



FAIR &  
STREET  
ORGAN  
INSURANCE

**IMPORTANT NOTICE**

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact Walker Midgley Insurance Brokers on 0114 2502770 immediately if any corrections are necessary.

Any enquiries you may have regarding your policy may be addressed directly to us. You should tell us if the e-mail address you provided to us has changed.

**CLAIMS PROCEDURE**

If you wish to make a claim, please contact us on 0800 5878388 or at the address below, quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at [www.travelers.co.uk](http://www.travelers.co.uk)

**COMPLAINTS PROCEDURE**

Our Promise

- We will acknowledge complaints promptly
- We will investigate quickly and thoroughly
- We will keep you informed of progress
- We will do everything to resolve your complaint fairly
- We will learn from our mistakes and use your feedback to continually improve our service

What to do if you have a complaint

If you have a complaint, please contact our **Compliance Team** on:

Tel: +44 (0) 203 207 6000  
 Email: [CustomerRelations@travelers.com](mailto:CustomerRelations@travelers.com)  
 Address: The Compliance Team, Travelers, One Creechurch Place, London, EC3A 5AF

Quoting your policy number or claim reference helps us handle your complaint quickly. We will respond as promptly as we can.

If your complaint cannot be resolved to your satisfaction and you are an eligible complainant (a private individual or small business), you may refer your complaint to the Financial Ombudsman Service (**FOS**) whose contact details are:

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
 Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
 Address: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR

Please note, your complaint needs to be referred to the FOS within six months of receiving our final response.

**USING PERSONAL INFORMATION**

*How we treat information about you and your rights under data protection legislation*

In order to provide our insurance services, we (Travelers Insurance Company Limited acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

If your policy includes motor cover, your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC).

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click <https://www.travelers.co.uk/privacy-policy>

**TRV301912/19 SIC 222912/19**

## The Insurance Contract

This **policy** is a legal contract between **you** and **us**. The **policy** wording and **schedule** make one document and must be read together. Please keep them together.

The contract is based on the information **you** gave **us** when **you** applied for the insurance.

**Our** part of the contract is that **we** will provide the cover set out in this **policy** wording:

- for those sections which are shown on **your policy schedule**;
- for the **period of insurance** set out on the same **schedule**.

**Your** part of the contract is:

- **you** must pay the premium as shown on **your schedule** for each **period of insurance**;
- **you** must comply with all the conditions set out in this **policy**.

There are conditions of the insurance that **you** or **your family** will need to meet as **your** part of this contract on page 8. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your policy**.

Please take the opportunity to read the **policy** conditions.

If **you** do not meet **your** part of the contract, **we** may turn down a claim, increase the premium or **you** may find that **you** do not have any cover.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws.

Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

This **policy** has been issued by Travelers Insurance Company Limited in the United Kingdom.

## Contents

Section	Page
Important Notice	2
Claims Procedure	2
Complaints Procedure	2
Using Personal Information	2
The Insurance Contract	3
General Words with Special Meanings	5
Policy Conditions	8
Claims conditions	10
Policy Exclusions	11
Organs and Ancillary Equipment	12
Personal Accident	13
Public & Products Liability Insurance	15

## General Words with Special Meanings

This part of the **policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below it and is printed in bold type whenever it appears in the **policy**. **Your schedule** will show **you** if **you** have this section insured under **your policy**.

