



BMABA POLICY WORDING

April 2017-18 Insurer Policy Wording

Introduction & Overview

This document is designed to offer the prospective or current member of our association the opportunity to better assess the potential suitability of any insurance provisions provided with membership.

This is not an insurer issued document, however the wording is that of the insurer. We have removed contact details relevant only to the management of our group cover policy that does not apply to those attached to it (i.e: students or instructors) however the important wording, exclusions and limitations are included for your reference.

IMPORTANT: If you do not understand something contained within the policy wording you should not effect insurance with membership and should instead contact our office to discuss / clarify.

Throughout the below document the term 'YOU' is used by the insurer in reference to the policyholder, the BMABA. It may also be directly transferable to you in all instances as you will be assigned cover via this policy.

Director's Comments

We hope you find this document useful and transparent in determining the finer details relating to the insurance provided to you with membership. It is important to remember that the association is *not* in the insurer, and that it is our organisation's specialist group cover policy that permits us to endorse instructors (i.e: you, when applying or renewing) as required.

This wording is not designed to be misleading or difficult to understand however the nature of insurance products means it is thorough and binding. It is important however that;

- You are clear which sections you have requested and want to be included;
- You understand what each section covers and does not cover;
- You understand your own duties under each section and under the insurance as a whole.

As we assign instructor insurance to our members via our group cover policy we may impose additional restrictions, limitations, guidance or regulation to better control risks and hazards. You will be able to see / confirm all conditions and regulations from within our member's area after your insurance has been assigned. Please remember to check regulatory guidelines before using the protection this insurance may afford.

We're always on hand and happy to assist if you have any questions.



GENERAL POLICY CONDITIONS

(applicable to the whole Policy except where indicated)

1) Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 3) the risk of Damage accident or Bodily Injury is materially increased unless the Insurer state otherwise in writing

2) Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk the Insurer may avoid this Policy and retain all premiums and You shall reimburse the Insurer in respect of all payments already made by the Insurer

In all other cases if You did not provide a fair presentation of the risk the Insurers rights are set out below

1) if the Insurer would not have entered into this Policy if You had made a fair presentation of the risk the Insurer may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by the Insurer

2) if the Insurer would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms

3) in addition if the Insurer would have entered into this Policy but would have charged a higher premium the Insurer may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that the Insurer shall be required to pay

$X = \text{premium charged} \div \text{the premium that would have been charged if You made a fair presentation of the risk all multiplied by } 100$

4) if the Insurer would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

3) Conditions Precedent and Warranties

It is a condition precedent to the Insurers liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You.

Where:

i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and

ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



If You breach any warranty in this Policy, the Insurers liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

4) Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance the Insurer may terminate this Policy with effect from the date of the fraudulent or wilful act and the Insurer shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and the Insurer shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and the Insurer shall be entitled to retain all premiums paid in respect of the Policy

5) Cancellation

1) Your rights

You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later

You may exercise this right by writing to Your insurance adviser or the Insurer instructing cancellation

This right does not apply at the first or any subsequent renewal of this Policy

2) The Insurers rights

The Insurer may cancel this Policy at any time by providing You with 14 days notice of cancellation by recorded delivery letter to Your last known Business address

3) Return of premium

If this Policy is cancelled under the terms of 1) or 2) above and during the current Period of Insurance there have been no

a) claims made under this Policy for which the Insurer have made a payment

b) claims made under this Policy which are still under consideration

c) Events likely to give rise to a claim but yet to be reported to Us

You shall be entitled to the return of a proportionate part of the premium in respect of the unexpired Period of Insurance or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with Policy Condition Premium Adjustment

If a claim has been submitted or there has been any Events likely to give rise to a claim during the current Period of Insurance no refund of premium for the unexpired Period of Insurance will be given

4) Certificate of insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover

6) Claims (Action to be taken by You)

It is a condition precedent to any liability of the Insurer to make any payment under this Policy that You will



1) give written notice to the Insurer as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event

2) notify the insurer and the police immediately that it becomes evident any Damage has been caused by Malicious Persons and Theft or Attempted Theft and take all practical steps to discover any guilty person and to trace and or recover the Property insured

3) deliver to the insurer at Your own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by Riot Civil Commotion Strikers Locked-out Workers and or Malicious Persons or such further time as the Insurer may allow a. full information in writing of the Property lost destroyed or Damaged and of the amount of Damage

b. details of any other insurances on any Property hereby insured

c. all such proofs and information relating to the claim as may be reasonably required

d. if requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details

4) provide all additional information the Insurer may require within the time stipulated by the Insurer

5) forward unanswered to the Insurer immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto

6) give immediate notice in writing to the Insurer of any impending prosecution inquest or fatal accident inquiry

