

# Model Railway Collection



Arranged by

**magnet**<sup>™</sup>  
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**ansvar**  
Insuring the heart of your community

# Model Railway Collection

Thank you for insuring with Ansvar and we welcome you as a policyholder. We have been trading in the UK for more than 50 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Your policy wording, including the schedule is the evidence of the legal contract for this insurance. You should read this policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in policy details or in policy cover. Please contact your insurance advisor or us immediately if this policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure for full details.

Underwritten by Ecclesiastical Insurance Office plc

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# Making a Claim

Phone: 0345 606 0431

For new claims the services are available 24 hours a day, 7 days a week.

For enquiries about existing claims, the services are available from Monday to Friday 8am to 6pm.

Email: [ansvar.claims@ansvar.co.uk](mailto:ansvar.claims@ansvar.co.uk)

Online: [www.ansvar.co.uk](http://www.ansvar.co.uk)

## FOR ALL CLAIMS

The action to be taken by you in the event of any incident which may give rise to a claim is shown in general condition 10 (Claims Procedure (Your Duties)) of this policy but the following notes may assist in relation to particular covers.

## MODEL RAILWAY COLLECTION

- After any loss or damage you must take all reasonable steps to prevent further loss or damage.
- If the damage is serious, we may decide to appoint an independent loss adjuster or investigator to deal with your claim, therefore you must contact our claims department immediately for further assistance.
- Claims for damage by riot, civil commotion, strikes or labour disturbances must be reported to us and the police within 7 days in order to protect your, and our, rights of recovery against the police authorities.
- If possible, obtain competitive estimates for the repair and, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged property is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the requested information, with a completed claim form where requested, for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.
- When necessary, you should arrange for emergency repairs to be carried out to prevent further damage.

## LIABILITY (CLAIM BEING MADE AGAINST YOU)

- If someone is making a claim against you please notify us immediately.
- Do not make any promise to pay.
- Send any letter or document to us unanswered.

## SALVAGE

All salvage must be protected and retained for our inspection, unless we or the loss adjuster have instructed you to the contrary.

## THEFT, LOSS AND MALICIOUS DAMAGE

Tell the police as soon as reasonably possible if property is stolen or maliciously damaged and obtain a crime reference number. If a valuable item is lost, you should still contact the police in case your property has been handed in. You must take all reasonable steps to prevent any further loss.

# The Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by government, which gives you your money back if your authorised financial services provider is unable to pay you because it has insufficient assets.

The FSCS can only pay compensation for customers of financial services firms authorised by the Prudential Regulation Authority or the Financial Conduct Authority.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought.

The FSCS does not charge individual consumers for using its service.

The FSCS cannot help you if the firm you have done business with is still trading.

You can write to:

Financial Services Compensation Scheme  
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Visit the website: [www.fscs.org.uk](http://www.fscs.org.uk)

Phone FSCS helpline: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

# Complaints Procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or by phone at any time to:

Ansvar Insurance

Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR

Phone: 0345 60 20 999 or 01323 737541

Email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)

## OUR PROMISE TO YOU

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- investigate your complaint thoroughly and impartially;
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.
- For more complicated issues, we may need a little longer to investigate and we may ask you for more information to help us reach a decision.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will tell you about your right to take the complaint to:

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR

Phone: 0800 023 4567

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)

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website which has been set up by the European Commission.

Website: <http://ec.europa.eu/consumers/odr/>

This complaints procedure does not affect your right to take legal proceedings.

## Useful Addresses

<p>ANSVAR INSURANCE Ansvar House, St Leonards Road Eastbourne, East Sussex BN21 3UR <a href="http://www.ansvar.co.uk">www.ansvar.co.uk</a></p>	<p>ASSOCIATION OF BRITISH INSURERS Consumer Information Department One America Square, 17 Crosswall London EC3N 2LB <a href="http://www.abi.org.uk">www.abi.org.uk</a></p>	<p>FINANCIAL OMBUDSMAN SERVICE Exchange Tower London E14 9SR <a href="http://www.financial-ombudsman.org.uk/">www.financial-ombudsman.org.uk/</a></p>
<p>FINANCIAL CONDUCT AUTHORITY (To protect and enhance consumer confidence in the UK financial system) 25 The North Colonnade Canary Wharf, London E14 5HS <a href="http://www.fca.org.uk/">www.fca.org.uk/</a></p>	<p>FINANCIAL SERVICES COMPENSATION SCHEME 10th Floor, Beaufort House 15 St Botolph Street, London EC3A 7QU <a href="http://www.fscs.org.uk">www.fscs.org.uk</a></p>	<p>MAGNET INSURANCE SERVICES LTD Newark Beacon Cafferata Way, Newark Nottinghamshire NG24 2TN <a href="http://www.magnetinsurance.co.uk">www.magnetinsurance.co.uk</a></p>
<p>PRUDENTIAL REGULATION AUTHORITY (To promote safety and soundness of regulated firms and, in respect of insurers, secure the appropriate degree of protection for policyholders) Bank of England, Threadneedle Street, London EC2R 8AH <a href="http://www.bankofengland.co.uk/pr/">www.bankofengland.co.uk/pr/</a></p>		

## Policy Wording

This policy, its schedule, and any endorsements and certificates are to be read together as one document.

**We** will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of this policy, during the **period of insurance** shown in the schedule, provided that **you** pay the premium and **we** accept the premium.

This policy shall be governed by and construed in accordance with the law of England and Wales unless **your** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

**We** will communicate with **you** in English at all times.

### SPECIAL NOTE (not forming part of this policy):

This policy includes:

- a) general exclusions and conditions. These apply to each and every section of the policy unless stated otherwise. The following general conditions are of particular importance and explain about:
  - Cancellation: when you or we could cancel the policy
  - Misrepresentation: what happens if you misrepresent the risk to us or fail to disclose information
  - Fraud: the consequences of making a fraudulent claim
  - Alteration of risk: what you must do if the risk changes and the consequences if you fail to tell us.
- b) special requirements. These are aimed at reducing the risk of loss, damage or liability. Compliance with these special requirements is a condition precedent to our liability. This means we will not pay a claim (unless we say otherwise) if your failure to comply with a special requirement causes or increases a loss for which a claim is made.

## Definitions

Some words or phrases used in this policy and its endorsements are in **bold italics** and have particular meanings that are stated below unless otherwise specified by endorsement. If they are not in **bold italics** then the normal everyday meaning will apply.

These definitions apply equally where used in the singular or plural unless otherwise stated.