Word	Meaning
<b>Accident</b>	A sudden, violent, unexpected, involuntary and specific event, external to the body, which occurs at an identifiable time and place.
<b>Ancillary Equipment</b>	Ancillary equipment such as music books, rolls, microchips and generators
<b>Bodily injury</b>	(a) death, injury, disease or illness of any person; or (b) mental injury, mental anguish or shock that results in a recognisable psychiatric injury.
<b>Boiler or pressure vessel test certificate</b>	(a) a valid examination certificate issued against a suitable Written Scheme of Examination under the Pressure Systems Safety Regulations 2000; (b) a valid examination certificate issued by a person or body appearing on The National Traction Engine Trust register of Boiler Inspectors; or (c) a valid hydraulic test certificate and a valid steam test certificate both issued following examinations conforming with the Examination and Testing of Miniature Steam Boilers (New Edition 2006) or any subsequent revision (only applicable to boilers under 1100 bar litres).
<b>Buildings</b>	<b>Your</b> home workshop buildings, including fixtures and fittings, at the address shown and for the activities described in <b>your schedule</b> .  <b>Buildings</b> does not include aerials and satellite receiving equipment.
<b>Damage</b>	Loss, destruction or damage.  In respect of the Public and Products Liability Insurance Section: Physical loss of, destruction of or damage to tangible property, including the resulting loss of use of the property.
<b>Damaged</b>	Lost, destroyed or damaged.
<b>Disablement</b>	<b>Permanent total disablement</b> or <b>temporary total disablement</b> .
<b>Doctor</b>	A registered medical practitioner who is not <b>you</b> or related to <b>you</b> , who is currently registered with the General Medical Council in the United Kingdom (or foreign equivalent) to practice medicine.
<b>Employee</b>	Any (a) person under a contract of service or apprenticeship with <b>you</b> (b) labour only sub-contractor or labour master or any person supplied by them (c) self-employed person providing labour only (d) person hired to or borrowed by <b>you</b> (e) person under work experience or similar schemes  whilst working directly for <b>you</b> in connection with <b>your</b> trade, profession or business.
<b>Europe</b>	The member states of the European Union, Liechtenstein, Norway and Switzerland.
<b>Excess</b>	The first part of any claim which <b>you</b> must pay.
<b>Heave</b>	Upward and/or lateral movement of the site on which <b>your buildings</b> stand arising out of swelling of the ground.
<b>Injury</b>	(a) <b>bodily injury</b> ; or (b) false arrest, wrongful detention, false imprisonment or malicious prosecution of any person.
<b>Insured person</b>	<b>You, your family</b> or <b>volunteers</b> .
<b>Landslip</b>	Downward movement of sloping ground.

Word	Meaning
<b>Loss of limb</b>	Permanent loss by physical separation or permanent and total loss of use of a limb at or above the wrist or ankle (meaning an arm, hand, leg or foot).
<b>Loss of sight</b>	Physical loss of one or both eyes or the loss of a substantial part of the sight of one or both eyes. A substantial part means that the degree of sight remaining after the <b>accident</b> is 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale a person can see at 3 feet something that a person who has not suffered such loss of sight should be able to see at 60 feet).
<b>Model</b>	A physical representation of an object or structure, typically of a smaller scale than the original.
<b>Organs</b>	Fair, dance and street organs, whether vehicle mounted, trailer mounted or stand alone, and in respect of trailer mounted organs including the trailer they are mounted on.
<b>Period of Insurance</b>	The period shown on <b>your schedule</b> and any further period for which <b>you</b> have paid or have agreed to pay and <b>we</b> have accepted or have agreed to accept <b>your</b> premium.
<b>Permanent total disablement</b>	The <b>disablement</b> of an <b>insured person</b> which has lasted for a minimum of twelve months and in the opinion of a <b>doctor</b> acting on <b>our</b> behalf is beyond any prospect of recovery or improvement.
<b>Policy</b>	This insurance document, including its general and specific Sections and the <b>schedule</b> .
<b>Product</b>	Anything tangible (including containers, packaging, or labels) manufactured, sold, supplied, hired out, repaired, serviced, altered, upgraded, installed, erected, processed, tested, treated, stored, or transported by <b>you</b> or on <b>your</b> behalf in connection with <b>your</b> activities described in the <b>schedule</b> after it has ceased to be in <b>your</b> custody or control.
<b>Property insured</b>	The material assets belonging to <b>you</b> forming the subject matter of the <b>policy</b> as stated in the <b>schedule</b> .
<b>Schedule</b>	The schedule to the <b>policy</b> .
<b>Subsidence</b>	Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.
<b>Temporary total disablement</b>	The <b>disablement</b> of an <b>insured person</b> which has lasted less than twelve months and in the opinion of a <b>doctor</b> acting on <b>our</b> behalf is likely to result in full recovery or improvement.
<b>Terrorism</b>	An act, or the threat, by any person or group of persons, whether acting alone or on behalf or in connection with any organisation or government, that: <ul style="list-style-type: none"> <li>• is committed for political, religious, ideological or similar purposes; or</li> <li>• is intended to influence any government or to put the public, or any section of the public, in fear; and</li> <li>• i) involves violence against one or more persons; or</li> <li>ii) involves damage to property; or</li> <li>iii) endangers life other than that of the person committing the action; or</li> <li>iv) creates a risk to health or safety of the public or a section of the public; or</li> <li>v) is designed to interfere with or disrupt an electronic system.</li> </ul>
<b>Tools and equipment</b>	Includes lathe tools, milling cutters, hand tools, hand held electric tools, vices, rotary tables, welding equipment and measuring equipment.
<b>Unoccupied</b>	When <b>your building</b> has not been used or occupied by <b>you</b> or by anyone who has <b>your</b> permission, for more than 60 days in a row.
<b>Volunteer</b>	Unpaid helper acting under <b>your</b> instruction and supervision.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/our/us</b>	Travelers Insurance Company Limited.

