

ORIENTEERING CLUBS EQUIPMENT INSURANCE POLICY

All the information supplied by **you** in connection with this insurance forms part of the contract between **you** and **the insurer**.

In return for payment by **you** to **the insurer** of the premium required, **the insurer** will provide the insurance described in this policy.

Schedule

Certificate No	OR10028
Insured	Manchester & District OC
Address	46 Clare Drive Macclesfield Cheshire SK10 2TX
Property Stored Location	In accordance with details lodged with agent and at any of your member's homes
Period of Insurance	1 st June 2019 to 31 st May 2020
Sum Insured	£27705.00
Premium	£287.88
Insurance Premium Tax (IPT)	£34.55
Premium including IPT	£322.43

Richard Weston

Signed on behalf of **the insurer** _____

Dated 01/08/2019

Definitions

Definitions are set out below and any word that has a definition is printed throughout this policy in bold type.

Damage Loss or damage.

Period of insurance Period of insurance stated in the schedule, or any subsequent period for which **you** pay, and **we** accept, the premium.

Property Orienteering equipment in accordance with details provided to and lodged with **the agent**.

The agent Richard Weston Ltd.

The insurer China Taiping Insurance (UK) Co Ltd.

You/your The insured named in the schedule.

Insuring clause

In the event of **damage** as a result of any accidental cause to the **property** arising during the **period of insurance** and within the United Kingdom, **the insurer** will pay an amount to **you** calculated in accordance with the basis of settlement.

Basis of settlement

In respect of **property** purchased new by **you**, **the insurer** will pay at its option the cost of repair to, or replacement of, the **property**, in either case to a condition equivalent to, or substantially the same as, but not better or more extensive than, its condition when new. The amount payable for **property** purchased second-hand will be the cost of replacing the **property** by equipment of similar age and condition.

The insurer's liability under this policy shall not exceed the total sum insured stated in the schedule.

Extension

This insurance shall extend to include **property** whilst on hire or loan to another orienteering club, provided that cover shall only apply whilst

- 1) at the private dwelling of any member of such club;
- 2) at any secure location where such club stores its own equipment: or
- 3) being used in connection with the activities of such club; or
- 4) in the custody and control of a reputable commercial courier for the purpose of transporting the **property** in connection with the hire or loan.

Provided that

- a) this extension shall not apply to any loss involving conversion by any club member of the hirer or borrower; and
- b) **the insurer's** liability under this extension shall not exceed £5000 in any one **period of insurance**.

Exclusions

- 1) This insurance does not cover any claim directly or indirectly caused by or contributed to, by or arising from the following.
 - a) War, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or act of terrorism.
 - b) Ionising radiations from or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.

- c) The radioactive, toxic or other hazardous or contaminating properties of any nuclear installation reactor, or other nuclear assembly or nuclear component thereof.
 - d) Any weapon of war employing atomic or nuclear fission and/or fusion, or other like reaction or radioactive force or matter.
 - e) Manufacturing defect, inherent vice, wear and tear, gradual deterioration or defective workmanship.
 - f) Electrical or mechanical breakdown or derangement.
 - g) Rot, mildew, rust, corrosion, frost, pollution or contamination.
 - h) Insects, woodworm or vermin.
 - i) Deliberate damage, neglect, wilful abuse or misuse.
 - j) Any process of cleaning, altering, servicing or repairing.
- 2) This insurance does not cover the following.
- a) The first £50 of each and every claim, increasing to £100 for electronic punching equipment left in the open overnight whilst at an event.
 - b) **Property** that is not
 - i) at the property stored location stated in the schedule; or
 - ii) being used in connection with the activities of the insured club.
 - c) In respect of **property** kept in timber sheds
 - i) **damage** caused by water, other than as a result of storm or flood;
 - ii) theft other than following forcible or violent entry to the shed; or
 - iii) the first £250 of each and every claim.
 - d) **Damage** to tents or marquees during erection or dismantling.
 - e) Theft of **property** from an unoccupied motor vehicle, unless all doors and the boot are locked and windows and other openings are securely closed.
 - f) Theft of electrical equipment from an unoccupied motor vehicle, unless kept in a locked boot or concealed from view.
 - g) **Property** (other than portable toilets or electronic punching equipment left in the open overnight whilst at an event, provided that **you** have given prior notification to the **agent** and received their acknowledgement) unless stored in a secure building.
 - h) Breakage of **property** of a fragile or brittle nature.
 - i) Cash, cheques or personal belongings.
 - j) Any unexplained loss, shortage or disappearance.

