

SHIELD TOTAL INSURANCE

**National Society of Allotment and Leisure
Gardeners Ltd**

MEMBERS' BENEFITS BOOKLET

Providing Public Liability Insurance

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INTRODUCTION

We, at Shield Total Insurance, would like to welcome **You** as a Member benefiting from the liability insurance scheme arranged with the National Society of Allotment and Leisure Gardeners Ltd.

In addition to arranging liability insurances **We** have a number of other insurance products that provide insurance for touring caravans, static caravans, trailers, tents, household and many others. Please visit **Our** website at www.shieldtotalinsurance.co.uk for details of these and other products.

Contacting Us at Shield Total Insurance

For enquiries, claims, or complaints, please contact **Us** as follows:

Telephone	o Enquiries	01277 243016
	o Claims	01277 243017
	o Complaints	01277 243024

Post: 2nd Floor Juniper House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, CM13 3BE

Shield Total Insurance is a trading name of Vantage Insurance Services Limited ("VISL"). VISL is authorised and regulated by the Financial Conduct Authority and acts on behalf of **Insurers** who have authorised VISL to issue and administer your policy. VISL's registered office address is 41 Eastcheap, London, EC3M 1DT, (Registered No. 344136). Financial Services Register No 311541

MEMBER BENEFITS

This booklet provides details of the insurance benefits that have been bought for **You** by the National Society of Allotment and Leisure Gardeners Ltd ("NSALG") under a **Master Policy** issued by Shield Total Insurance ("Shield"). Whilst the NSALG has bought these insurance benefits they are not the **Insurers'** agent or representative.

You are not a party to the insurance contract bought by the NSALG but this booklet sets out the cover provided for **Members** whilst the insurance contract remains in force.

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Reasonable Care

You should take all reasonable care to prevent accidents, **Injury** or disease.

Making Claims

To make a claim, please call **Us** on 01277 243017 or write to **Us** at 2nd Floor Juniper House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, CM13 3BE. **You** must follow the claims procedures set out in General Conditions. Please refer to the index on page 1 to find General Conditions.

Your Cancellation Rights

This insurance benefit is provided to **You** under a **Master Policy**. **You** are not a party to the **Master Policy** so **You** cannot cancel it.

Insurers' Cancellation Rights

Insurance benefits are provided to **You** under a **Master Policy**. If **Insurers** cancel the **Master Policy** then the benefits set out in this booklet will cease.

Complaints

We recognise that on occasion things can go wrong. If **You** are unhappy with the service received under this insurance please contact **Us** on 01277 243023 or write to Nigel Coppen at 2nd Floor, Juniper House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, CM13 3BE.

On receiving **Your** complaint **We** will send a full response within 3 working days or tell **You** within that time when **You** can expect a response.

If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction **You** can refer it to the Financial Ombudsman Service. They can be contacted by:

- Telephone: 0800 023 4567 or 0300 123 9123
- Email: complaint.info@financial-ombudsman.org.uk
- Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

The Financial Ombudsman Service website is at www.financial-ombudsman.org.uk. The Financial Ombudsman Service's decision is binding on the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

What happens if **Insurers** cannot meet their liabilities?

Insurers are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that **Insurers** cannot meet their obligations, **You** may be entitled to compensation. Further information about compensation scheme arrangements is available from the FSCS. Their telephone number is 0800 678 1100 or 020 7741 4100. Alternatively, more information can be found at www.fscs.org.uk.

Data Protection

All the information **We** request is necessary to provide quotations, arrange insurance cover and for client relationship management. Personal information will only be used for general insurance purposes including offering renewal, research and statistical analysis and crime prevention. Arranging insurance may involve certain disclosures of personal information to insurers, agents and service providers, industry regulators and our auditors. **We** follow the Data Protection Act 1998 and undertake to comply with the Act or any successor regulation in all **Our** dealings with **Your** personal data. If **You** would like further details about how **We** manage **Your** data and why **We** might share it for insurance purposes, please contact **Us**. Details of the **Insurers'** Privacy Notice is available on their website, www.ageas.co.uk/legal/privacy-policy/

DEFINITIONS

The definitions of certain words, shown below in alphabetical order, have specific meanings whenever they appear in bold in this booklet.

Allotmenteer	A person who grows crops in an allotment or garden for their personal enjoyment only. This definition does not include anyone who performs such activities under any form of employment or any activity undertaken as an officer of a club or association.
Injury	Bodily injury, death, illness or disease
Insurer	Means Ageas Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, and is a Member of the Association of British Insurers ("ABI"). Ageas Insurance Limited's registered address is: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered Number 354568 and Financial Services Register No 202039.
Master Policy	An insurance contract between the National Society of Allotment and Leisure Gardeners Ltd and Insurers that provides insurance benefits to Members .
Member	Means individuals who have paid their subscriptions to and are registered as members of the National Society of Allotment and Leisure Gardeners Ltd.
Our / Us / We	Means Shield Total Insurance who is a trading name of Vantage Insurance Services Limited ("VISL"). VISL (Registered No. 3441136) is authorised and regulated by the Financial Conduct Authority ("FCA") and acts on behalf of Insurers who have authorised VISL to issue and administer policies and to hold premium and claim monies as their agent.