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Word	Meaning
<b>Workshop machinery</b>	<p>Machinery. This includes lathes, milling machines, shapers, pedestal drills, fly presses and the like.</p> <p>Workshop machinery does not include:</p> <ul style="list-style-type: none"><li>• motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), motor, mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles), aircraft, trains and boats (including <b>models</b>), gliders, hang gliders, wet bikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached; or</li><li>• anything used for trade, professional or business purposes</li></ul>
<b>You/Your</b>	The person(s) named on the <b>schedule</b> as the Policyholder.
<b>Your Family</b>	<p><b>You</b> or any of the following people, providing they normally live with <b>you</b>:</p> <ul style="list-style-type: none"><li>• <b>your</b> husband, wife or partner;</li><li>• children and;</li><li>• <b>your</b> relatives.</li></ul>

## Policy Conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected, or payment could be reduced. In some circumstances **your policy** might be invalid.

### Taking care

**You** must take all reasonable steps to avoid incurring liability and prevent loss or **damage** to everything which is covered by this insurance and to keep all the **property insured** in good condition and in good repair.

### Information **you** have given **us**

The information **you** have given **us** is important as **we** use this in setting the terms and premium for **your** insurance. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information, it could adversely affect **your** insurance and any claim. For example, **we** may:

- amend the terms of **your** insurance. **We** may apply these amended terms (which may include refusing to pay a claim) as if they were already in place if the amount **we** would pay has been adversely impacted by **your** careless provision of false or misleading information;
- require **you** to pay more for **your** insurance; or
- cancel **your** insurance in accordance with the cancellation condition.

**We** will write to **you** if **we**:

- intend to treat this insurance as if it never existed;
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

### Notifying **us** of any changes or inaccuracies

If **you** become **aware** that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the cancellation condition.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

### Fraudulent Claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the false or fraudulent claim, or any subsequent claim.

### Transferring **your** interest in the **policy**

**You** cannot transfer **your** interest in this **policy** to anyone else without **our** written permission.

### Cancelling the **policy**

If **you** wish to cancel **your policy** please write to **us** at the address or call the number shown on **your schedule**. 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**.

### Cancellation by **you** within the first 14 days

If **you** cancel the **policy** within 14 days of the date **you** receive **your policy** documents, **we** will refund the premium provided no claim has been made during the current **period of insurance**.

### Cancellation by **you** after the first 14 days

If **you** cancel the **policy** after 14 days of the date **you** receive **your policy** documents, **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.



## Where **we** cancel **your** policy

Please also refer to the Fraudulent Claims condition on page 8 and to the Notifying **Us** of Changes or Inaccuracies condition on page 8.

**We** may also cancel the **policy** where **we** have identified serious grounds, such as;

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this **policy** or any claim;
- the use or threat of violence or aggressive behaviour against our staff, contractors or property;
- the use of foul or abusive language; or
- nuisance or disruptive behavior.

**We** will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the **policy** by giving **you** 14 days' notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the **policy** **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

## Financial sanctions

**We** will not provide any cover or have any liability to pay any claim or provide any benefit under this **policy** where the provision of such cover, payment of such claim, or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

## Other conditions

There are other conditions which relate to any claim **you** may make and these are shown on page 10 headed 'Claims conditions'. **You** should also refer to any conditions shown under individual sections of **your** **policy**.

## Claims conditions

These are the claims conditions **you** will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your policy** might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

When an incident occurs which may result in a claim, **you** must also read the information on 'Claims Procedure' on page 2.