<b>abuse</b>	<ul style="list-style-type: none"> <li>• physical or psychological abuse, or</li> <li>• the intentional inappropriate administration or non-administration of any drug, medicine or substance, or</li> <li>• conduct of a sexual nature including sexual molestation, assault, gratification, coercion, harassment or pressure of any kind, or</li> <li>• repeated or continuing threatening, abusive or insulting words or behaviour</li> </ul>
<b>act of terrorism</b>	<p>a) The following definition applies to any section, or part of a section, for Property Damage, Business Interruption, Model Railway Collection and Money:</p> <p>in respect of:</p> <ol style="list-style-type: none"> <li>i. England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)</li> </ol> <p>acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto</p> <ol style="list-style-type: none"> <li>ii. all other instances</li> </ol> <p>an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear</p> <p>b) The following definition applies to any section, or part of a section, for Employers' Liability, Public and Products Liability, Professional Indemnity, Reputational Risks, Cyber or Trustees' and Directors' Indemnity</p> <p>an act including, but not limited to, the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear</p>
<b>asbestos</b>	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
<b>bodily injury</b>	death, illness, injury or disease
<b>claim</b>	<b>your</b> request to <b>us</b> for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses arising from one event consequent on or attributable to one source or original cause

# Definitions

<b>collectors' value</b>	<p>the price a willing buyer would pay to a willing seller with good title immediately prior to the loss</p> <p>The <b>collectors' value</b> will be established after a reasonable period for investigating:</p> <ul style="list-style-type: none"> <li>• the collectors' market for such property, including examples of similar property taken from enthusiast magazines, journals, websites, and</li> <li>• <b>your</b> purchase receipts, and</li> <li>• any other supporting evidence</li> </ul> <p>and taking into account the state of the collectors' market for property of the same type, size and condition</p>
<b>computer system</b>	computers, other computing and electronic equipment linked to a computer, hardware, electronic data, processing equipment, <b>microchips</b> and anything which relies on a <b>microchip</b> for any part of its operation and includes for the avoidance of doubt any computer installation
<b>costs and expenses</b>	<p>a) legal costs and expenses recoverable from <b>you</b> by any claimant</p> <p>b) defence costs and expenses incurred with <b>our</b> written consent</p>
<b>damage/damaged</b>	physical loss, destruction or damage
<b>data</b>	information represented or stored electronically, including, but not limited to, code or series of instructions, operating systems, software programs and firmware
<b>data protection legislation</b>	the Data Protection Act 1998 or any subsequent legislation that specifically replaces this act
<b>defamation</b>	defamation, libel, slander and slander of title to goods
<b>excess</b>	the first amount of each and every agreed <b>claim</b> that <b>you</b> will be asked to pay
<b>family</b>	<b>you, your</b> spouse or partner, relatives and any other person (including au pairs) all permanently living in the <b>home</b>
	The definition of <b>family</b> does not include any tenants or paying guests
<b>flood</b>	<p>a) the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam</p> <p>b) inundation from the sea</p> <p>c) the flow of water over the ground due to heavy rainfall, which is unable to drain naturally into the land or into surface water drains at a sufficient rate</p>
<b>gauge 1 classification</b>	model and garden railways with a standard track width not exceeding 1¾ inches (45 mm)
<b>home</b>	<b>your</b> private dwelling at the Location shown in the schedule together with its garages and <b>outbuildings</b>
<b>labour costs</b>	<p>labour costs incurred with <b>our</b> prior consent to repair or restore the <b>model railway collection</b> following a valid <b>claim</b> subject to a limit of 50% of the:</p> <ul style="list-style-type: none"> <li>• sum insured of any item specified, or</li> <li>• single item limit for any unspecified item</li> </ul> <p>in the Model Railway Collection Specification shown in the schedule</p>
<b>microchip</b>	any unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller
<b>model railway collection</b>	<p>the following property belonging to <b>you</b> or for which <b>you</b> are responsible that forms <b>your</b> model or garden railway collection:</p> <ul style="list-style-type: none"> <li>• baseboards, electrical control equipment and wiring, scenery, track work, locomotives and rolling stock, and other model accessories not exceeding a track width of 7¼ inches (185 mm)</li> <li>• tools, memorabilia, photos, books, DVDs and all other property</li> </ul> <p>all as specified, or part of a miscellaneous item, in the Model Railway Collection Specification shown in the schedule and used in connection with <b>your model railway activities</b></p>

# Definitions

<b>offshore</b>	<p>a) embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel</p> <p>b) whilst on any offshore rig, platform or service or accommodation vessel</p>
<b>outbuildings</b>	<p>sheds, glass-houses, conservatories, garages, storage units, plant rooms, workshops or other buildings at the <b>premises</b>, all being used for your <b>model railway activities</b>, either:</p> <p>a) detached from, or</p> <p>b) attached to but not internally communicating with the <b>home</b></p>
<b>period of insurance</b>	the period shown in the schedule
<b>premises</b>	the buildings and grounds at the address(es) shown in the schedule as 'Location'
<b>products</b>	goods (including their containers, packaging, labelling or instructions) no longer in <b>your</b> custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by <b>you</b> from or in the <b>territorial limits</b> in connection with <b>your model railway activities</b>
<b>reinstatement</b>	<p>the rebuilding, replacement or repair of property <b>damaged</b> to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new</p> <p>Where appropriate, <b>reinstatement</b> may be carried out:</p> <p>a) to <b>your</b> requirements</p> <p>b) upon another site</p> <p>provided <b>our</b> liability is not increased</p>
<b>territorial limits</b>	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
<b>unoccupied</b>	<p>a) not lived in by either the <b>family</b> or anyone authorised by <b>you</b> for more than 60 consecutive days; or</p> <p>b) without sufficient furniture and furnishings for normal living purposes</p>
<b>virus or similar mechanism</b>	<p>program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. Virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs</p> <p>For general exclusion 10 (Electronic Risks) only this definition is as follows: programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a <b>computer system</b>, transmitted between <b>computer systems</b> by transfer between <b>computer systems</b> via networks, extranets, and internet or electronic mail or attachments thereto, or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not</p>
<b>we / us / our</b>	Ansvar Insurance – a business division of Ecclesiastical Insurance Office plc
<b>you / your / insured / policyholder</b>	the person(s), company or organisation named in the schedule as the policyholder
<b>your model railway activities</b>	<p>use, ownership, repair and maintenance of <b>your</b>:</p> <ul style="list-style-type: none"> <li>• <b>model railway collection</b></li> <li>• ride on locomotives and rolling stock of garden railways forming part or all of the <b>model railway collection</b> where declared to, and accepted by, <b>us</b> and shown by endorsement on the schedule</li> </ul> <p>whilst:</p> <ul style="list-style-type: none"> <li>• at the <b>home</b></li> <li>• away from the <b>home</b> including at exhibitions, or in transit to and from, and in the custody or control of a member of the <b>family</b></li> </ul> <p>and within the <b>territorial limits</b></p>

