

# CONCISE DETAILS OF YFC INSURANCE COVER FROM NFU MUTUAL



NFU Mutual

## DETAILS OF COVER FOR THE PERIOD: 1st September 2009 to 1st September 2010

*Enquiries regarding this cover should be directed to :*

Group Corporate Business  
NFU Mutual  
Tiddington Road  
Stratford upon Avon  
CV37 7BJ

Telephone: 01789 202790  
Fax: 01789 404260

**Principal Contacts:**

Liability: Paul Entwistle      Email: Paul\_X\_Entwistle@nfumutual.co.uk  
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*Claims should be directed to :*

Group Corporate Business Claims Department  
NFU Mutual  
Tiddington Road  
Stratford upon Avon  
CV37 7BJ

Telephone: 01789 202789  
Fax: 01789 404260  
Email: gcb\_claims\_mailbox@nfumutual.co.uk

## SECTION 1: Public/Products Liability

The YFC Movement at National, Area, County and Club level and the individual member can be found to be legally liable for damage to property and injury to persons arising out of its various activities. This could result in substantial amounts being payable by way of compensation and this Section is designed to meet such eventualities.

However, for cover to operate the YFC Movement must be held to be legal liable for the injury/damage giving rise to a potential claim. i.e. the Movement/Member must have acted in a negligent manner or failed to have taken reasonable steps to prevent said injury/damage. It does not cover any "moral or contractual liability".

For example, someone may be injured as a result of the negligent act of a member at a County Rally or Club Dance. Refreshments served may not be all that they should be and cause poisoning. Neighbours' property may be damaged due to a defect in a YFC building. NFU Mutual would make payments by way of compensation to the injured parties and pay costs incurred for legal advice and representation.

This Section also includes Common Law Liability cover in relation to premises leased by Areas, Counties or Clubs on a permanent basis and also cover in respect of damage to temporarily borrowed/hired premises for which the YFC are legally liable. This cover is subject to a £150 excess and does not cover damage for which the YFC are liable only as a result of the terms and conditions of any contact or booking terms signed or accepted by the YFC.

For premises hired on a temporary basis involving a hiring agreement more limited cover is provided by Section 11, but if premises are hired under agreement on a permanent basis separate insurance arrangements are necessary.

General Limit of Liability	£5,000,000
Common Law Limit - borrowed/hired premises	£5,000,000

### Notes

1. When events are being held at third party premises you should ensure that the third party in question has their own Public Liability cover in force, that it is at an adequate level (£5m is considered a minimum) and that the third parties Insurer has been advised of the event.
2. If evidence of cover is required please contact NFU Mutual Group Corporate Business who will be able to issue suitable documentation.
3. It is important to be aware that not all injury or damage will be insured under this Section as cover is limited to a negligence only basis as already advised. Third parties should therefore be aware that it is possible that damage may be caused during an event which will fall on their own insurance.
4. There is no cover for injury which is a direct or indirect result of assault or alleged assault.
5. The following events are subject to Warranties which must be complied with if cover is to be operative. Copies of the relevant documents can be obtained from NFU Mutual Group Corporate Business on request:-

Bonfires

Clay Pigeon Shoots

Bouncy Castles

Bolster & Bar

Carriage of Passengers

Bog snorkelling

N.B. It is strongly recommended that Bouncy Castles are hired with an operator and that the owner/operator be made to indemnify the YFC against any damage/ injury arising from the operation of the Bouncy Castle. Written evidence of the existence of said Indemnity and confirmation that a suitable Public Liability policy is in force covering the event in question must be sought)

6. Any event where it is proposed a moving vehicle is used other than in connection with the ordinary every day use of such vehicle must be referred to NFU Mutual Group Corporate Business prior to the event. This would include off road driving or where trailers/implements are being towed. It is very unlikely that we will be able to accommodate such risks.
7. Car washes must be organised to ensure that the cars are inspected by a competent person before and after washing. This will establish if any damage has been caused by the washing.
8. Sporting events must be arranged in accordance with the NFYFC instructions previously issued.
9. First Aid will need to be provided where any physical contact is involved, there is a risk of injury or at events which are open to the public. Refer to NFU Mutual Group Corporate Business if in doubt.