**You** should also check the information on 'How **we** settle claims' under the section of **your policy** which covers the loss or **damage**, e.g. Home workshop.

### What you must do

If **you** are the victim of theft, riot, a malicious act or vandalism, or if **you** lose something away from **your** building, tell the police immediately upon discovery and ask for a crime reference number and tell **us** as soon as **you** can, or in case of riot tell **us** immediately, but no later than seven (7) days after the riot.

If someone is holding **you** responsible for an **injury** or any **damage**, **you** must not admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **you** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

**You** should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any **damaged** items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them.

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- purchase dates and location of lost or **damaged** property;
- for **damaged** property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

### Rights and responsibilities

**We** may need to get into a building that has been **damaged** to salvage anything **we** can and to make sure no more **damage** happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

**You** must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this **policy** without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

**You** must provide **us** with any information and assistance **we** may require about any claim.

**You** must help **us** to take legal action against anyone or help **us** defend any legal action if we ask you to.

When **you** call **us** **we** will advise **you** of **our** requirements, which will be either:

- ask **you** to get estimates for repairs or replacement items; or
- arrange for the **damage** to be inspected by one of **our** Claims Advisors or an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

### Other insurance

If **you** claim under this **policy** for something which is also covered by another insurance **policy**, **you** must provide **us** with full details of the other insurance **policy**. **We** will only pay **our** share of any claim.

## Policy Exclusions

These exclusions apply to all the sections of **your policy**. This insurance does not cover:

### Date change and computer viruses

Any loss or **damage**;

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- arising from computer viruses including malware;

Legal expenses, legal benefits or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- computer viruses including malware;

but any claim for legal expenses or benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

Equipment includes computers and anything else insured by this **policy** which has a microchip in it.

Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

### Deception

Any loss, **damage**, liability, cost or expense of any kind arising out of deception.

### Defective construction or design

Any loss, **damage**, liability, cost or expense of any kind arising out of or resulting from poor or faulty design, workmanship or materials.

### Existing and deliberate damage

Any loss, **damage**, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **period of insurance** starts or caused by a deliberate act by **you** or **your family**.

### Northern Ireland

Any loss or **damage** to; **property insured** in Northern Ireland arising out of any civil commotion.

### Pollution or contamination

Liability arising out of any actual or alleged pollution or contamination, including clearing up, testing, monitoring, containing, treating, detoxifying or neutralising pollution or contamination:

- within the United States of America or its territories and possessions, Puerto Rico or Canada; or
- elsewhere in the world unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

### Radioactive contamination

Any expense, legal liability, loss or **damage** to property directly or indirectly arising out of or contributed to by:

- ionising radiation or radioactive contamination;
- from any nuclear fuel or waste which results from the burning of nuclear fuel;
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- any weapon or device employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter;
- the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes; or
- any chemical biological bio-chemical or electromagnetic weapon.

### Rot

Any loss, **damage**, liability, cost or expense of any kind arising out of rot whether or not this is arising out of any other cover included in this insurance.

### Terrorism

Any loss, **damage**, liability, cost or expense of any kind arising out of, resulting from or in connection with any act of **terrorism**.

### War risks or confiscation

Any loss, **damage**, liability, cost or expense of any kind caused by:

- **war**; or
- permanent or temporary dispossession of any property resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority.

### Wear and tear

Any loss, **damage**, liability cost or expense of any kind arising out of or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

## Organs and Ancillary Equipment

This part of **your policy** sets out the cover **we** provide for **your organs** and **ancillary equipment** such as music books, rolls, microchips, generators and the like, unless **your schedule** states 'Not insured under this **policy**'.

### What is covered

Accidental **Damage to your property insured** shown as insured in **your schedule** under the heading Organs and Ancillary Equipment, anywhere in the United Kingdom, the Channel Islands, the Isle of Man and temporarily elsewhere in **Europe**.

If, as a result of accidental **damage**, **your organ** is unable to be towed **we** will pay the reasonable costs of transport to **your** home address or a repairing garage.

### What is not covered

The **excess** shown on **your schedule**.