# Section 1 Model Railway Collection

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay for <b>damage</b> to:</p> <ol style="list-style-type: none"> <li>the <b>model railway collection</b></li> <li>any other specified property forming part of the <b>model railway collection</b></li> </ol> <p>as listed in the Model Railway Collection Specification on the schedule, when:</p> <ol style="list-style-type: none"> <li>at the <b>home</b> or</li> <li>anywhere within the <b>territorial limits</b> while in the custody or control of a member of the <b>family</b>.</li> </ol> <p>RESTRICTED COVER</p> <p>If <b>we</b> cover any of the following property:</p> <ol style="list-style-type: none"> <li>marquees or tents</li> <li>inflatables</li> <li>sports equipment (including winter sports)</li> <li>wind turbines</li> <li>solar or photovoltaic panels</li> </ol> <p>either specifically or as part of a miscellaneous item in the Model Railway Collection Specification, the cover is restricted to <b>damage</b> to such property caused by the following events only:</p> <ol style="list-style-type: none"> <li>fire, explosion, lightning, earthquake or smoke</li> <li>theft or attempted theft</li> <li>riot and civil commotion</li> <li>storm or <b>flood</b></li> <li>aircraft or other aerial devices or articles dropped from them</li> <li>impact by any road vehicle, train or animal</li> <li>accidental <b>damage</b> caused by falling trees, branches, telegraph poles, lamp posts or pylons.</li> </ol> <p>occurring within the stated <b>territorial limits</b>.</p>	<ol style="list-style-type: none"> <li>The amount of <b>excess</b> shown in the schedule but increased to £250 in respect of theft or attempted theft of property from any:             <ol style="list-style-type: none"> <li>unattended motor vehicle or caravan</li> <li>trailer</li> <li>hotel or guest house room.</li> </ol> </li> <li>Explosion <b>damage</b>:             <ol style="list-style-type: none"> <li>consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus, belonging to <b>you</b> or under <b>your</b> control, in which internal pressure is due to steam only other than steam boiler(s), not exceeding <b>gauge 1 classification</b>, forming part of the <b>model railway collection</b></li> <li>in respect of, and originating in, any vessel, machine or apparatus, or its contents, belonging to <b>you</b> or under <b>your</b> control, which is required to be examined to comply with any statutory regulations, unless such vessel, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service.</li> </ol> </li> <li>Consequential loss of any kind.</li> <li><b>Damage</b>:             <ol style="list-style-type: none"> <li>occurring in the <b>home</b> while it is left <b>unoccupied</b> or occupied by squatters</li> <li>covered by any other insurance</li> <li>to any kind of electronic data, or audio or visual recordings (except as provided for in the definition of <b>model railway collection</b>)</li> <li>to property held or used for any business, profession or occupation</li> <li>which is specifically included or excluded elsewhere under this section or by endorsement</li> <li>to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs</li> <li>attributable solely to change in the water table level</li> <li>resulting from the stoppage of work.</li> </ol> </li> <li><b>Damage</b> caused by or resulting from:             <ol style="list-style-type: none"> <li>fraud, deception (unless used solely to gain entry to the <b>home</b>) or false payment</li> <li>any deliberate, malicious or wilful act by a member of the <b>family</b> or by any person lawfully in the <b>home</b>.</li> </ol> </li> <li><b>Damage</b> to any:             <ol style="list-style-type: none"> <li>money, securities, credit and debit cards</li> <li>strings, reeds or drumheads on musical instruments</li> <li>living creatures</li> <li>trees, shrubs, plants or other vegetation</li> <li>explosives.</li> </ol> </li> <li><b>Damage</b> caused by or consisting of:             <ol style="list-style-type: none"> <li>faulty workmanship, defective design or the use of defective materials</li> <li>inherent vice or latent defect</li> <li>wear and tear, depreciation or gradually operating cause but this does not apply to subsequent <b>damage</b> which itself results from a cause not otherwise excluded</li> <li>the deliberate erasure, loss, distortion or corruption of electronic data</li> <li>fungus, mildew or rot</li> <li>disappearance, unexplained or inventory shortage, misfiling or misplacing of information</li> <li>acts of fraud or dishonesty.</li> </ol> </li> </ol> <p>Continued...</p>



# Section 1 Model Railway Collection

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>Continued...</p> <p>8. <b>Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>a) action of light, atmospheric or climatic conditions (other than storm or <b>flood</b>) or frost</li> <li>b) moths, vermin, insects, parasites or woodworm</li> <li>c) domestic pets</li> <li>d) any process of cleaning, dyeing, altering, repairing, renovating or restoring</li> <li>e) a rise or fall in temperature</li> <li>f) any heating process or any process involving the application of heat.</li> </ul> <p>9. <b>Damage</b> consisting of:</p> <ul style="list-style-type: none"> <li>a) marring or scratching</li> <li>b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.</li> </ul> <p>10. <b>Damage</b> by theft of property from:</p> <ul style="list-style-type: none"> <li>a) a soft topped, soft sided, open topped or open sided trailer</li> <li>b) any unattended motor vehicle unless: <ul style="list-style-type: none"> <li>i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and</li> <li>ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked</li> </ul> </li> <li>c) any unattended caravan unless all windows and sunroofs are securely closed and all doors locked</li> <li>d) unlocked hotel or guest house room.</li> </ul> <p>11. Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</p>

## Special requirement for Model Railway Collection

**You** are required as a condition precedent to **our** liability:

### SECURITY

for **damage** caused by theft or attempted theft to any property insured under this section, to ensure that:

- a) such property is kept in a locked building or locked compound when not in use, or
- b) in respect of any trailer, and/or contents of any trailer insured under this section, when the trailer is parked and not in use to:
  - i. keep it in a locked building or locked compound, or
  - ii. immobilise it by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) must be secured with a coach-bolted locking bar and close shackle padlock.