## **SECTION 2: Employers' Liability**

The law requires employers to effect insurance in respect of their liability for injury to persons employed by them.

This liability can arise as a result of accidents to employees during the course of their employment and breaches of statutory duty to safeguard employees against injury. For the purpose of the policy voluntary helpers are regarded as employees.

The Indemnity Limit is £10,000,000 any one occurrence.

## **SECTION 3: Fidelity Guarantee**

Under this Section cover is provided to the YFC Movement in respect of losses of its money and other property stolen or mis-appropriated by employees and office bearers whether at HQ, Area, County or Club Level.

It is essential that persons having responsibility for cash maintain adequate records of amounts received and paid out to ensure that any shortages can be adequately documented and evidenced.

### ***The following limits apply in respect of each claim:***

Limit per employee or official at Club level	£2,000
Limit per employee or official at Area or County level	£5,000

## SECTION 4: Money

This Section covers loss of YFC "money" as a result of robbery, theft or an accident at YFC premises or while in transit. "Money" in as far as this section is concerned includes items such as postal orders and unused postage stamps. Losses insured under the Fidelity Guarantee insurance detailed in Section 3 are excluded.

### ***The cover extends to apply to:-***

- a) Any YFC safe, till, cash register, franking machine, money-carrying case, bag, waistcoat or belt in the event of it being stolen or damaged by thieves.
- b) Clothing and personal effects belonging to YFC or any employee or any member, damaged or lost as a result of robbery or holding-up while engaged in carrying, collecting or distributing YFC money.

It is stressed that this insurance will not make good mere shortages of money.

### ***The following limits apply in respect of each claim:-***

Limit applicable to any Area, County Federation or Club for money in transit, in safe or out of safe while in the physical possession of an employee or official	£5,000
Limit otherwise than above	£ 500
Limit for clothing and personal effects under (b)	£ 500

In addition, cover is provided in respect of "Non-Negotiable instruments" (crossed cheques, crossed postal orders, crossed Banker's drafts, crossed Giro drafts, etc.) for which there is a limit per period of insurance of £250,000.

If these limits are not sufficient for your Area, County or Club consult NFU Mutual Group Corporate Business.

This cover is subject to a £150 excess.

### **Notes**

1. Please be aware that the standard limit for money in a Bank Night Safe is £5,000. Therefore if, for example, three transits of £5,000 are deposited in the safe Bank Night Safe, the actual exposure is not £5,000 but £15,000 which would leave an amount of £10,000 uninsured if extra cover is not arranged.
2. Due to Health and Safety considerations NFU Mutual does not consider it appropriate to offer limits in excess of £10,000 and if amounts in excess of this are expected to be collected then the services of a suitable security company should be employed (please ensure they are insuring the money once collected).

## SECTION 5: Office Contents

This Section covers the property described by items 1 & 2 below belonging to the YFC Movement, including individual Clubs, against the risks of Fire, Lightning, Aircraft, Storm, Flood, Burst Pipes, Earthquake, Explosion, Riot, Impact, Theft and Accidental Damage but not Breakdown.

The cover is on the Replacement Cost basis, i.e. no deduction is made in claims settlements for wear and tear or depreciation but is subject to a £150 excess.

The property is covered while at HQ, Area, County or Club premises and temporarily elsewhere within the United Kingdom, cover whilst in transit excluding Accidental Damage.

Item 1 - Office Equipment such as photocopiers, calculators and the like including photographic and disco equipment, Office furniture, fixtures, fittings, stationery and the like

Item 2 - Computer Equipment including Data Carrying Media

The following Limits apply:-

	<u>Area and County Offices</u>	<u>Clubs</u>
Item 1 -	£18,500	£4,250
Item 2 -	£ 7,500	£1,000

In respect of Computers the following additional cover also applies:-

1. Additional Costs incurred in maintaining normal working following Damage to the Computer

Limit - £1,000

2. Reinstatement Costs incurred in restoring lost or damaged data or replacing proprietary programs following Damage to the Computer (excluding any loss or damage caused by Computer Viruses).