**Damage** by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies.

**Damage** arising out of water entering **your organ** other than by storm or flood.

**Damage** after **your organ** has been outside the United Kingdom, the Channel Islands or the Isle of Man for a total of more than 60 days in any **period of insurance**.

**Damage** caused during the recovery of **your organ** following unrelated loss or **damage**.

**Damage** to tyres from breaking, punctures, cuts or bursts.

Loss of market value following **damage**.

**Damage** caused by the explosion of any boiler or other pressure vessel (but this does not include any boiler used for domestic purposes only on the premises or of any other boiler or economiser fixed in **your building**), belonging to or under **your** control, unless:

- i. the boiler or pressure vessel concerned has at the time of the incident a valid **boiler or pressure vessel test certificate**;
- ii. the boiler or pressure vessel concerned does not have a capacity greater than 3 bar litres or is a gas tank with a capacity no greater than 250ml; or
- iii. the boiler or pressure vessel concerned is undergoing a test by a competent boiler inspector, (when, for the avoidance of doubt, cover shall be in force whether or not a valid examination certificate has been issued).

**Damage** to the motor vehicle where the organ is mounted on that motor vehicle

### How **we** settle claims

If **you** wish to claim under this section of **your policy** please follow the steps detailed in the 'Claims Procedure' section (page 2). **You** should also read the Claims conditions and **Policy** exclusions on pages 10 to 11.

**We** will, at **our** option, replace repair or pay for any **damaged** item as described in the **policy**, up to the total sum insured or in respect of any item its sum insured or any other stated limit of liability in the **schedule**.

We will pay the cost of repair or replacement with an equivalent model or specification or if **we** are unable to economically repair or find a replacement of a similar quality, **we** will agree a cash settlement.

## Personal Accident

This part of the **policy** sets out the cover **we** provide for **insured persons** in respect of accidents unless **your schedule** states 'Not insured under this **policy**'.

### What is covered

**We** will pay up to the amount shown in the table of benefits to **insured persons** (or to their executors or administrators if they die) if they are involved in an **accident** whilst undertaking activities described in **your schedule** which, solely and independently of any other cause results in one or more of the following within 12 months of the date of the **accident**.

- **Loss of limb** (a limb means an arm, hand, leg or foot);
- **Loss of sight;**
- **Permanent total disablement;**
- **Temporary total disablement;** or
- Death.

The maximum **we** will pay for all accepted claims by all insured persons in respect of any one originating event in the aggregate will not exceed £500,000. In the event of a claim exceeding this aggregate limit, **our** liability in respect of each **insured person** claimed for shall be proportionately reduced until the total does not exceed the aggregate limit.

### What is not covered

Any claim related to:

- A) illness, sickness or disease (not resulting from bodily injury following an **accident**);
- B) any naturally occurring condition or degenerative process;
- C) post-traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an **accident**);
- D) to child birth or pregnancy;
- E) to an **insured person** taking part in civil commotion, riot or other criminal act;
- F) to any nuclear, chemical or biological contamination due to a terrorist act;
- G) to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, or military or usurped power; or
- H) to an **insured person** engaging in or taking part in armed forces service or operations.

Any claim resulting from **accident** to an **insured person** if **you** are not present.

Any claim resulting from the **insured person** engaging in any of the following activities:

- Aqualung diving;
- Flying unless as a passenger or a member of crew undertaking work on the aircraft;
- Football other than amateur association football;
- Hang-gliding;
- Hunting on horseback;
- Motor Competitions;
- Motor-cycling as a rider or passenger;
- Mountaineering or cliff or rock climbing;
- Parachuting;
- Potholing;
- Racing other than on foot or in dinghies;
- Use of power driven woodworking machinery for business or occupational purposes; or
- Winter sports other than curling or skating.

Any claim for **permanent total disablement** if the **insured person** is aged 66 years and over unless this is **you** and the benefit is paid under Category B.

Any claim arising from a driver being under the influence of drugs or alcohol.

Any claim arising from an **insured person's** suicide or attempted suicide; or an **insured person** injuring themselves deliberately or putting themselves in danger (unless the **insured person** is trying to save a human life).