Conditions

- 1) The observance and fulfilment of the terms and conditions of this policy by **you**, insofar as they relate to anything to be done or complied with by **you**, shall be a condition precedent to **the insurer's** liability to make any payment under this policy.
- 2) If the replacement cost of the **property** covered by this policy shall, at the time of any loss, be greater than its sum insured, **you** shall be entitled to recover hereunder only such proportion of the loss as the sum insured bears to its replacement cost.
- 3) If **you** make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this policy shall become void and all claims hereunder be forfeited.
- 4) **You** shall take reasonable precautions to safeguard the **property** against **damage** and maintain the **property** in a sound and safe working condition.
- 5) In the event of a valid claim under this policy, **the insurer** is entitled to pursue, in **your** name but at its expense, recovery of amounts **the insurer** has paid or may become liable to pay and **you** must give **the insurer** all the assistance it may reasonably require to do this.
- 6) If, at the time of any incident resulting in **damage** there be any other insurance covering the whole or part of such incident, whether effected by **you** or not, **the insurer** shall not be liable to pay or contribute more than its rateable proportion of the total payment made for such incident.
- 7) The insurance by this policy may be cancelled by **the insurer** at any time by sending 30 days' notice by recorded delivery letter to **you** at **your** last known address and in such event the premium shall be adjusted on a pro-rata basis for the unexpired period of insurance.
- 9) In addition to the premium, **you** will pay to **the insurer** any tax due on the premium which it is required to collect in accordance with current legislation.
- 10) There is a choice of law applicable to this insurance, but unless agreed otherwise between **you** and **the insurer**, English Law will apply.
- 11) A person, company or club who is not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this condition does not affect any right or remedy of a third party which exists or is available, other than by virtue of this act.
- 12) It is agreed by **you** that any information provided to **the insurer** regarding **you** for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties, provided that it will be processed by **the insurer** in compliance with the provisions of the General Data Protection Regulation.
- 13) **You** must make a fair presentation of the risk to **the insurer** at inception, renewal and variation of this policy.
 - a) In the absence of such fair presentation, **the insurer** may avoid this policy and refuse to pay any claims where any failure to make a fair presentation is
 - i) deliberate or reckless; or
 - ii) of such other nature that, if **you** had made a fair presentation, **the insurer** would not have underwritten the risk.**The insurer** will return the premium paid by **you** unless the failure to make a fair presentation is deliberate or reckless.
 - b) If **the insurer** would have issued this policy on different terms had **you** made a fair presentation, **the insurer** will not avoid this policy, (except where the failure is deliberate or reckless) but **the insurer** may instead
 - i) reduce proportionately the amount paid or payable on any claim, the proportion for which **the insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the insurer** would have charged had **you** made a fair presentation; and/or
 - ii) treat this policy as if such additional terms (other than those requiring payment of premium) that it would have imposed had **you** made a fair presentation had been included.

For the purposes of this condition references to

- A) avoiding a policy means treating this policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of this **policy**), the renewal date (where the failure occurs at renewal of this policy), or the variation date (where the failure occurs when this policy is varied);
 - B) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires; and
 - C) issuing a policy should be treated as references to issuing this **policy** at inception, renewal or varying this **policy** as the context requires.
- 14) **You** must notify **the insurer** as soon as possible if there is any alteration material to the insurance provided herein, including but not limited to
- a) **your** being wound up or carried on by a liquidator or receiver or permanently discontinued;
 - b) changes to information advised to **the insurer** at inception, renewal or variation of this policy which materially increases the risk of **damage**; or
 - c) where **your** interest in the property as described in the **schedule** ceases.
- Upon notification of such alteration, **the insurer** may, at its discretion
- i) continue cover on the same terms;
 - ii) impose additional terms or restrict cover where relevant;
 - iii) alter the premium; or
 - iv) cancel this policy.
- If **you** fail to notify **the insurer** of any such alteration, it may
- A) treat this policy as if those terms that would have been applied had **the insurer** known about the alteration from the date of such alteration in risk had been included (other than relating to premium);
 - B) treat this policy as terminated from the date of such alteration if **the insurer** would have cancelled this **policy** had it known of the alteration and **the insurer** will also return a proportionate amount of premium for the unexpired **period of insurance**; or
 - C) reduce proportionally the settlement on any claim, the proportion for which is derived by comparing the premium **the insurer** would have charged had it known about such alteration with the premium it actually charged.
- 15) Any club to which **property** is loaned or hired by **you** shall be treated as **you** for the purpose of this policy and such club shall be subject to the terms, exclusions and conditions of this policy as if they were **you**.