Limit - £ 750

The Indemnity Period for both these elements of cover is 3 months commencing from the date the damage occurs but excluding the first 48 hours. If the damage is due to the total or partial failure of the public electricity supply the cover operates only if the failure lasts for longer than 30 consecutive minutes, but the exclusion of the first 48 hours does not apply.

Should any Area, County Federation or Club possess property which is not described in Items 1 or 2 and insurance cover is needed or if the above limits are not sufficient please consult Corporate Client Business Centre.

This Section also provides cover for Glass and Sanitary Fittings in Area and County Offices.

### Notes

1. For Clubs who do not have a Club "Office" but rely on equipment being kept at Office Holders private dwellings, the definition of "Office" will extend to include such private dwellings.
2. Any items other than normal Office Equipment e.g. fencing, barbecues, sports kit, hurdles etc. will need to be insured under a separate policy and your local Group

Secretary can be approached to provide a quotation for this additional cover if necessary.

## **SECTION 6: Death, Injury or Theft of Borrowed/Hired Livestock**

From time to time, County Federations and Clubs will borrow or hire livestock for a variety of purposes including demonstrations and judging. In the majority of cases these animals will not be insured by the owner. Should such animals be stolen, injured or die from any cause the YFC would doubtless wish to see the owner reimbursed.

This Section will, therefore, provide the following cover for animals borrowed or hired for an organised YFC event:

- a. Loss by injury
- b. Loss by theft
- c. Death from accident or disease
- d. Incapability of fulfilling the purpose for which the animal is kept as a result of injury or disease
- e. Veterinary fees in connection with a), c) and d)

The term death includes slaughter on humane grounds on the instruction of a veterinary surgeon.

Automatic cover will operate from the time of loading, during transit, whilst at the event and whilst in transit back home and unloading in connection therewith up to a maximum period of seven consecutive days.

Limit per event		£30,000
Limit per animal:	Cattle	£ 3,000
	Domestic/other farm animals	£ 1,500
Limit per animal	For Veterinary Fees	£ 300

## **SECTION 7: Damage to or Loss of Borrowed/Hired Vehicles, Machinery & Equipment**

There are numerous occasions upon which vehicles, machinery and other equipment is borrowed or hired for short periods by the YFC. Such occasions will include demonstrations, exhibitions and competitions and it is prudent to have insurance in respect of loss or damage to such property. The property of Members is not automatically covered by this Section and Members using or loaning their equipment for events should ensure that their own insurance will operate whilst said equipment is on loan to the YFC. If this is not possible then it may be possible for cover to be arranged under this Section subject to payment of a suitable additional premium. NFU Mutual will not however provide any cover in respect of members motor vehicles which will need to remain insured by the member.

The cover under this Section applies while the property is at the event, in transit to and from, and loading and unloading in connection therewith up to a maximum of seven consecutive days.

### **The perils insured are:**

- a) accidental damage
- b) theft
- c) fire

There is a £150 excess applicable to each and every incident giving rise to a claim under this Section.

Limit per item of equipment	£100,000
Limit per event	£200,000

### **Notes**

1. It is not the intention to automatically insure property belonging to members, be they full, associate, honorary etc. include property which is part of a partnership including the member.

However, if cover is required NFU Mutual Group Corporate Business should be provided with details of the equipment, including the current market value, in order that an additional premium can be calculated.