## Extension for Model Railway Collection

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 ADDITIONAL INTERESTS</p> <p>The interest of any third party in any property insured by this section is automatically noted provided that:</p> <ul style="list-style-type: none"> <li>a) the interest is required to be included on this policy by <b>you</b> under the terms of any hiring lease or hire purchase agreement</li> <li>b) the cover for the additional interest is no more extensive than the current cover provided to <b>you</b> under this policy at the time the interest commences</li> <li>c) <b>you</b> advise full details to us in writing as soon as reasonably practicable.</li> </ul>	

# Claims settlement for Model Railway Collection

**We** can choose to settle a **claim** for **damage** by either:

- a) paying for materials and **labour costs** to repair or restore, or
- b) by making a cash payment for the current **collectors' value** of any property insured that cannot be replaced as new, repaired or restored, or
- c) replacing the property insured.

Where **we** can offer repair or replacement through a preferred supplier but **we** agree to make a cash payment, then such payment will not exceed the amount **we** would have paid **our** preferred supplier.

Unless otherwise stated, settlement will be calculated on the basis of **reinstatement** except for any type of clothing or linen.

If the **reinstatement** basis of settlement does not apply then settlement will be based on the replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**.

**We** will not be bound to reinstate exactly or completely any property that is the subject of a **claim**, but only as circumstances permit and in reasonably sufficient manner.

## COMPUTERS

Subject to the item limit, **we** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

**We** will not pay for:

- a) installation of software that can be completed by **you** following manufacturer's standard instructions
- b) any non-proprietary software
- c) reconstitution or re-input of any electronic data held
- d) the value to **you** of any electronic data.

## UNDERINSURANCE

When **reinstatement** applies: if at the time of **damage** the sum insured for any item is less than its full **reinstatement** value **we** will only pay the same proportion of the **damage** as the sum insured bears to the full **reinstatement** value for that item.

When **reinstatement** does not apply: if at the time of the **damage**, the sum insured (adjusted for index-linking) by any item is less than the total cost of replacing or repairing the property to which that sum insured relates to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition immediately prior to the **damage**, then the amount **we** will pay will be reduced in the same proportion that the sum insured (adjusted for index-linking) bears to its total cost of replacement or repair.

## LIMITS

The most **we** will pay:

- a) in respect of any **claim**:
  - for any one unspecified item forming part of the **model railway collection** is £1,000
  - that arises as a result of theft from any unattended motor vehicle, caravan or trailer is £5,000
- b) in any one **period of insurance** for each item listed in the Model Railway Collection Specification of the schedule is its sum insured, unless such sum insured is reinstated after a **claim** in accordance with the Automatic Reinstatement of Sum Insured.

The amount **we** pay under any extension to this section forms part of, and is not in addition to, the **period of insurance** limitations stated above.

## AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured for any item shown in the schedule or listed within the Model Railway Collection Specification of the schedule will be reinstated by the amount of any **claim we** pay, unless:

- a) the **claim** relates to the total loss of any specified item, or
- b) **we** or **you** give notice to the contrary within 30 days of notification of the **claim to us** and provided that, if **we** so require, **you** will:
  - i. pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
  - ii. take immediate steps to carry out any **damage** prevention measures that **we** may specify.

## MATCHING ITEMS

**We** will pay for a **damaged** item that forms part of a pair, set, suite or one of a collection of matching items, but **we** will not pay for any other item that has not been **damaged** or may lose value just because it forms part of a pair, set, suite or one of a collection of matching items.

## VALUATIONS

For any specified item forming part or all of the **model railway collection** valued at £5,000 or more, **we** will require an independent valuation from a UK dealer of such property or any other valuation acceptable to **us**.

# Section 2 Public and Products Liability

This insurance by this section is on a 'costs in addition' basis.

This means that, unless **we** say otherwise, **costs and expenses** are payable in addition to the indemnity limit specified in the schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as damages for accidental:</p> <ol style="list-style-type: none"> <li>1. <b>bodily injury</b> to any person</li> <li>2. <b>damage</b> to material property</li> <li>3. obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement</li> </ol> <p>occurring during the <b>period of insurance</b> in connection with <b>your model railway activities</b> and happening:</p> <ol style="list-style-type: none"> <li>a) within the <b>territorial limits</b></li> <li>b) anywhere in the world (other than within the United States of America or Canada) and caused by <b>products</b>.</li> </ol> <p><b>We</b> will in addition pay costs and expenses except in respect of any <b>claim</b>:</p> <ol style="list-style-type: none"> <li>1. under an extension to this section which:           <ol style="list-style-type: none"> <li>a) only covers <b>costs and expenses</b>, in which circumstances the extension limit will apply</li> <li>b) specifically states that the extension limit includes <b>costs and expenses</b></li> </ol> </li> <li>2. which:           <ol style="list-style-type: none"> <li>a) is brought within the legal jurisdiction of the United States of America or Canada</li> <li>b) arises from an <b>act of terrorism</b> in which circumstances the <b>costs and expenses</b> is included within the indemnity limit, or extension limit, to which the <b>claim</b> applies.</li> </ol> </li> </ol> <p>Within <b>costs and expenses</b>, <b>we</b> will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with <b>our</b> written consent.</p>	<ol style="list-style-type: none"> <li>1. The amount of <b>excess</b> shown in the schedule in respect of each <b>claim</b> for <b>damage</b> to material property.</li> <li>2. Liability arising directly or indirectly from any:       <ol style="list-style-type: none"> <li>a) ride on locomotives or rolling stock forming part or all of the <b>model railway collection</b> unless the Ride-on Locomotives and Rolling Stock extension to this section is shown as operative in the schedule</li> <li>b) explosion resulting from the bursting of any boiler, economiser or other vessel, machine or apparatus, belonging to <b>you</b> or under <b>your</b> control, in which internal pressure is due to steam only other than steam boiler(s), not exceeding <b>gauge 1 classification</b>, forming part of the <b>model railway collection</b></li> <li>c) error or omission in the provision of professional services</li> <li>d) treatment of any kind (other than first aid)</li> <li>e) <b>defamation</b></li> <li>f) <b>bodily injury</b> to a member of the <b>family</b></li> <li>g) <b>damage</b> to property:           <ol style="list-style-type: none"> <li>i. belonging to or under the control of a member of the <b>family</b></li> <li>ii. or any part on which a member of the <b>family</b> is or has been working where the <b>damage</b> results from such work</li> </ol> </li> <li>h) <b>offshore</b> activities</li> <li>i) counselling, advice, design, formula or specification whether given for a fee or not</li> <li>j) medical, surgical, dental, pharmaceutical or therapeutic <b>products</b></li> <li>k) <b>products</b> incorporated in any:           <ol style="list-style-type: none"> <li>i. craft designed to travel through air or space</li> <li>ii. watercraft which could affect its safety, navigation or propulsion</li> <li>iii. mechanically propelled vehicles which could affect their safety</li> <li>iv. gas, chemical, petrochemical or power generation plant</li> </ol> </li> <li>l) any business, trade, profession or occupation of any member of the <b>family</b></li> <li>m) use of business or trade equipment at any business premises</li> <li>n) <b>damage</b> to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any <b>products</b> or contract work executed by <b>you</b>, which is caused by a defect or its unsuitability for its intended purpose</li> <li>o) <b>products</b>:           <ol style="list-style-type: none"> <li>i. exported to</li> <li>ii. sold, supplied or worked upon by <b>you</b>, or by others for <b>you</b> from within the United States of America or Canada</li> </ol> </li> <li>p) <b>bodily injury</b>, or allegations of <b>bodily injury</b>, caused by <b>abuse</b></li> <li>q) second-hand <b>products</b> (except as provided for in the Second-hand Goods (Products Liability) extension to this section)</li> <li>r) firework and/or bonfire events</li> </ol> </li> </ol> <p>Continued...</p>

