

The general terms and conditions and the following terms and conditions all apply to this section.

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**Special definitions for this section**

<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Products</b>	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You / your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner, director, trustee or senior manager in actual control of <b>your</b> operations.

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**What is covered**

Claims against you	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>,</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any employee, volunteer worker or member of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Claims against members	<p>If, as a result of leisure gardening activities within <b>your</b> association, a claim for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>,</li></ol> <p>is brought against any member of <b>yours</b> (including a claim brought by another member of <b>yours</b> but not a claim brought by <b>you</b>), <b>we</b> will indemnify that member against the sums they have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>

Overseas personal liability	<p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners, trustees or senior managers or spouse of such person against legal liability as a result of <b>bodily injury, property damage or personal injury</b> incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man other than:</p> <ul style="list-style-type: none"> <li>a. where indemnity arises out of the ownership or occupation of land or buildings;</li> <li>b. where indemnity is provided by any other insurance</li> </ul>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>what is covered</b>, claims against you, against <b>your</b> principal and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to the principal that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ul style="list-style-type: none"> <li>a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> <li>b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li> <li>c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li> <li>d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li> </ul>
Criminal proceedings	<p>If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> or any employee of <b>yours</b>.</p>
Court attendance compensation	<p>If any person within the definition of <b>you</b>, or any other relevant party chosen by <b>you</b> (except expert witnesses) has to attend court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day that their attendance is required by <b>our</b> solicitor.</p>
Motor contingent liability	<p>If, any party brings a claim against <b>you</b> for <b>bodily injury</b> and or <b>property damage</b> occurring during the <b>period of insurance</b> and arising from any mechanically propelled vehicle or any trailer attached to it being used in connection with <b>your business</b> within the <b>geographical limits</b>, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will not make any payment for any claim:</p> <ul style="list-style-type: none"> <li>a. arising from any mechanically propelled vehicle or any trailer attached to it which is: <ul style="list-style-type: none"> <li>i. owned by <b>you</b>; or</li> <li>ii. loaned, leased, hired or rented to <b>you</b>; or</li> <li>iii. provided by <b>you</b>; or</li> <li>iv. being driven by <b>you</b>.</li> </ul> </li> <li>b. for <b>property damage</b> to the vehicle or the trailer itself or to any goods carried in or on the vehicle or trailer;</li> <li>c. arising from the vehicle being driven by <b>you</b> or any person who to <b>your</b> knowledge or that of <b>your</b> representatives does not hold a licence to drive the vehicle;</li> <li>d. more specifically insured under another insurance policy.</li> </ul>

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**What is not covered**

Property for which you are responsible	<p>A. <b>We</b> will not make any payment for any claim or loss directly or indirectly due to:</p> <ul style="list-style-type: none"> <li>1. loss of or damage to any property belonging to <b>you</b> or which at the time of the loss or damage is in <b>your</b> care, custody or control. This does not apply to: <ul style="list-style-type: none"> <li>a. employees' or visitors' vehicles or effects while on <b>your</b> premises;</li> <li>b. premises, including their contents, which are not owned or rented by <b>you</b>, where <b>you</b> are temporarily carrying out <b>your business</b>;</li> <li>c. premises rented to <b>you</b>, for loss or damage not insurable under property insurance policies and for which <b>you</b> would not be liable other than by the lease or other agreement.</li> </ul> </li> </ul>
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## Public and products liability

### Policy wording

2. the ownership, possession, maintenance or use by **you** or any member of **yours** or on behalf of **you** or any member of **yours** of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
- This does not apply to:
- a. any **tool of trade**;
  - b. the loading or unloading of any vehicle off the highway.
- Burning of debris
3. any fire that has been started, or any flame or use of heat that has been applied by **you** or any of **your** members unless:
- a. the fire is sited, or the flame or heat is applied, within the boundary of one of **your** allotment sites; and
  - b. the fire is sited, or the flame or heat is applied, no less than ten metres from any building outside the boundary of the allotment site; and
  - c. suitable fire extinguishing equipment is kept available for immediate use; and
  - d. all fires and flames must be extinguished and a thorough fire safety check undertaken at least one hour prior to leaving the allotment site; and
- Events and activities
4. any fund raising events or activities which involve any of the following:
- a. mechanically driven rides or any activities at speeds exceeding 10 miles per hour;
  - b. activities taking place more than five metres above the ground when outside a building or structure or five metres from floor level when inside a building or structure;
  - c. winter sports including but not limited to skiing, ice skating and the use of bobsleighs or skeletons;
  - d. activities in or on water;
  - e. the use of any weaponry;
  - f. roller skating, roller blading or the use of skateboards;
  - g. gymnastics or trampolining;
  - h. climbing, caving, potholing or any underground activity or any activity that requires the use of cables, ropes, wires or guides;
  - i. horse riding or any other equestrian activities;
  - j. the use of any playground equipment or inflatable play equipment including but not limited to bouncy castles, slides and rides;
  - k. fireworks, bonfires, sparklers, airborne lanterns, pyrotechnics or any explosive devices;
  - l. contact sports or professional sports of any kind;
  - m. any kind of race, endurance test, strength test, assault or obstacle course which is known to carry a significantly increased risk of **bodily injury** including but not limited to a marathon, biathlon, triathlon, iron man competition, mountain bike race, weightlifting or commando challenge.
- Injury to employees
5. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.
- Pollution
6. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
- ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
- b. any **pollution** occurring in the United States of America or Canada.
- Computer virus
7. transmission of a computer **virus**.

## Public and products liability

### Policy wording

Professional advice	8. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> or any member of <b>yours</b> .
Your products	9. the costs of repairing, reconditioning or replacing any <b>product</b> or any of its parts. 10. any <b>products</b> other than food and drink.
Deliberate or reckless acts	11. any act, breach, omission or infringement <b>you</b> or a member of <b>yours</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	12. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	13. <b>date recognition</b> .
War, terrorism and nuclear	14. <b>war, terrorism or nuclear risks</b> .
Asbestos	15. <b>asbestos risks</b> .
	B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits</b> .

### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

### Special limits

Products	a. For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Pollution	b. For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> , including any claims forming part of a series of other claims regarded as one claim under this section. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Claims brought in USA/Canada	c. For claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.
Criminal proceedings costs	d. The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .

Court attendance compensation

- e. For court attendances, **we** will pay the amount shown in the schedule for each day or part of a day. The most **we** will pay for the total of all court attendances is the amount shown in the schedule.

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

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## Your obligations

If a problem arises

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. unless **you** notify **us** promptly of any claim or threatened claim against any member of **yours** arising out of their leisure gardening activities within your association.
3. unless you notify us as soon as practicable of:
  - a. **your** discovery that **products** are defective;
  - b. any threatened criminal action by any governmental, administrative or regulatory body.
4. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
5. if, when dealing with a third-party, any member of **yours** admits that they are liable for what has happened or make any offer, deal or payment, unless they have **our** prior written agreement. Any member of **yours** must also not reveal the amount of cover available under this insurance, unless they have **our** prior written agreement.

Correcting problems

**We** will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

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## Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.