£10.00
Reissue of Cover	£10.00	Temporary change	£10.00

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

**REFUNDS:** Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. The following scale of refund will apply: -

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

In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. Insurers reclaim commission paid to us when you cancel a policy before renewal or where there is a mid-term alteration to your policy which results in a refund of premium. The amount reclaimed is based on the number of days until the planned renewal date. As a consequence, we will make a deduction to the value of the commission reclaimed, from any return premium owing to you. For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy we will not issue refunds of less than £31.50.

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



Authorised and regulated by the Financial Services Authority  
 Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD  
 Tel 0114 250 2770 Fax 0114 250 2770 [www.walkermidgley.co.uk](http://www.walkermidgley.co.uk)



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

# STATIONARY ENGINE INSURANCE

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

## Proposal Form

Mr / Mrs / Miss / Ms Surname		First Names	
Address			Post Code
Date of Birth	Telephone Home	Work	
Occupation		Email Address	
What date would you like cover to commence?			
<b>SECTION 1 – STATIONARY ENGINES AND THE LIKE</b> Premium Rate £8.25 (inc 5% IPT) per £1000 – minimum annual premium £16.50 inc IPT			
Do you require cover under this section?		Yes / No	
If 'Yes' please give details below (if necessary continue on a separate piece of paper): -			
Please Note: If an engine is mounted on a road trailer the engine should be insured under this section and the road trailer should be insured under Section 2 below			
<b>Description inc manufacturer (eg stationery engine, pump, generator, milking set etc)</b>	<b>Date of Manufacture</b>	<b>Sum Insured</b>	
<b>SECTION 2 – ROAD TRAILERS</b> Premium Rate £8.25 (inc 5% IPT) per £1000 - minimum annual premium per trailer £24.75 inc IPT			
Do you wish to insure your road trailer?		Yes / No	
If "Yes" please complete the following in respect of the trailer: -			
Make _____	Identification/VIN/Serial Number _____		
Year of make _____	Sum Insured £ _____		
<b>SECTION 3 - PERSONAL ACCIDENT</b>			
Do you wish to take out cover for yourself? Premium £18.00 (inc 5% IPT)		Yes / No	
Do you wish to take out cover for your immediate family? Premium £18.00 (inc 5% IPT)		Yes / No	

**SECTION 4 – HOME WORKSHOP**

Do you wish to take out cover for your home workshop? Yes / No

If "Yes" give details below of the sums insured required: -

Buildings – standard construction (sum insured to represent the current rebuilding cost) Premium Rate £7.15 (inc 5% IPT) per £1000 £ \_\_\_\_\_

Buildings – non standard construction (sum insured to represent the current rebuilding cost) Premium Rate £14.30 (inc 5% IPT) per £1000 £ \_\_\_\_\_

Workshop machinery (sum insured to represent cost of replacement with similar age and condition) Premium Rate £7.15 (inc 5% IPT) per £1000 £ \_\_\_\_\_

Tools and Equipment (sum insured to represent the cost of replacement as new) Premium Rate £7.15 (inc 5% IPT) per £1000 £ \_\_\_\_\_

Projects work in progress and stock of raw materials (sum insured to represent 200% of the cost of raw materials for projects work in progress and the cost of replacement of raw materials) Premium Rate £7.15 (inc 5% IPT) per £1000 £ \_\_\_\_\_

**SECTION 5 – PRODUCTS LIABILITY**

Do wish to take out Products Liability cover? Premium £24.90 (inc 5% IPT) Yes / No

**SECTION 6 - PUBLIC LIABILITY**

Do wish to take out Public Liability cover? Yes / No

If "Yes" what Limit of Indemnity is required? (tick appropriate box)	£2,000,000 Premium £18.25 (inc 5% IPT)	£3,000,000 Premium £19.15 (inc 5% IPT)	£4,000,000 Premium £21.50 (inc 5% IPT)	£5,000,000 Premium £25.40 (inc 5% IPT)
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**GENERAL QUESTIONS**1. In respect of the Sections now proposed have you ever held insurance before? Yes / No  
If "Yes" please state: - Name of Insurer \_\_\_\_\_ Policy Number \_\_\_\_\_2. During the last three years have you suffered any loss or damage whether covered by insurance or not? Yes / No  
If "Yes" please give details3. During the last three years have any claims been made against you? Yes / No  
If "Yes" please give details**LAW APPLICABLE TO THE POLICY** The parties to the Policy have the right to choose the law applicable to the Policy. Unless the parties agree otherwise in writing any dispute concerning the interpretation of this Proposal or the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales**PROPOSER'S DECLARATION**

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

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

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

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

**Signature of Proposer****Date**Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Marks Court, Chart Way, Horsham, RH12 1XL  
Authorised and Regulated by the Financial Services Authority**IMPORTANT NOTE:** - Material Facts are those facts which are likely to influence an underwriter in the acceptance or assessment of this proposal and it is essential that you disclose them.

If you are in any doubt about whether a fact is material you should disclose it since failure to do so could invalidate your policy.

It is recommended that you keep copies of all correspondence and forms connected with this insurance.



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