2. Cover is arranged on an indemnity basis which means that any settlement will include due allowance for wear, tear and depreciation, **IT IS NOT NEW FOR OLD COVER**. This is of particular importance if demonstrators or new equipment is borrowed. In such circumstances any settlement will reflect the value of the equipment at the time of loss and not the cost of a brand new item.
3. There may be circumstances when equipment is borrowed from a bona fide hire company when the terms and conditions require the cover to be arranged on a reinstatement (i.e. new for old) basis. In these circumstances please advise NFU Mutual Group Corporate Business in order that consideration may be given to providing this "wider" cover and also establish clearly with the Hire Company, in writing, the maximum amount you could potentially be responsible for in relation to continuing hire charges payable following damage to the equipment being hired.
4. Please note that the £150 excess applies per incident and not per event/vehicle. Therefore if, for example, a vehicle is damaged in two separate incidents during an event then two separate excesses of £150 would be applied.
5. It is important if items such as 4\*4's, Tractor's, ATV's etc. are borrowed/hired NFU Mutual Group Corporate Business is contacted in plenty of time to enable, the situation relative to the need, or otherwise, for temporary certificates of insurance to be addressed and documentation issued if required. It is important that temporary certificates of insurance are in the possession of the member when they collect the vehicle so please give at least 3 days' notice to NFU Mutual so that this can be achieved. The information required is Registration Number, Make and Model, Year of Manufacture, Market Value.

## **SECTION 8: Travel - optional**

See separate Summary of Cover

## **SECTION 9: Personal Accident**

The YFC Movement has arranged a small amount of Personal Accident (not sickness) cover under this Scheme for every member between the ages of 10 and 65. This cover has been arranged at a flat premium irrespective of the state of health of the member. Cover operates while the member is on official YFC business or taking part in or officiating at a YFC event.

It is possible for up to nine additional units of cover to be added to this basic cover (making ten in all), but only on a whole County Federation basis and with a limit of £10 per week for temporary total disablement for persons not employed. Should any County wish to avail itself of extra cover for all their members they should contact Corporate Client Business Centre. Payment of claims subject, to agreement by the YFC, will be made to the member personally (legal personal representatives in the case of death) and in the case of temporary total disablement will be made at intervals of four weeks.

### ***Certain activities are excluded and these are:***

- a) Flying other than as a fare paying passenger in a fully licensed multi-engined passenger carrying aircraft on regular service or charter routes.
- b) Wrestling, boxing, winter sports, hunting, horse racing, polo, mountaineering, pot-holing, motor racing (other than go-karting), aerial activity, fencing, power boating, sea yachting and boating except within three miles of land, water skiing, use of underwater breathing apparatus, bungee jumping and professional sport of any kind.
- c) Incidents occurring while the member is under the influence of intoxicants or drugs.
- d) Self injury, suicide or insanity.

### ***The standard benefits which form one unit of cover are:-***

- |  |      |
|--|------|
| 1) Death   | £500 |
| 2) Loss of one or both hands or feet or sight in one or both eyes or speech or hearing       | £500 |
| 3) Temporary total disablement (payable for up to 104 weeks but excluding the first 2 weeks) |      |
| i) Employed persons - per week   | £ 10 |
| ii) Persons not employed - per week  | £ 10 |
| 4) Permanent total disablement other than (2) above continuing after expiry of 104 weeks     | £500 |

## **SECTION 10: Trophies**

The cover provided by this Section applies to trophies owned or held by the YFC and for which the YFC is responsible. All trophies are covered but there is a limit per trophy of £2,500. Any County or Club wishing to insure any particular trophy for a higher figure should contact the NFU Mutual Group Corporate Business.

Trophies are insured on an "All Risks" basis which means that loss or damage from almost any cause is covered and in the event of loss or damage NFU Mutual will pay for the cost of repairs or replacement or a sum equal to its value providing the limit per trophy is not exceeded. Such payment will include the cost of any associated engraving which may be required and this should be borne in mind when establishing the value of any particular

trophy. All Counties and Clubs should maintain a record of where their trophies are kept together with the names and full addresses of the current holders.

There is a £150 excess applicable to each claim.

### Notes

1. Please ensure that a list of trophies is maintained together with the full name and address of the current holder or location if in storage.
2. Any trophy with a replacement value in excess of £2,500 (including any associated engraving) should be notified to NFU Mutual Group Corporate Business together with a copy of the relevant valuation certificate.

