Arthur J. Gallagher

Admiral House
Waterfront East
Brierley Hill
West Midlands
DY5 1XG

Our Ref: 1564659

Mr Duncan Heather
Dundee Sailing Club
19 Davidson Street
Broughty Ferry
Dundee
Angus
DD5 3AT

Telephone 01384 822241
Email Rebecca_Thomas@ajg.com
www.ajginternational.com

18th November 2016

Dear Mr Heather,

Yacht Club Combined Policy No. 7925481

You recently asked us to amend your Yacht Club Combined policy. I am writing to let you know that Groves, John & Westrup Ltd has made the change with effect from 13th July 2016 and your revised policy documents are enclosed.

The following amendments have been made to your policy:

- **Clubhouse & Outbuildings combined with a overall sum insured of £450,000 - we await workings from the qualified club member who advised the new rebuild cost**
- **Quadbike reduced to £1,500 from £2,000**
- **Furniture, Fittings and All Other Contents at £5,000 removed**
- **Please note that the Limit of Indemnity under the policy is £3,000,000, it is noted that you ticked £10,000,000 as the required amount on the proposal form which we assume was in error, however if a quote is required for a higher limit of £5,000,000 or £10,000,000 then please contact us and we will provide this for you.**

You may be aware that the Insurance Act 2015 makes various significant changes to insurance contract law. The Act applies to all non-consumer contracts (and some provisions also apply to consumer policies) subject to English law entered into (and all mid-term adjustments agreed) **on or after 12 August 2016** and amongst other things, replaces the current duty of disclosure for non-consumers with a duty to make a fair presentation of the risk.

The new duty retains the core element of the existing duty of good faith but introduces some new clarifications regarding what is known by an insured and the format of disclosure. We set out below a summary of the new duty.

Duty of Fair Presentation

You are required to make a fair presentation of the risk to Insurers which discloses every material circumstance which you **know** or **ought to know** relating to the risk to be insured. A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms.

What you know: You will be expected to know any information which is known by individuals who are: (a) part of your senior management (i.e. individuals who play a significant role in the making of decisions about how your activities are to be managed or organised); (b) responsible for arranging your insurance (i.e. individuals who participate on your behalf in the process of procuring your insurance in any capacity).

What you ought to know: In addition, you are expected to know any information that should **reasonably have been revealed by a reasonable search** of information available to you (whether the search is conducted by making enquiries or by other means). This could include any information held within your organisation or by any other person.

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.ajginternational.com

Clear and Accessible disclosure: The disclosure you give must be made in a manner which would be reasonably clear and accessible to a prudent insurer.

Every material representation of a matter of fact which you make must be substantially correct and every material representation as to a matter of expectation or belief must be made in good faith.

Failure to comply with the duty of fair presentation could mean that the policy is void or that Insurers are not liable to pay all or part of your claim(s).

If you are in any doubt as to what may constitute a fair presentation, please feel free to contact us and we will endeavour to assist you.

Please check the documents carefully to ensure the information is accurate and meets your requirements. If any changes are needed please call us on the number above as soon as possible.

There is an additional premium for this change of:

RYA Commercial Combined Policy	£371.10	Premium
	£35.25	Insurance Premium Tax
	£406.35	Total

Your insurer will adjust your remaining monthly Direct Debit payments to reflect the change and will contact you shortly to confirm your new payments.

Yours sincerely

Rebecca Thomas
Account Handler

Policy Schedule

Policy No:	7925481
Policyholder:	Dundee Sailing Club
Period of Cover	13/07/2016 to 04/06/2017
Long Term Undertaking Expiry	04/06/2018

Premises Address	Grassy Beach, Broughty Ferry, Dundee, DD5 1LU
Business Description	RYA Sailing Club

Sections Available	**Insured/Not Insured**
Section One – Property All Risks	Insured
Section Two – Business Interruption	Not Insured
Section Three – Loss of Licence	Not Insured
Section Four – Deterioration of Stock	Not Insured
Section Five – Cups, Trophies & Specified Items All Risks	Not Insured
Section Six – Loss of Money	Not Insured
Section Seven – Employers Liability	Insured
Section Eight – Public & Products Liability	Insured
Section Nine – Fidelity Guarantee	Not Insured
Section Ten – Personal Accident	Not Insured
Section Eleven – Boats	Insured

Additional Premium	£371.10
Insurance Premium Tax (IPT) @ 9.5 %	£35.25
Total Premium Including IPT	£406.35

Section One – Property All Risks	Insured
Buildings	
Clubhouse & Outbuildings	£450,000
Marine Installation	Not Insured
Flag Pole	Not Insured
Tenants Improvements	Not Insured
Marquee	Not Insured
Computers	
Computers	Not Insured
Contents	
Fixtures, Fittings and All Other Contents	Not Insured
Stock of Beers, Wines, Spirits & Tobacco	Not Insured
General Stock	Not Insured
Consumable Goods	Not Insured
Gaming Machines (excluding money/contents)	Not Insured
Members Effects (per member)	Not Insured
Quad Bike	£500
Quad Bike	£1,500
Antiques/Artwork	
Not Insured	Not Insured
Excesses:	
Members Effects	£25
Storm / Tempest / Flood / Malicious Damage / Theft	£250
Plant	£25
Subsidence	£1,000
All Other Losses	£100
Quad Bikes	£25

Significant Conditions Precedent, Endorsements & Exclusions applicable to this Section

Quad Bikes should only be operated by approved members.

