Bluefin underwriting

Schedule

UMR: B6020A2014BLFCHE

Commercial combined

Policy number: CHU-COM-56538391
Agent reference: 22700915

Client number: 31530636

Insured: EBEDCIO t/as EBU Teachers Association

Agent name: Jelf Thame

Postal address:

Broadfields
Bicester Road
Aylesbury
Buckinghamshire
HP19 8AZ

Address:

Insurance House
46B North Street
Thame
Oxfordshire
OX9 3BH

Issuing office:

Kingfisher House
12 Hoffmanns Way
Chelmsford
CM1 1GU

Business Description: Bridge Instructors Association

Effective date: 01/09/2018
Expiry date: 31/08/2019

Date of issue: 24/08/2018

Premium ex IPT: [redacted]
IPT @ 12.0%:
Underwriting fee:
Total premium:

Important information

Your duty to make a fair presentation of the risk

You must make a fair presentation of the risk to Us when You take out, renew or vary Your policy. This means that You must tell Us about all facts and circumstances which may be material to the risks covered by Your policy in a clear and accessible manner. Material facts are those which are likely to influence Us in the acceptance or assessment of the terms or pricing of Your policy. If You are in any doubt as to whether a fact is material, You should tell Us about it.

If You fail to make a fair presentation of the risk, where that failure is deliberate or reckless, or where, We would not have issued, renewed or varied Your policy had You told Us about a material fact or circumstance, We may treat Your policy as if it had not existed and refuse to pay any claims. In other cases, We may only pay part of the value of Your claim or impose additional terms.

For these reasons, it is important that You check all of the facts, statements and information set out in this document or any other information provided are complete and accurate and that You have answered any questions completely and accurately. If there is more than one person involved in Your business or employed by You, You should check with them where appropriate that the facts and statements that You make are complete and accurate.

You are not required to sign this Statement of Fact but You should read it carefully, if any of the facts, statements or information about You or Your business are incomplete or inaccurate, You or Your insurance adviser must contact Us immediately. Failure to do so could invalidate Your policy or lead to a claim not being paid.

The policy wording applicable is: Commercial combined version 08.16 which is available to download at: www.bluefinunderwriting.co.uk/policy-wordings

Cover summary

The following selections of cover have been selected; please see individual sections of cover and Locations for full details.

Cover	Insured/not insured
Material damage	✗
Business all risks	✗
Business interruption	✗
Money and assault	✗
Book debts	✗
Employers' liability	✗
Public liability	✓
Products liability	✓
Deterioration of stock	✗
Goods in transit	✗
Fidelity guarantee	✗
Legal expenses	✓
Personal accident	✗
Terrorism	✗

Cover

Section 7 – Public liability

The Excess applicable to claims in respect of Damage to third party property is £100

Limit of indemnity	£5,000,000
Geographical limit	UK
Jurisdiction	UK

Endorsements

CC062 - Advertising Injury

We will provide indemnity for advertising injury in respect of any act committed during the ***Period of Insurance***.

The maximum ***We*** will pay in respect of all claims made against ***You*** in any one ***Period of Insurance*** is £250,000.

We will not provide indemnity in respect of

1. Advertising Injury caused by or at the direction of ***The Insured*** or any director or partner of ***The Insured*** with the knowledge that the act would violate the rights of another and would inflict Advertising Injury.
2. Advertising Injury arising out of oral or written publication of material if done by or at the direction of ***The Insured*** or any director or partner of ***The Insured*** with knowledge of its falsity.
3. Advertising Injury arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
4. Advertising Injury arising out of a criminal act committed by or at the direction of ***The Insured*** or any director or partner of ***The Insured***.
5. Advertising Injury arising due to a contract or agreement except to the extent that such liability would have attached in the absence of such contract or agreement.
6. Advertising Injury arising out of a breach of contract except an implied contract to use another's advertising idea in ***The Insured's*** Advertisement.
7. Advertising Injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in ***The Insured's*** Advertisement.
8. Advertising Injury arising out of the wrong description of the price of goods, products or services stated in ***The Insured's*** Advertisement.
9. Advertising Injury committed by ***The Insured*** whose business is:
   a) advertising, broadcasting, publishing or telecasting; or
   b) designing or determining the content of web-sites for others; or
   c) providing an internet search access content or service provider

   For the purposes of this exclusion the placing of frames, borders or links or advertising for ***The Insured*** or others anywhere on the Internet is not by itself considered the business of advertising broadcasting, publishing or telecasting.

10. Advertising Injury arising out of electronic bulletin boards or chat rooms that ***The Insured*** hosts, owns or exercises control over.
11. Advertising Injury arising from the unauthorised use of another's name or product in an email, address domain name or metatag or any other similar methods to mislead another's potential customers.
12. Advertising Injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights
    However this Exclusion does not apply to infringement in The Policyholder's Advertisement of Copyright trade, dress or slogan

For the purposes of this extension

Advertising Injury shall mean

1. oral or written publication of material in any manner that slanders or libels a person's or organisation's goods, products or services
2. oral or written publication of material in any manner that violates a person's right of privacy

Advertisement shall mean a notice about ***The Insured*** for the purpose of attracting members or supporters that is broadcast or published to the general public or specific market segments or material that is placed on the internet or other electronic means of communication.