Claims condition and notification

In the event of any incident occurring that may give rise to a claim under this policy, **you** shall

- 1) as soon as possible, and in any event not later than 7 days thereafter, give notice to **the insurer** of a potential claim;
- 2) at **your** own expense and within 30 days thereafter, complete and forward to **the insurer** a claim form together with any additional documentation, details or particulars as **the insurer** may reasonably require;
- 3) notify the police immediately if the **property** is lost or stolen, or damaged by malicious persons;
- 4) take all reasonable steps to diminish or avoid **damage**; or
- 5) not authorise repair or replacement of the **property** without **the insurer's** prior agreement.

If **you** need to notify **the insurer** of a claim, or any other matter relating to this policy, **you** should contact

Richard Weston Ltd – PO Box 168 London SW20 8LE

Telephone 020 8543 6166 Fax 020 8543 6168 E-mail info@richardweston.co.uk

Information you have provided

In deciding to accept this policy and in setting the terms and premium, **the insurer** has relied upon the information **you** have provided. **You** must take care when answering any questions relating to this insurance by ensuring that all information provided is accurate and complete.

If **the insurer** establishes that **you** deliberately or recklessly provided false or misleading information **the insurer** will treat this policy as if it never existed and decline all claims.

If **the insurer** establishes that **you** carelessly provided false or misleading information **your** policy and any claim could be adversely affected. For example, **the insurer** may

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **The insurer** will only do this if it provided **you** with insurance cover which it would not otherwise have offered;
- amend the terms of **your** insurance. **The insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount it pays on a claim in the proportion the premium **you** have paid bears to the premium it would have charged **you**; or
- cancel **your** policy in accordance with the cancellation condition of this policy.

You will be written to if **the insurer**

- intends to treat **your** policy as if it never existed; or
- needs to amend the terms of **your** policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Oasis Underwriting as soon as practicable.

Oasis Underwriting The Oasis Suite Premier House Londonthorpe Road Grantham Lincs NG31 9SN

Tel No: 01476 513797

Fax: 01476 591543

Email: enquiries@oasisunderwriting.com

Complaints procedure

It is always our intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and we would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If any problem arises in connection with this policy **you** should firstly discuss this with **the agent**.

If **your** enquiry has not been dealt with to **your** satisfaction and **you** wish to make a complaint, please refer to us by contacting

Oasis Underwriting The Oasis Suite Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN

Tel No: 01476 513797

Fax: 01476 591543

Email: complaints@oasisunderwriting.com

If **you** remain dissatisfied, please refer to **the insurer** by contacting

The Compliance Officer China Taiping Insurance (UK) Company Limited 2 Finch Lane London EC3V 3NA

Tel: 0207 839 1888

Fax: 0207 621 1202

E-mail: compliance@uk.cntaiping.com

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **the insurer** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **The insurer** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

Your complaint will be thoroughly investigated and **the insurer** will respond to it as soon as possible. Within twenty business days **the insurer** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **the insurer** will inform **you** in writing within twenty business days why it has been unable to resolve the complaint within that time, why it needs more time to do so and when **you** can expect to receive its final response.

If **the insurer** has not completed our investigation, within eight weeks after the complaint was made, it will write to **you** and explain why there is a further delay. **The insurer** will also confirm when it expects to issue its final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Tel: 0800 023 4 567 from landlines or 0300 123 9 123 from mobile phones

Fax: 020 7964 1001

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **the insurer's** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **the insurer's** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Compensation rights

In the event that **the insurer** is unable to meet its legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100. Website www.fscs.org.uk



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