Section Two – Business Interruption	Not Insured
Loss of Revenue	Not Insured
Additional Increased Cost of Working	Not Insured
Loss of Rent Payable/Receivable	Not Insured
Loss of Revenue (Marine)	Not Insured

Significant Conditions Precedent, Endorsements & Exclusions applicable to this Section

Section Three – Loss of Licence	**Not Insured**

Section Four – Deterioration of Stock	**Not Insured**
Refrigerated / Frozen Contents	£0

Significant Conditions Precedent, Endorsements & Exclusions applicable to this Section
None

Section Five – Cups, Trophies & Specified Items All Risks	**Not Insured**
Cover provided whilst anywhere in Great Britain, Northern Ireland, Isle of Man and Channel Islands	
Plant and Equipment	Not Insured
Portable Computers	Not Insured
Portable Radios	Not Insured
Racing Marks/Buoys	Not Insured
Specified Cup/Trophy	Not Insured
Unspecified Cups and Trophies	Not Insured
Specified Item	Not Insured
Video Equipment	Not Insured
Other	Not Insured

Excesses
Standard Excess £0

Significant Conditions Precedent, Endorsements & Exclusions applicable to this Section
None

Section Six – Loss of Money	**Not Insured**
On Premises whilst open	Not Insured
In Safe whilst closed	Not Insured
Out of Safe whilst closed	Not Insured
In Transit	Not Insured
At home of authorised official	Not Insured
In gaming machines	Not Insured
Non-Negotiable Monies	Not Insured
Assault Extension included	No

Significant Conditions Precedent, Endorsements & Exclusions applicable to this Section
None

Section Seven – Employers Liability	**Insured**
Limit of Indemnity	£10,000,000
Estimated Wageroll	
Volunteers	£0
Cover is automatically provided for all volunteers	

Significant Conditions Precedent, Endorsements & Exclusions applicable to this Section
None

Section Eight – Public & Products Liability	**Insured**
Territorial Limits: United Kingdom and United Kingdom Inland & Coastal Waters	
Limit of Indemnity	£3,000,000
Class:	Club
Maximum number of Members	249
Extensions:	
No of Instructors providing tuition at any one time	4

Significant Conditions Precedent, Endorsements & Exclusions applicable to this Section
None

Section Nine – Fidelity Guarantee	**Not Insured**

Significant Conditions Precedent, Endorsements & Exclusions applicable to this Section
None

Section Ten – Personal Accident	**Not Insured**

Significant Conditions Precedent, Endorsements & Exclusions applicable to this Section
None

Section Eleven – Boats		**Insured**
Cover: Material Damage		
Category	**Quantity**	**Sum Insured**
Wayfarers @ £500 each	8	£4,000.00
Kestrel	1	£500.00
Optimist	1	£500.00
Avon 5m Searider & Yamaha OBM	1	£2,000.00
Loaned/Borrowed Boat Extension		**Not Insured**

Excesses

The following excesses apply unless an increased amount is stated above

Standard Excess	£50
Theft of Outboard Motors Excess	£100

Marine Public Liability	Insured
Limit of Indemnity	£3,000,000
Territorial Limits:	United Kingdom and United Kingdom Inland & Coastal Waters

Significant Conditions Precedent, Endorsements & Exclusions applicable to this Section

None

Terrorism Cover	**Not Insured**

Significant Conditions Precedent, Endorsements & Exclusions applicable to All Sections

13. Electrical Circuit Condition Precedent

Premises Condition Precedent

It is hereby noted that if the club hire out the club premises to members/non members then at least 1 club official/member whom the club deem responsible must be in attendance throughout the hire and responsible for the unlocking and locking of the premises.

Subject otherwise to the terms, conditions and limitations contained in this policy

Issued by Arthur J. Gallagher Insurance Brokers Limited, Admiral House, Waterfront East, Brierley Hill, West Midlands, DY5 1XG
Tel: 01384 822241
Fax: 01384 822 121

Signature 

Dated 18/11/2016

This Policy issued under binding authority number B1097ABI161000 granted by Munich Re Syndicate Limited MRS/457 at Lloyd's to Arthur J. Gallagher Insurance Brokers Limited. Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909.
The Non Marine Terrorist Risk (with the exception of Employers Liability), if insured, is insured by Argenta Syndicate Management Ltd for and on behalf of Syndicate 2121.

FIRST FOR JUSTICE

DAS Commercial Legal Protection
Policy Schedule

Scheme Policy Number	TS5/4851893	**Agency Name**	Arthur J Gallagher
		Agent's Reference	1564659

Policyholder Name
Dundee Sailing Club
Policyholder Business Description
RYA Sailing Club
Policyholder Business Address
Grassy Beach, Broughty Ferry, Dundee, DD5 1LU

Gross Premium	£46.00
Insurance Premium Tax (9.5%)	£4.37
Total Premium	£50.37*

Period of Insurance	5th June 2016	4th June 2017	Period of 12 months only
	From	To	

Date of Issue 18/11/2016

Operative Covers	Employment Disputes & Compensation Awards	Tax Protection
	Legal Defence	Tenancy Disputes
	Statutory Licence Appeal	Legal Advice Service
	Contract Disputes	Tax Advice Service
	Debt Recovery	Counselling Service
	Property Protection	DASbusinesslaw
	Personal Injury	DAS Employment Manual

Limit of Indemnity	£100,000 Per Incident Aggregate Limit £1,000,000

For advice and to make a claim call 0344 893 6919 you will need to quote the scheme reference number at the top left of this document when using your policy.

For full policy terms, conditions, limitations and exclusions please refer to the DAS Commercial Legal Protection policy wording.

*An additional credit charge may apply should you settle your premium on a monthly basis via PCL (Premium Credit Ltd)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (202106)