## Table of Benefits

Benefits	Category A	Category B	Category C	Category D	Category E
1 Death	£10,000	£4,000	£2,000	£2,000	£2,000
2 <b>Loss of limb</b>	£10,000	£4,000	£2,000	£2,000	£2,000
3 <b>Loss of sight</b>	£10,000	£4,000	£2,000	£2,000	£2,000
4 <b>Permanent total disablement</b> other than by <b>loss of limb</b> from gainful employment of any and every kind	£10,000	£4,000	£2,000	£2,000	£2,000
5. <b>Temporary total disablement</b> from usual occupation payable for a maximum of 104 weeks not necessarily consecutive	£100 per week	£100 per week	£50 per week	Nil	Nil

### Categories of Insured person

Category A is **you** if aged between 16 and 64.

Category B is **you** if aged 65 and over.

Category C is **you** if aged 15 and under.

Category D is **your family**.

Category E is any **volunteer**.

### Conditions of cover applicable to this section of cover

#### Disappearance

In the event of the disappearance of the **insured person** if after a suitable period of time it is reasonable to believe that the **insured person** has died as a result of accidental bodily injury the death benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong the death benefit shall be refunded to **us**.

#### Evidence Required

In connection with any claim:

- A) the **insured person** must undergo a medical examination and provide medical evidence to **us** (at **our** expense) as often as **we** may reasonably require following receipt of that claim; and
- B) no benefit shall be payable in respect of that claim where the **insured person** fails to undergo such medical examination or provide such medical evidence as referred to in (a) above.

### Exposure

If the **insured person** suffers death or **disablement** as the result of exposure to the elements consequent upon any accident **we** will consider that as having been caused by bodily injury following an **accident**.

### Payment

**We** will not pay in respect of any one **insured person** under more than one of Benefits 1 to 5 in connection with the same **accident**.

### Temporary total disablement

In the case of any **insured person** who is undergoing full time education at the time of the **accident** the weekly payment of Benefit 5 **temporary total disablement** is restricted while they are a hospital inpatient or attending as an out- patient following referral by a hospital **doctor**, General Practitioner, a hospital clinic, a physiotherapy clinic or a chiropractor clinic from the **accident** for a maximum of 13 weeks in total, not necessarily consecutive; or

In the case of any **insured person** who is not in regular gainful employment the weekly payment of Benefit 5 **temporary total disablement** is restricted while they are a hospital inpatient or attending as an out- patient following referral by a hospital **doctor**, General Practitioner, a hospital clinic, a physiotherapy clinic or a chiropractor clinic from the **accident** for a maximum of 13 weeks in total, not necessarily consecutive.

TRV301912/19 SIC 222912/19



## Public and Products Liability Insurance

This part of the **policy** sets out the cover **we** provide for **your** legal liability arising from your activities and **products** unless in respect of Products Liability **your schedule** states 'Not insured' under this **policy**.

### What is covered

**Your** legal liability to pay compensation for accidental **injury** or **damage** arising from **your** activities described in **your policy schedule** and occurring within the United Kingdom, the Channel Islands, the Isle of Man and **Europe** during the **Period of Insurance** shown in the **schedule**.

The most **we** will pay is the Limit of Indemnity shown in the **schedule** arising out of any one occurrence or series of occurrences attributable to one source or original cause. However..

- (a) the Limit of Indemnity for **bodily injury** or **damage** arising from **your products**, or from pollution or contamination, will be the total amount **we** will pay during any one **period of insurance** in respect of all claims combined; and
- (b) the **excess** in respect of compensation and claimants' costs and expenses must be paid by **you** before we will make a payment.

**We** will also pay:

- i. your liability for claimants' costs and expenses in connection with the claim made against **you** for compensation; and
- ii. **your** costs incurred with **our** prior written consent to investigate, settle or defend that claim;

in addition to the Limit of Indemnity shown in the **schedule**.

If **your** liability (excluding any costs and expenses) exceeds the Limit of Indemnity, then any costs and expenses covered under this section will be limited to the proportion that the limit of indemnity bears to the total amount of that liability.

Where **you** comprise more than one party, **we** will indemnify each party in the same manner and to the same extent as if a separate **policy** had been issued to each. The most **we** will pay is the Limit of Indemnity shown in the **schedule** regardless of the number of parties to be indemnified.

If **we** ask **you** to attend court as a witness in connection with a claim, in respect of which **you** are entitled to claim under this **policy**, **we** will compensate **you** £250 for each day on which **your** attendance at court is required.