DEFINITIONS - continued

Period of Insurance	The 12 months starting from the day when You became a Member or renewed Your membership but not including any period prior to the day when the Master Policy started.
Territorial Limits	England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.
You / Your	Means the Member enjoying benefits flowing from the Master Policy

THE COVER – Public Liability

What is Covered

Whilst **You** remain a fully-paid-up **Member**, **Insurers** will indemnify **You** against all sums which **You** become legally liable to pay as damages and claimants costs and expenses arising out of accidental **Injury** to any person or accidental loss of or damage to property where such **Injury** or loss or damage occurs during the **Period of Insurance** within the **Territorial Limits** and in connection with **Your** personal activities as an individual **Allotmentee** or whilst **You** are attending a show run by an allotment association.

Insurers will also pay for legal costs and expenses incurred with their prior written consent in defence of any claims and for representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this insurance

The maximum amount **Insurers** will pay during any 12 month period is £50,000 in respect of all claims arising from any one **Member** including all legal costs and expenses.

What is not Covered

Insurers will not be liable for:

- 1) any claims for compensation, costs or expenses arising from defending claims of negligence unless **Insurers** have agreed beforehand
- 2) the first £100 of any claim

Insurers will not pay any claim where **Your** alleged negligence arises from:

- 1) any business or **Your** employment or from any goods or products that **You** make, alter, repair, service, sell or deliver.
- 2) the lighting of fireworks under any circumstances or the lighting of bonfires unless you have complied with the Bonfire Condition in General Conditions
- 3) the direct or indirect use of any power operated lift, hoist, crane, ship, vessel, craft, horse-drawn vehicle or any motor vehicle for which third party liability cover is required under any road traffic law.
- 4) the use of powered machinery unless operated by a responsible person over the age of 18 who has received the appropriate training and is using such machinery in accordance with the manufacturer's instructions
- 5) the use of pesticides or poisons unless the manufacturer's instructions have been followed
- 6) any illegal or fraudulent activities or caused by **Your** deliberate act
- 7) the employment or involvement of any dog that is prohibited under the Dangerous Dogs Act 1991

- 8) All claims for loss, damage, destruction or injury in respect of pollution or contamination including the cost of removing nullifying or cleaning up seeping or polluting or contaminating substances or remediation unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**

Provided that

- a) all pollution or contamination which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
- b) the liability of Insurers for all damages and claimants costs and expenses payable in respect of all pollution or contamination which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule of Insurance**

Pollution or Contamination shall mean

- i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- ii) all Injury or damage directly or indirectly caused by such pollution or contamination rising from Seeping or Polluting or Contaminating Substances

Seeping or Polluting or Contaminating Substances means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

Remediation includes "remediation" under the Environment Act 1995

Insurers will not be liable for

- 1) any claim in respect of any **Injury** suffered by **You** or loss or damage to property belonging to **You**
- 2) any claim in respect of which **You** have agreed to exclude or limit **Your** rights of recovery from another party or arising only because of a contract **You** have agreed
- 3) the cost of fines, penalties, punitive, exemplary, aggravated or liquidated damages
- 4) the multiplied portion of any damages award
- 5) any compensation, costs and expenses that are covered by another insurance policy
- 6) any claim brought or maintained outside the **Territorial Limits**

GENERAL CONDITIONS

1) Making Claims

It is a condition precedent that **You** follow the claims procedure set out below.

- (a) **You** will on receiving notice of any accident or claim give immediate notice in writing to **Us** and shall supply full particulars in writing and shall send to **Us** any writ, summons or other legal process issued or commenced against **You** unacknowledged and will give all necessary information and assistance to enable **Insurers** to settle or resist any claim or to institute proceedings and shall not negotiate, pay, settle, admit or repudiate any claim
- (b) **You** will provide all help and assistance and co-operation required by **Insurers** in connection with any claim **You** shall at **Your** own expense furnish to **Insurers** any certificates, information and evidence that may from time to time be required by them and in the form prescribed by them

Insurers will be entitled to undertake in **Your** name and on **Your** behalf the absolute conduct, control and settlement of any proceedings and to take proceedings at their own expense and for their own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of anything covered by the **Master Policy**.

2) Bonfire Condition

If **You** light a bonfire **You** must:

- (a) make sure it is located within **Your** allotment, well away from any highly flammable liquids or items such as gas cylinders and fuel cans and in a cleared area where there are no overhanging branches, with minimal grass and scrub and a safe distance from all property and no less than ten metres from any property located outside the allotment and;
- (b) attend it at all times whilst it is alight and;
- (c) not light it with any form of accelerant and;
- (d) fully extinguished it with water when **You** have finished

3) Other Insurance

If any claim covered by the **Master Policy** is also covered in whole or in part by any other insurance the liability of **Insurers** shall be limited to their rateable proportion of such claim

4) Fraud

Insurers will not pay for any claim that is deliberately exaggerated or where **You** or anyone acting for **You** uses, or attempts to use, fraudulent means to obtain benefits under the **Master Policy**. If **You** or they do, or attempt to:

- (a) **Insurers** will remove all benefits **You** would have enjoyed from the date of the fraudulent act
- (b) **Insurers** will not refund any premiums

all benefits to **You** under the **Master Policy** shall be forfeited and such actions will be reported to the National Society of Allotment and Leisure Gardeners Ltd.

Insurers may also inform the police and fraud prevention agencies of the circumstances.

5) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from the Act

6) Law Applicable to the Contract

The **Master Policy** and the benefits flowing from it will be governed by English law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **You** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

7) Language

The contractual terms and conditions and other information relating to the **Master Policy** and the Member Benefits Booklet will be in the English language.