## Section 2 Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>Continued...</p> <ol style="list-style-type: none"> <li>3. Liability arising directly or indirectly from:               <ol style="list-style-type: none"> <li>a) ownership of any building (including its land and adjacent grounds) and repair and maintenance of such property</li> <li>b) ownership or use by <b>you</b>, or by others for <b>you</b>, of any premises within the United States of America or Canada</li> <li>c) ownership, possession or use by <b>you</b> or on <b>your</b> behalf, or by any person entitled to cover under this section, of any:                   <ol style="list-style-type: none"> <li>i. watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space</li> <li>ii. mechanically propelled vehicles for which compulsory motor insurance or security is required other than for:                       <ul style="list-style-type: none"> <li>- loading and unloading</li> <li>- the use of plant at the <b>premises</b> unless cover is provided by any other policy.</li> </ul> </li> </ol> </li> </ol> </li> <li>4. Liability arising from an agreement in respect of <b>products</b> or contract work executed by <b>you</b> unless liability would have existed without the agreement.</li> <li>5. The costs of remedying any defect or alleged defect in premises which <b>you</b> have disposed of.</li> <li>6. Liability directly or indirectly caused by, resulting from or in connection with an <b>act of terrorism</b> arising at, or in connection with, any:               <ol style="list-style-type: none"> <li>a) premises of 40 storeys or more</li> <li>b) sports stadia, exhibitions, theatres, music venues or any events organised by <b>you</b>, where attendance may exceed 2,500 persons at any one time.</li> </ol> </li> <li>7. Fines or penalties.</li> <li>8. Punitive, exemplary, aggravated or multiplied damages.</li> <li>9. Liquidated damages.</li> <li>10. Any compensation awarded by a court of criminal jurisdiction.</li> <li>11. Any <b>claim</b> if <b>you</b> failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.</li> </ol>

## Special requirements for Public and Products Liability

**You** are required as a condition precedent to **our** liability:

### 1 SECOND-HAND GOODS (PRODUCTS LIABILITY)

under the Second-Hand Goods (Products Liability) extension of this section, before the **products** leave **your** custody or control, to:

- a) have any electrical appliance (other than a battery operated appliance) inspected and tested by a suitably qualified person (the minimum qualification required is inspection and testing certification for portable appliances, such as City & Guilds – Electrical Equipment Maintenance and Testing 2377 or its equivalent)
- b) ensure that each item of furniture or furnishings supplied free of charge is fit for purpose
- c) ensure that any other **products** are compliant with any current safety legislation or regulations
- d) retain all required records under such legislation or regulations for the required period provided this period is not less than 3 years.

# Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>1 CROSS LIABILITIES</b></p> <p>If more than one party is named in the schedule as the <b>policyholder</b>, <b>we</b> will deal with any <b>claim</b> as though a separate policy had been issued to each of them.</p> <p>The most <b>we</b> will pay for any <b>claim</b> in total to all parties is the indemnity limit shown in the schedule.</p> <p><b>2 HIRED OR RENTED PREMISES</b></p> <p>Where <b>you</b> are legally liable to pay for <b>damage</b> to property at premises borrowed, rented, leased or hired for use by you for <b>your model railway activities</b>, the cover provided under this section extends to include <b>your</b> legal liability for such <b>damage</b>.</p> <p><b>3 WRONGFUL ARREST</b></p> <p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as damages and <b>costs and expenses</b> for any charge of:</p> <ol style="list-style-type: none"> <li>wrongful arrest</li> <li>malicious prosecution</li> <li>false imprisonment</li> <li><b>defamation</b> of or assault on any person made against <b>you</b> in respect of any allegation of theft or other improper conduct occurring during the <b>period of insurance</b> in connection with <b>your model railway activities</b> and happening in the <b>territorial limits</b>.</li> </ol> <p>The most <b>we</b> will pay is £25,000 for all <b>claims</b>, including <b>costs and expenses</b>, in any one <b>period of insurance</b>.</p> <p><b>4 DATA PROTECTION</b></p> <ol style="list-style-type: none"> <li><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as: <ul style="list-style-type: none"> <li>damages and <b>costs and expenses</b> following civil cases against <b>you</b> for material and non-material damage, and</li> <li>defence and prosecution costs awarded against <b>you</b> following criminal cases</li> </ul>                     resulting from any breach or alleged breach of <b>data protection legislation</b> happening during the <b>period of insurance</b> in connection with <b>your model railway activities</b>.                 </li> <li>In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for <b>data protection legislation</b> on the basis of an indemnity for claims made during the period of insurance and in the event that a claim first made against <b>you</b> in the period of insurance in respect of <b>data protection legislation</b> then the indemnity provided by this extension is extended to indemnify <b>you</b>.</li> </ol> <p>The most <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>any <b>claim</b> for damages and <b>costs and expenses</b> following civil cases against <b>you</b> is the indemnity limit shown in the schedule</li> <li>all <b>claims</b> in any one <b>period of insurance</b> for defence and prosecution costs awarded against <b>you</b> following criminal cases is £100,000.</li> </ul>	<ol style="list-style-type: none"> <li>£250 <b>excess</b> other than for <b>claims</b> caused by fire or explosion.</li> <li>Liability: <ol style="list-style-type: none"> <li>arising from an agreement unless liability would have existed without the agreement</li> <li>where <b>you</b> are required to insure, or pay for the insurance of, the property <b>damaged</b>.</li> </ol> </li> </ol> <ol style="list-style-type: none"> <li>Claims by any person who is helping as an authorised volunteer or is employed by <b>you</b>.</li> <li>Liability for: <ol style="list-style-type: none"> <li>fines, penalties or punitive, exemplary, aggravated or multiplied damages</li> <li>liquidated damages.</li> </ol> </li> </ol> <ol style="list-style-type: none"> <li>Fines or penalties.</li> <li>Punitive, exemplary, aggravated or multiplied damages.</li> <li>Liquidated damages.</li> <li>Costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.</li> <li>Liability arising: <ol style="list-style-type: none"> <li>from or caused by a deliberate or intentional act or omission by <b>you</b></li> <li>out of circumstances which may give rise to a <b>claim</b> or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to <b>you</b> at the inception of this extension.</li> </ol> </li> <li>Legal liability where indemnity is provided by any other insurance.</li> </ol> <p>Any <b>claims</b>:</p> <ol style="list-style-type: none"> <li>not insured by this extension</li> <li>or notices that may give rise to a <b>claim</b>, advised to <b>us</b> later than twenty-eight days after <b>you</b> have received a claim or notice against <b>you</b>.</li> </ol> <p>Continued...</p>