### What is not covered

The **excess** in the **schedule**.

Liability arising from **products**

Liability in respect of **damage** to anything owned by **you** or which is **your** legal responsibility.

Liability in respect of **damage** to anything owned by or which is the legal responsibility of **your family**.

Liability in respect of **bodily injury** sustained by any of **your family** or **employees**.

Liability arising out of the actual, alleged or threatened absorption, ingestion or inhalation of asbestos in any form by any person, or the existence of asbestos in any form.

Liability in respect of exemplary, punitive, aggravated or liquidated damages or any penalties, fines or similar award.

Liability arising from any employment, trade, profession or business.

Liability arising from any illegal or offensive act or omission that results in the maltreatment of a person, including acts or omissions of a physical, sexual, verbal, psychological, emotional or financial nature.

Liability arising from the ownership possession or use by or on behalf of **you** of any vessel or craft made or intended to float on or in, or travel through, water, air, or space, except:

- (a) any watercraft not exceeding 10 metres in length, but this does not include power boats used for racing other than **model** power boats which are not designed to carry a person;
- (b) any non-powered watercraft;
- (c) any UAV, as defined below in this provision, provided that:
  - (i) where appropriate **you** comply with the operating and licensing provisions of the Civil Aviation Authority in respect of the use of the UAV in the United Kingdom, including compliance with the Air Navigation Order 2016 or any subsequent amending or replacing legislation act regulation or order;
  - (ii) the operator of the UAV:
    - 1. has obtained the appropriate qualification, where required from the Civil Aviation Authority, that assesses the competence of a person operating a UAV, or where not required is specifically trained in its operation; and
    - 2. complies with the Drone Code as published by Dronesafe.uk or any subsequent amending or replacing guidance;
  - (iii) the UAV is operated within the airspace of United Kingdom;
  - (iv) the UAV is not a military vehicle and does not carry weapons of any kind and is not being used for military purposes or in any way involving military purposes; and
  - (v) the UAV is not being used to transport or deliver anything;

where the ownership possession or use of such watercraft or UAV is included in **your** activities described in **your policy schedule**.

For the purposes of this provision UAV means unmanned aerial vehicle having a mass of not more than 20kg without its fuel, but including any articles or equipment installed in or attached to the aerial vehicle at the commencement of its flight.

**TRV301912/19 SIC 222912/19**

Liability assumed by **you** under a contract to any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 unless the liability would have attached without the contract.

Liability arising from any of **your family** owning land or **buildings**.

Liability arising from the explosion of any boiler or other pressure vessel (but this does not include any boiler used for domestic purposes only on **your** premises or of any other boiler or economiser fixed in **your building**) belonging to or under **your** control, unless:

- (a) the boiler or pressure vessel concerned has, at the time of the incident, a valid **boiler or pressure vessel test certificate**;
- (b) the boiler or pressure vessel concerned does not have a capacity greater than 3 bar litres or is a gas tank with a capacity no greater than 250ml; or
- (c) the boiler or pressure vessel concerned is undergoing a test by a competent boiler inspector, (when, for the avoidance of doubt, cover shall be in force whether or not a valid examination certificate has been issued).

Liability arising from the ownership or operation of track work, except the ownership or operation of track work not exceeding 2-foot gauge where such activity is included in **your** activities described in **your policy schedule**.

Liability arising from pollution or contamination unless the pollution or contamination is arising out of a sudden identifiable unintended and unexpected incident which takes place in its entirety in a specific moment in time and place.

Liability arising from the driving of locomotives, except the driving of locomotives which is included in **your** activities described in **your policy schedule** and provided that if the driver is less than 16 years old they are members of a model engineering club or society and supervised by a competent driver over the age of 16.

Liability arising from the use of **models**, except the use of **models** which is included in **your** activities described in **your policy schedule**.

Liability arising from sparks, ashes, cinders or smoke emitted from any steam powered engine, whilst operating and unaccompanied by any other damage to the steam powered engine, where the steam engine does not comply with any relevant construction and use regulations.

Liability arising from the cost of making good **damage** to property:

- (a) belonging to **you**;
- (b) being that part of any property worked upon by **you** and arising out of such work;
- (c) being any **product** (other than any **product** supplied under a separate contract); or
- (d) in **your** custody or control other than for premises which are temporarily occupied by you as part of **your** activities described in the policy **schedule**.