7) at all times and in addition to the obligations set out above forward such information to and cooperate with the Insurer or the Insurers appointed agents to allow the Insurer to be able to comply with such relevant practice directions and pre- action protocols as may be in force

8) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

7) Claims (the Insurers Rights)

(Not applicable to Section 1- Employers Liability, Section 2 – Public Liability or Section 3 – Products Liability)

It is a condition precedent to any liability of the Insurer to make any payment under Policy that in the Event of Damage for which a claim is or may be made to the Insurer and any person authorised by the Insurer may without hereby incurring any liability or diminishing any of the Insurers rights under this Policy

1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured

2) deal with any salvage as it deems fit but no Property may be abandoned to the Insurer if the Insurer elect or become bound to reinstate or replace any Property You shall at Your own expense produce and give to the Insurer all such plans documents books and information as the Insurer shall reasonably require

The Insurer shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

8) Claims (Conduct and Control)



It is a condition precedent to any liability of the Insurer to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without the Insurers written consent The Insurer shall be entitled if the Insurer so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for the Insurers benefit any claim for indemnity or damages or otherwise The Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as the Insurer may require

9) Claims (Contribution)

(Not applicable to Section 1- Employers Liability, Section 2 – Public Liability or Section 3 – Products Liability)

If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the Property lost or Damaged the Insurers liability hereunder shall be limited to its rateable proportion of such Damage

10) Claims (Reinstatement)

If at the Insurers option any Property is to be reinstated or replaced You will at Your own expense provide all such plans documents books and information as may be reasonably required

The Insurer will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

11) Claims (Subrogation)

Any claimant under this Policy shall at the request and expense of the Insurer take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by the Insurer

12) Premium Adjustment

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow the Insurer to inspect such record and shall supply such particulars as the Insurer may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by the Insurer subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by the insurer

At the Insurers request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by the Insurer, the insurer shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

13) Reasonable Precautions

You shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain everything used in Your Business in proper repair
- 3) in the selection and supervision of Employees
- 4) to comply with all statutory and other obligations and regulations imposed by any authority
- 5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require



Where the obligations above reduce the risk of a loss of a particular kind, at a particular location an/or at a particular time do not define the risk as a whole, the Insurer shall not rely on any non-compliance to prevent the Insurers liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which actually occurred whilst You are not in compliance with the obligations above.

The Insurer shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

14) Subjectivity

1. The Insurer will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You 1.1. providing Us with any additional information requested by the required date(s)

1.2. completing any actions agreed between You and Us by the required date(s)

1.3. allowing Us to complete any actions agreed

2. If the Insurer require You must allow the Insurer access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates the Insurer may at the insurer's option

a) modify the premium

b) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions

c) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)

d) exercise the Insurers right to cancel the Policy

e) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

The Insurer will contact You or Your insurance adviser with the Insurers decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by the Insurer will take effect

The Insurers requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If You disagree with the Insurers requirements and or decisions the Insurer will consider Your comments and where the Insurer consider appropriate the Insurer will continue to negotiate with You or Your insurance adviser and or representatives to resolve the matter to the Your and the Insurers satisfaction

In the event that the matter cannot be resolved

1) You have the right to cancel this Policy from a date agreed by You and the insurer and the Policy Condition Cancellation 3) Return of premium applies

2) The Insurer may at the Insurers option exercise the Insurers right under 2) The insurers rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If the Insurer exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and the Insurer and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect the Insurers rights at Common Law



14) Rights of Third Parties

A person or company who was not a 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

15) Assignment

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without the Insurers prior written consent

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy

16) Data Protection

All personal data provided by You will be treated by the Insurer as confidential and will not be disclosed to any third party without Your consent unless permitted by law or as set out below

It is understood by You that any personal data provided to the Insurer regarding You will be processed by the Insurer for the purposes of providing insurance, handling any claims and any other related purpose and which may require providing such information to third parties

You agree that the Insurers may pass Your personal data to such third parties for processing on the Insurers behalf As a result the Insurer or such third parties may transfer Your personal data to a destination outside the European Economic Area ("EEA")

Both the Insurer and such third parties will take the necessary steps to ensure that Your information is treated securely and in accordance with this privacy Policy. Details of those third parties can be provided to You on request. For a small fee You are entitled to a copy of the personal data the Insurer hold about You

If You would like to find out more about the Insurers data protection Policy or would like a copy of the personal data the Insurer hold about You please contact the Insurer.

17) Several Liability

The Insurers liability is several and not joint and is limited solely to the extent of the Insurers individual proportions as shown in Identity of Insurers. The Insurer are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co- Insurer who for any reason does not satisfy all or part of its obligations.

Initially Composed: 28/03/2017

Last Updated: 28/03/2017