# Extensions for Public and Products Liability Continued...

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5 SECOND-HAND GOODS (PRODUCTS LIABILITY) Subject to the terms and exclusions for <b>products</b> cover, <b>we</b> will pay all amounts which <b>you</b> become legally liable to pay as damages for liability arising from second-hand <b>products</b>.</p> <p>6 COURT ATTENDANCE EXPENSES <b>We</b> will pay £250 per day if <b>you</b>, are required to attend court as a witness at <b>our</b> request in connection with a <b>claim</b> for which insurance is provided under this section.</p> <p>7 PROSECUTION DEFENCE COSTS <b>We</b> will pay all amounts which <b>you</b> become legally liable to pay for <b>costs and expenses</b> in connection with the defence of any criminal proceedings, or an appeal against a conviction arising from such proceedings, brought for a breach of:</p> <ol style="list-style-type: none"> <li>the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978</li> <li>Part II of the Consumer Protection Act 1987</li> <li>the Food Safety Act 1990</li> </ol> <p>alleged to have been committed during the <b>period of insurance</b> in the course of <b>your model railway activities</b>.</p> <p>The most <b>we</b> will pay is £500,000 for any <b>claim</b>, but if a <b>claim</b> is also made under the Prosecution Defence Costs extension of the Employers' Liability section (if operative) to this policy for the same proceedings then this limit applies in total to both extensions.</p>	<ol style="list-style-type: none"> <li>Liability arising from the following second-hand <b>products</b>:             <ol style="list-style-type: none"> <li>upholstered furniture or bedding that does not meet the standards under statutory safety legislation other than upholstered furniture or bedding supplied free of charge to the poor and needy</li> <li>gas appliances of any description</li> <li>any appliance containing or using flammable liquids.</li> </ol> </li> <li>Liability arising from an agreement unless liability would have existed without the agreement.</li> <li>Any <b>claim</b> when <b>you</b> have failed to comply with the special requirement for this extension and such failure caused or worsened the liability.</li> </ol> <ol style="list-style-type: none"> <li>Fines or penalties of any kind.</li> <li>Proceedings consequent upon any deliberate act or omission by:             <ol style="list-style-type: none"> <li><b>you</b>, or <b>your</b> directors or partners</li> <li>any person who is helping as an authorised volunteer or is employed by <b>you</b> responsible for compliance with the legislation.</li> </ol> </li> <li>Proceedings related to the health, safety or welfare of any person who is helping as an authorised volunteer or is employed by <b>you</b>.</li> <li>Legal costs, expenses, reimbursements or charges:             <ol style="list-style-type: none"> <li>covered elsewhere in this policy or by any other policy</li> <li>arising from an order made under Section 9 of the Food Safety Act</li> <li>resulting from any regulation under Section 45 of the Food Safety Act.</li> </ol> </li> <li>Liability for <b>bodily injury</b> or <b>damage</b> to property.</li> </ol>

## Claims settlement for Public and Products Liability

### LIMITS

The most **we** will pay:

- under this section, including any extension to this section not stated in b) below:
  - for damages in respect of:
    - all **claims** in any one **period of insurance** caused by **products** or arising from pollution or contamination
    - any **claim** for liability other than relating to a **claim** brought within the legal jurisdiction of the United States of America or Canada, an **act of terrorism**, firework and/or bonfire events, **products**, pollution or contamination
  - for damages and **costs and expenses** in respect of any **claim**:
    - brought within the legal jurisdiction of the United States of America or Canada
    - (and all **claims** happening during any **period of insurance** caused by **products**) which is directly or indirectly caused by or results from, or is in connection with an **act of terrorism** (if **we** allege that the **bodily injury** or **damage** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon **you**) or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**, is £5,000,000 or, if lower

is the indemnity limit shown in the schedule, or any limitation stated within an extension, whichever is less.

**Costs and expenses** will be paid in addition to the indemnity limit unless **we** have stated otherwise.

- under any extension to this section which relates to **costs and expenses** only, including Court Attendance Expenses, is the limit stated in the extension which is in addition to the indemnity limit stated in a) above.

# General Exclusions

(Applicable to the whole policy unless **we** say otherwise)

This policy does not cover:

## 1 RADIOACTIVE CONTAMINATION

**damage** consequential loss, liability, cost or expense directly or indirectly caused by, or contributed to by, or arising from:

- a) ionising radiation from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion, or other like reaction, or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter  
Part d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by **you** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.
- e) any chemical, biological, bio-chemical or electromagnetic weapon.

However, this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon.

## 2 WAR RISKS

**damage**, consequential loss, liability, cost or expense directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

This exclusion does not apply to any policy section, or part of a section, for Employers' Liability.

## 3 SONIC BANGS

**damage** arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## 4 CONFISCATION

**damage** caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

## 5 TERRORISM

any **damage**, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This insurance also excludes **damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

If **we** allege that by reason of this exclusion any **damage**, liability, cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**.

This exclusion does not apply to any policy section, or part of a section, for Public and Products Liability.

## 6 POLLUTION OR CONTAMINATION

- a) in respect of any section, or part of a section, insuring property of any description, including electronic data, Business Interruption or Book Debts

**damage**, consequential loss, cost or expense caused by pollution or contamination except (unless otherwise excluded) **damage** caused by:

- i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, breakage of glass and sanitary fixtures
- ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, breakage of glass and sanitary fixtures which itself results from pollution or contamination

and provided the pollution or contamination is 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**.