## SECTION 11: Hired Buildings

Many agreements and booking forms for the hire of buildings and their contents make the hirer responsible for any damage which occurs during the course of the event. This Section provides cover to the YFC Movement in respect of such liabilities assumed under hiring agreements **or** booking forms relating to premises hired on a temporary basis. No form of notification is required but Counties and Clubs are asked to keep a record of the agreements signed or entered into. The limits of liability are stated below. If higher limits are required then please contact NFU Mutual Group Corporate Business, although it should be noted that it is often difficult to provide increased limits for single events.

Limit per claim	- fire and catastrophe type perils	£ 500,000
	- other perils	£ 100,000
Limit per year	- fire and catastrophe type perils	£2,000,000
	- other perils	£ 500,000

Cover is subject to a £150 excess for each and every claim.

### Notes

1. This section provides limited cover for damage to buildings and their contents which the YFC movement are responsible for by the way of the contractual conditions as opposed to any legal liability which is catered for under Section 1: Public/Products Liability.
2. Many Hire Contracts and Booking Terms and Conditions place the responsibility for any damage caused to the venue during an event on the Hirer, i.e. NFYFC, and do not place any restrictions as to cause or exposure. Care therefore needs to be taken when venues are hired to establish the extent of such liabilities and ensure that they do not exceed the level of cover provided under this section as any exposure in excess of the insured values will be the sole responsibility of the YFC concerned. It is therefore suggested that legal advice is sought relative to these contracts (which may well vary from organisation to organisation) to ensure that the YFC's liability is restricted to the extent of policy cover.

## **SECTION 12: Motor Liability**

The insurance provided by this section covers the liabilities which may arise from the use of motor vehicles

The section will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of

1. death of or injury to any person, and or
2. damage to property, up to £20,000,000 exclusive of costs, £25,000,000 inclusive of costs, for any one claim or number of claims arising out of any one cause.

If the vehicle involved in the accident is other than a car the liability of NFU Mutual for any one claim or number of claims arising out of any one cause in respect of damage to property will not in total exceed £5,000,000.

Drivers must hold the appropriate licence to drive or where a licence is not required by law the person driving must be competent in driving the vehicle, driving with the permission of the Insured and attained the age of 17 years.

If the vehicle is being used in a situation where the Road Traffic Act requires a temporary certificate of insurance you will need to notify NFU Mutual Group Corporate Business to arrange issue of this - please give at least 3 days' notice.

### **Notes**

The Road Traffic Act does not only apply to what the general public might define as a road and, as a general rule, it is regarded as best practice to assume that the Act could apply in all circumstances and so have a cover note or temporary certificate of insurance issued. Any vehicle hired or borrowed for 14+ days must, by law, be recorded on the Motor Insurance Database. The 3 days' notice indicated above should therefore be regarded as the minimum notice period and more would be better. The following information will be required:

Registration Number  
Make and Model  
Year of Manufacture  
Market Value

## **SECTION 13: Damage to Farm Premises**

There will be occasions when YFC events are held on farm premises after which the farmer may report damage to or loss from his premises. If the YFC are shown to be legally liable for such loss or damage the cover is provided by Section 1 but if, after investigation the YFC are shown not to be legally liable, Section 1 cannot apply. Nevertheless provided that NFU Mutual are satisfied that the loss or damage is reasonably attributable to the holding of such Event this Section will provide cover subject to:-

- (a) the limit of liability for any one Event being £5,000
- (b) the YFC being responsible for the first £150 of any claim
- (c) the Damage having been notified to the YFC not later than 72 hours after conclusion of the Event

## **SECTION 14: Personal Effects of Staff, Judges and Stewards**

This section provides All Risks cover in respect of the Clothing and Personal effects (but specifically excluding Money) of

- a. any person acting as a Steward and/or Judge at any YFC event or
- b. any YFC employee whilst undertaking YFC duties away from his/her normal place of work.

Sum Insured £250 per person subject to a £10 excess for each claim

### **EXCLUSIONS**

- a. loss or damage to property otherwise insured
- b. loss or damage resulting from circumstances such as wear and tear, vermin, confiscation, mildew, rust or frost.

### **GENERAL NOTE**

There is no cover for terrorism under the Scheme (other than an amount of £5,000,000 under Section 2 - Employers' Liability).