Liability arising from **products** attached by virtue of an agreement but which would not have attached in the absence of such agreement.

Liability arising from the ownership possession or use by or on behalf of **you** of any mechanically propelled vehicle, or attached trailer, living van, caravan or plant required to be licensed for road use or for which compulsory insurance is required by any road traffic legislation, except:

- a) the loading or unloading of the bringing to or taking away of a load from any mechanically propelled vehicle, or attached trailer, caravan or plant; or
- b) where stationary and powering working plant for

*TRV301912/19 SIC 222912/19*



demonstration purposes.

Provided that **we** will not indemnify **you**:

- i) in respect of liability which is compulsorily insurable under any road traffic legislation; or
- ii) if indemnity is provided by any other insurance.

Liability for costs and expenses for:

- (a) the repair, inspection, alteration, correction or replacement of defective materials, service or workmanship; or
- (b) the withdrawal, recall, inspection, alteration correction or making of any refund in respect of **products**.

Liability arising out of **products** comprising or incorporated in or on any aircraft, spacecraft or military or naval missile.

Liability arising out of **products** comprising or incorporated in ground support or control equipment used for the purpose of guidance, navigation or direction of any aircraft, spacecraft or military or naval missile.

Liability arising out of advice, design, plan, formula, specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged.

Liability arising out of any work away from premises owned, leased or rented by **you** involving the use of **equipment** or **heaters** or any other process involving the application of heat, except the use of electric soldering irons, unless the following precautions are taken at all times:

- (a) a responsible worker is appointed to facilitate compliance with all requirements of these conditions;
- (b) prior permission from the occupier or owner of the site has been granted to use the **equipment** or **heaters**, and suitable and adequate fire extinguishing appliances are provided at the point of use;
 

Suitable and adequate fire extinguishing appliances shall as a minimum mean a nine litre water or a two kilogram multi purpose fire extinguisher;
- (c) all workers are aware of the location of fire alarms and fire fighting equipment provided on site, which shall be ready for operation at the time the **equipment** or **heaters** are in use;
- (d) the item being worked on and the area where the **equipment** is to be used, including on the other side of any ceiling floor wall or partition and within and on the other side of any tank pipe drum or apparatus, are checked to ensure that no combustible material or inflammable liquid or gas is in danger of ignition directly or through conducted heat;
- (e) all combustible materials or inflammable liquids or gases in the vicinity of the work, other than gas or fuel connected to the **equipment**, shall be removed to a point at least eight metres from the area where the **equipment** is being used.

Any combustible material or inflammable liquid or gases which cannot be reasonably moved shall be covered and fully protected by overlapping sheets or screens of non combustible material.

Where the nature of materials or liquids or gases can not be properly verified by a suitably qualified person as non combustible or non inflammable, they must be assumed as combustible or inflammable and all stated precautions be carried out in full;

- (f) **equipment** or **heaters** are examined prior to use and any defects found are repaired or replaced prior to use;
- (g) **equipment** or **heaters** are attended at all times whilst in operation and only used in accordance with the manufacturers instructions and by a worker who is trained and experienced in its use;

*TRV301912/19 SIC 222912/19*

- (h) whilst heating is taking place, **heaters** are kept in the open, or if within a building or on a roof then placed on a surface of non combustible material; and
- (i) the area where the **equipment** has been used, including on the other side of any floor wall ceiling or partition and within and on the other side of any tank pipe drum or apparatus, is to be examined immediately following use of the **equipment** and then at regular intervals for at least one hour to ensure that there is no risk of fire.

For the purposes of this provision:

**equipment** means grinding wheels, cutting discs, angle grinders, electric oxy-acetylene, other welding or cutting equipment, blow torches, blow lamps, flame guns, hot air guns (regardless of how they are powered or driven), or gas powered soldering irons, including all gas or fuel containers and hose connections.

**heaters** means vessels for the heating of tar bitumen or bituminous compounds.

This scheme is underwritten by Travelers Insurance Company Limited and arranged by Walker Midgely Insurance Brokers.

**Travelers Insurance Company Limited**

Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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*TRV301912/19 SIC 222912/19*