- b) in respect of any section, or part of a section, insuring liability to third parties

liability, cost or expense arising from pollution or contamination other than 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**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

- i. all pollution or contamination of buildings or other structures or water or land or the atmosphere, and
- ii. all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.

## 7 INDIRECT LOSS

any indirect losses which result from the event that caused **you** to make a **claim**, except as specifically provided for under this policy.

This exclusion does not apply to the Public and Products Liability section.

## 8 MORE SPECIFIC INSURANCE

property more specifically insured under another policy.

# General Exclusions

This policy does not cover:

## 9 DATE RELATED COMPUTER FAILURE

any **claim** directly or indirectly arising from the failure or possible failure of any computer or other equipment media or system (or any part of them) for processing storing or retrieving data, to include without limitation any microchip integrated circuit or similar device or any computer software, to:

- a) correctly recognise any date as its true calendar date
- b) save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- c) save or correctly process any data on or after any date

but this shall not exclude subsequent **damage**, or consequential loss, not otherwise excluded which itself results from:

fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation

if covered by this policy.

This exclusion does not apply to any policy section, or part of a section, for Public and Products Liability.

## 10 ELECTRONIC RISKS

**Damage** to:

- a) **data** which shall include, but shall not be limited to:
  - i. **damage** to, or corruption of **data** whether in whole or in part
  - ii. unauthorised appropriation of use of access to or modification of **data**
  - iii. unauthorised transmission of **data** to any third parties
  - iv. **damage** arising out of any misinterpretation, use or misuse of **data**
  - v. **damage** arising out of any operator error in respect of **data**
- b) any items insured arising directly or indirectly from:
  - i. the transmission or impact of any **virus or similar mechanism**
  - ii. unauthorised access to a **computer system**
  - iii. interruption of or interference with electronic means of communication used in the conduct of **your model railway activities**, including but not limited to any diminution in the performance of any website or electronic means
  - iv. the complete or partial failure or inability whether in terms of availability functionality and/or performance, or otherwise of a **computer system**, whether or not owned by **you**, to operate at any time as desired as specified, or as required in the circumstances of **your model railway activities**
  - v. anything described in a) above.

In respect of b) i.- iv. this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded, provided that such **damage** does not arise by reason of any malicious act or omission.

This exclusion does not apply to any policy section, or part of a section for Public Liability.

## 11 ASBESTOS

This exclusion only applies to any section, or part of section, insuring liability to third parties including Public and Products Liability.

liability arising directly or indirectly from:

- a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.  
However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your model railway activities** or any contract work undertaken and:
  - i. **you** have complied with any legal obligations to manage **asbestos**, and
  - ii. any discovery of **asbestos** by **you** is unintentional and accidental, and
  - iii. where, upon discovery of **asbestos**, all work immediately stops, and
  - iv. a HSE licensed **asbestos** removal contractor is employed:
    - to make safe the area in which the discovery is made as soon as is practicable, and
    - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- b) fears of the consequences of exposure to, or inhalation of **asbestos**

## 12 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against **you**, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation.



# General Conditions

(Applicable to the whole policy unless **we** say otherwise)

## 1 CANCELLATION (YOUR RIGHTS)

Cooling-off period for private customers only.

If **you** are an individual person and any part of the insurance by this policy has been requested by **you** for purposes which are outside **your** trade, business or profession then the following cooling-off and cancellation condition applies.

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full written documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel this policy. In such circumstances **we** will make a full refund of premium.

If this policy is not cancelled within the cooling-off period, then the insurance by this policy is in force and **you** are committed to pay the premium.

Other than within the cooling-off period.

- a) **You** can cancel this policy providing **you** give **us** notice in writing (including electronic format).
- b) As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- c) If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed. If the premium is paid by instalments, then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any **claim** settlement.

## 2 CANCELLATION (OUR RIGHTS)

Non-payment of premium.

Unless otherwise agreed by **us** in writing, if the premium is:

- a) payable by instalments and an instalment is not received by the due date, this policy will be cancelled from the date the instalment was due
- b) not payable by instalments and the payment is not received by the due date, this policy will be cancelled from the date the payment was due.

**We** will not cancel this policy for failure to pay the premium or instalment of premium if such failure is due to error on **our** part or on the part of **your** insurance advisor, bank or building society.

Other than for non-payment of premium.

**We** have the right to cancel this policy by giving **you** 14 days notice in writing sent by special delivery to **your** last known address. Valid reasons for cancelling **your** policy may include **your** failure to:

- a) implement **our** requirement(s) within the timescale(s) specified in **our** risk management report following a survey
- b) comply with the Reasonable Care (Your Duties) general condition.

If **we** cancel this policy **we** will refund the premium (unless stated otherwise within this policy) for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.

Separate cancellation arrangements apply under the general conditions for Misrepresentation or Non-Disclosure, Fraud and Alteration of Risk.

## 3 MISREPRESENTATION OR NON-DISCLOSURE

It is **your** legal duty to make a fair presentation of the information required by **us** to provide the insurance by this policy.

This duty applies at the start of the policy, before any variation is made and prior to renewal of the policy.

**We** will treat this policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance, and **we** will notify **you** in writing by special delivery to **your** last known address. **We** have the right to keep the premium.

Where any misrepresentation or non-disclosure of any material circumstance is not deliberate or reckless and if the material particular(s) had been fairly presented or disclosed **we** would:

- a) not have agreed to provide the insurance on any terms, **we** have the right to treat the policy as void (i.e. as if it had not existed) and refuse all **claims** and **we** will return the premium paid.
- b) have entered into the policy on different terms (other than terms relating to the premium), **we** have the right to impose those additional terms from inception of the policy or the date the risk changed.
- c) have charged a higher premium, **we** have the right to reduce proportionately the amount of any **claim** payment under the policy to the same proportion that the premium charged bears to the higher premium.

**Our** rights under b) and c) above may both apply at the same time.

**Our** rights under this condition also apply to a variation of the policy.

### SPECIAL NOTE (not forming part of this policy wording):

A fair presentation is one which clearly discloses all material facts which the person(s) responsible for arranging the insured's insurance knows, should know, or ought to have known, following a reasonable search.