## Guidelines For Sports Affiliation & Insurance

Definition of a Competent Person - *'someone with skills, knowledge and experience to perform the task in hand to the recommended required standards'*.

Sport	Requirements
Ladies and Mens Tug of War	<p>Judges to be registered with the Tug of War Association (TOWA)</p> <p>National, County and Area rounds must use TOWA Judges and ensure that the competitions are covered by the TOWA insurance for Public and Personal Liability.</p> <p>Information on Judges available from NFYFC</p>
Football (as part of Competitions Programme)	<p>All Football competitions, at Club , County, Area &amp; National level must have a Referee who is registered with the Football Association and ensure the Public Liability is picked up by the Football Association insurance.</p> <p>Counties need to affiliate to their County Football Association.</p> <p>Areas need to affiliate to their regional office of the Football Association to cover Area matches.</p> <p>Players must be 18 or over for adult matches</p> <p>Below the age of 18 players must only play in 2 year age bands. This means that 14 year olds should only play against other 14 year olds or if they are good 15 year olds. They must not play against 16 year olds or over, or 13 year olds and under.</p>
Football (friendly games excluded from the Competitions Programme)	<p>Can be refereed by a competent person selected for the event.</p> <p>Insurance provided by NFU Mutual</p> <p>Age banding restrictions will apply as for Competitions Programme</p> <p>Competition matches disguised as friendly matches will not be covered.</p>
Rugby including 7 a side rugby	<p><b>All</b> Rugby games must have a referee who is registered with the relevant Rugby Association and who is covered by the relevant Rugby Association Liability Insurance.</p> <p>Players must be 18 or over for adult matches. Players under the age of 18 should play against members of their own age group or, if they are a good player they are allowed to step up one year. 14 year olds should only play against other 14 year olds or they are good players against 15 year olds. They should not play against 16 year olds or over or 13 year olds and under.</p>

<p>Hockey including 7 a side hockey (for friendly games see rules relating to Football friendlies).</p>	<p>Must be Umpired by an Umpire registered with the England Hockey Association (EHA) or the Welsh Hockey Association (WHA). Umpires to carry own Public Liability Insurance with these Associations.</p> <p>Competitors must be suitably dressed with hockey boots and the goalkeeper must wear full kit including face mask and shin pads as specified in HA rules.</p> <p>The use of a gum shield is recommended.</p> <p>Possible for a good player to play against players of same ability - this must be judged by a competent person, age restrictions do not apply.</p>
<p>Rounders</p>	<p>Insurance provided by NFU Mutual if a competent referee is used.</p>
<p>Netball</p>	<p>Competitions must have umpires registered with the All England Netball Association (AENA) who carry their own Public Liability Insurance.</p> <p>Friendly games may be umpired by a competent person - insurance provided by NFU Mutual</p>
<p>Volleyball</p>	<p>Competitions must have referees registered with the English Volleyball Association who carry their own Public Liability Insurance</p> <p>Friendly matches may be refereed by a competent person - insurance provided by NFU Mutual.</p>
<p>Junior Kwik Cricket</p>	<p>Insurance provided by NFU Mutual if played to the rules of England Kwik Cricket and a competent referee is used.</p>
<p>Dodge ball</p>	<p>NFYFC Mixed Dodge ball Competitions Programme rules to be used - amended slightly from rules laid down by UK Dodge ball Federation.</p> <p>Insurance provided by NFU Mutual provided a UKDBA registered referee is used.</p>
<p>Tag / Touch Rugby</p>	<p>Insurance provided by NFU Mutual provided the game is refereed by a competent person and the RFU tag rules are used.</p> <p>Players under the age of 18 to play against players of their own age or not exceeding a 2 year age difference ie a 16 year old can play against 14 and 18 year olds and a 14 year old can play against 12 an 16 year olds.</p>

Practice Sessions - these must be used for practising only to improve technique and not competitions. A competent person with suitable experience of refereeing in the relevant sport must be in charge of all practice sessions.

**For contact sports, where there is a risk of injury, First Aid cover such as St John's Ambulance, The British Red Cross or any other nationally recognised body must be arranged.**