Provided that only that part of a website is about ***The Insured's*** products for the purpose of attracting customers or supporters is an Advertisement.

CC071 - Hired or Rented Premises

Exclusion 1 of the Hired or Rented Premises extension under Section 7 - Public liability is restated as follows:

The first £100 of Compensation, Costs and Expenses in respect of such ***Damage*** other than by fire or explosion.

CC072 - Member to Member Liability

We will indemnify, as if they were ***The Insured***, any member or official of the club, whilst taking part in insured club activities provided that

1. they are not entitled to indemnity under any other policy
2. they are subject to all of the terms of this section of the policy
3. the maximum amount ***We*** will pay will not exceed ***The Limit of Indemnity*** regardless of the number of parties claiming to be indemnified.

Section 8 - Products liability

The Excess applicable to this section is £100 each and every loss unless otherwise stated below.

Limit of Indemnity	£5,000,000
Jurisdiction	UK

Section 13 – Legal Expenses

Employment disputes and compensation awards
Transfer of undertakings
Legal defence
Disciplinary hearings
Statutory licence appeal
Contract disputes
Debt recovery
Property protection
Tenancy disputes
Personal injury
Tax protection
Legal advice service
Tax advice service
Counselling service
DAS businesslaw
Employment manual

Limit of indemnity	£500,000
Employment disputes compensation awards aggregate limit	£1,000,000 per period of insurance

Bluefin underwriting

The underwriters

This insurance is underwritten by certain underwriters at Lloyd's and other insurance companies as noted below, referred to collectively as the 'Underwriters' who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The subscribing Underwriters' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Section	Underwriter
All other sections	Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Ltd through its service company Amlin UK Limited. Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of MS Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.
Section 13	DAS Head and Registered Office:DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH. Registered in England and Wales, number 103274. Website: www.das.co.uk. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Complaints

If you have any enquiries or complaints arising from your Policy please contact the agent that arranged your Policy. Alternatively, you can write to the Chief Underwriting Officer at Bluefin Insurance Services Limited at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU.

In respect of all sections other than section 13 if you are not satisfied with the way your complaint has been dealt with you may ask the complaints team at Lloyd's to review your case (this does not affect your right to take legal action as necessary).

The address to write to is :

Complaints, Lloyd's Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN

You can also email them at Complaints@Lloyds.com. If this has not resolved your complaint you may refer your complaint to the Financial Ombudsman Service (FOS) at Exchange Tower, London E14 9SR.

In respect of Section 13 if this has not resolved your complaint you may refer your complaint to the Financial Ombudsman Service (FOS) at Exchange Tower, London, E14 9SR.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Making a claim

To make a claim under any section of cover other than Section 13 Legal Expenses please contact Davies Managed Systems Ltd:

newclaims.bluefin@davies-group.com

Or call us on: **0344 856 2089**

If your claim is relating to Section 13 – Legal Expenses please contact DAS Legal Expenses Insurance Company Ltd:

0117 934 2183

Bluefin Insurance Services Limited's aim is to ensure that all aspects of ***Your*** insurance are dealt with promptly, efficiently and fairly. At all times Bluefin Insurance Services Limited are committed to providing ***You*** with the highest standard of service.

If ***You*** have any questions or concerns about ***Your*** policy or the handling of a claim ***You*** should, in the first instance, contact Bluefin Insurance Services Limited or ***Your*** insurance adviser. In the event that ***You*** remain dissatisfied and wish to make a complaint, ***You*** can do so at any time. Making a complaint does not affect any of ***Your*** legal rights.

In respect of all sections excluding section 13 Legal Expenses please contact:

Post: Chief Underwriting Officer, Bluefin Insurance Services Limited, Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

In respect of section 13 Legal Expenses please contact DAS Legal Expenses Insurance Company Limited:

Call: 0344 893 9013 or 0117 934 0066

Email: customerrelations@das.co.uk

Post: Head Office, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

All sections other than section 13 Legal Expenses:

If ***Your*** complaint cannot be resolved within two weeks, or if ***You*** have not received a response within two weeks ***You*** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of ***Your*** complaint and provide ***You*** with a written final response.

Lloyd's contact details are:

Post: Complaints, Lloyd's, One Lime Street, London EC3M 7HA

Telephone: 44 (0) 20 7327 5693 Fax: 44 (0) 20 7327 5225

Email: complaints@Lloyds.com

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

If ***Your*** complaint relates to section 13, or if ***You*** remain dissatisfied after Lloyd's has considered ***Your*** complaint, or if ***You*** have not received a written final response within eight weeks from the date Bluefin Insurance Services Limited received ***Your*** complaint, ***You*** may be entitled to refer ***Your*** complaint to the Financial Ombudsman Service who will independently consider ***Your*** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): 44 (0) 20 7964 0500 Fax: 44 (0)20 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Please note:

You must refer ***Your*** complaint to the Financial Ombudsman Service within six months of the date of the final response.

The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees or from trustees of a trust with net asset value of less than £1m.