# General Conditions

## 4 FRAUD

If **you** or anyone acting for **you** or any other person claiming to obtain benefit under this policy:

- a) make(s) a false, fraudulent or exaggerated **claim**
- b) support(s) a **claim** by any false or fraudulent document, device or statement
- c) cause(s) an event by a wilful or wrongful act which results in a **claim**

then **we**:

- i. will not pay the **claim** and **we** have the right to recover from **you** any part payments made in respect of the **claim** prior to discovery of the fraudulent act
- ii. have the right to:
  - cancel this policy from the date of a fraudulent act even if this policy expired before the discovery of the fraudulent act (If **we** cancel this policy, **we** will notify **you** in writing by special delivery to **your** last known address)
  - keep the premium
  - refuse any **claim** arising after a fraudulent act.

**We** will still remain responsible for legitimate **claims** before the fraudulent act.

## 5 ALTERATION OF RISK

If after the start date of this policy:

- a) there is any change, or additional circumstance, which increases the risk of **damage**, accident or liability, such as:
  - i. structural alterations or major repairs
  - ii. any demolition, groundwork, excavation or construction being carried out at any site adjacent to the premises
  - iii. changes in, or additions to, **your** organisation, **your model railway activities**, the **premises** or its use
- b) **your** interest ceases except by will or operation of law
- c) an administrator, liquidator or receiver, is appointed or if **you** enter into a voluntary arrangement

**you** must give notice to **us** as soon as is reasonably possible.

Upon any alteration described above **we** have the right to:

- i. cancel this policy from the date of the alteration or in accordance with the Cancellation (Our Rights) general condition, or
- ii. charge additional premium, and if necessary amend the terms of cover, from the date of the alteration.

Workmen are allowed to work on the **home** for the purposes of effecting any decorations or minor repairs, additions or alterations without prejudice to the terms of this condition.

## 6 SANCTIONS

**We** shall not provide any cover under this policy or be liable to pay any **claim** or provide any benefit to the extent that 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.

If any such sanction, prohibition or restriction takes effect during the **period of insurance you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances, **we** shall return a proportionate premium for the unexpired period of cover provided no **claims** have been paid or are outstanding.

## 7 REASONABLE CARE (YOUR DUTIES)

**You** are required as a condition precedent to **our** liability to ensure that **you**:

- a) maintain the property covered under this policy in a safe, sound and good condition at all times
- b) take appropriate precautions to prevent accidents, **damage** or **bodily injury** as soon as **you** become aware of any possible risk to people or property
- c) comply with all statutory and other obligations and regulations imposed by any authority.

If **you** fail to comply with this condition because you have not taken reasonable care, or reasonable action, **we** retain the right:

- i. to cancel this policy in accordance with the Cancellation (Our Rights) general condition, whether or not a **claim** is made
- ii. not to pay any **claim** if such failure caused, or increased the amount of, the loss or liability for which the **claim** is made. Any payment on account of a **claim** already made by us shall be repaid to **us**.

## 8 RIGHTS OF THIRD PARTIES

A person or company 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 does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 9 ASSIGNMENT

**You** shall not assign any of the rights or benefits under this policy, or any section of this policy, without **our** prior written consent.

**We** will not be bound to accept, or be affected by, any notice of trust, charge, lien of purported assignment or other dealing with, or relating to, this policy or any section of this policy.

# General Conditions

## 10 CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making a Claim.

It is a condition precedent to **our** liability under this policy that **you** comply with the following (at **your** expense):

- a) When **you** become aware of a possible **claim**, **you** shall notify **us** as soon as is reasonably possible and give **us** all details that are available to **you**, provided that:
  - i. in respect of any **claim** for property (including money) insured by this policy, the details are sent to **us** in writing within:
    - 7 days if **damage** has been caused by riot, civil commotion, strikers, labour disturbances and malicious persons, or
    - 30 days, or within such further time as **we** may in writing allow, if **damage** has been caused by any other event
  - ii. **you** tell the police at the same time, and obtain a crime reference number, if:
    - **damage** results from theft, attempted theft, riot, civil commotion, strikers, labour disturbances or malicious persons
    - any loss by fraud or dishonesty arises which is insured by this policy, for example under the Dishonesty of Employee extension to the Money section.
- b) If the **claim** relates to, or includes, any allegations or proceedings made against **you**, or any person who is entitled to indemnity under this policy, **you** and they shall:
  - i. not admit, deny, negotiate or agree a settlement without **our** written consent
  - ii. send to **us**, unanswered, every writ, summons or other communication immediately it is received without making any acknowledgement
  - iii. send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**.
- c) **You** shall:
  - i. give all assistance, information and documentation **we** may reasonably require within any reasonable timescales **we** may set
  - ii. take all practical steps to recover any property lost or to minimise the **damage**
  - iii. not abandon any property to **us**.
- d) If requested by **us** **you** shall:
  - i. complete **our** appropriate claim form
  - ii. provide a statutory declaration of the truth of the **claim**.

**We** will not deal with, continue to deal with or pay, any **claim** if **you** fail to comply with any part of this condition where such failure adversely affected **our** liability for, or the amount of, any **claim**. Any payment on account of a **claim** already made by **us** shall be repaid to **us**.

## 11 CLAIMS PROCEDURE (OUR RIGHTS)

If **you** make a **claim** under this policy, **we** have the right to:

- a) enter any building where **damage** has occurred and take, and keep, possession of any property insured by this policy (**we** will not accept property abandoned to **us**)
- b) the salvage of any property covered by this policy
- c) arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover
- d) settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- e) at any time, and at **our** expense, to:
  - i. start, take over, defend and conduct any legal action in **your** name
  - ii. prosecute in **your** name for **our** benefit any **claim** for indemnity or damages and **we** will have full discretion in the conduct and settlement of any such action.

## 12 CLAIMS SETTLEMENT

Where more than one **excess** applies to any one **claim** only the highest **excess** will be deducted from the amount of settlement.

## 13 OTHER INSURANCE

Any section for legal liabilities.

- a) If at the time any **claim** arises under this policy **you** are, or would be, but for the existence of this policy, entitled to cover under any other insurance, **we** will only pay for any additional amount beyond the amount which would have been payable under such other insurance had this policy not been effected.

All other sections except those detailed above.

- b) If at the time any **claim** arises under this policy there is any other insurance in force, whether effected by **you** or not, covering the same **damage**, **we** will only pay **our** proportionate share.
- c) If such other insurance is subject to any condition of underinsurance, this policy, if not already subject to any condition of underinsurance, will be subject to the same condition of underinsurance.

## 14 ARBITRATION

Provided **we** have admitted liability for a **claim**, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:

- a) an agreed arbitrator, or if an arbitrator cannot be agreed
- b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

**You** must not take legal action against **us** over the dispute before the arbitrator has reached a decision.



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