

BRITISH SUGARCRAFT GUILD

PUBLIC/PRODUCTS LIABILITY INSURANCE FOR INDIVIDUAL MEMBERS

A Scheme arranged by ADS Insurance Brokers to cover Members of the Guild:

1) Public Liability: To cover each Member/Individual for their Legal Liability to Third Parties (either individuals or organisations) for accidental injury or damage to property caused by their activities in connection with Sugarcraft. An example would be delivering a cake and dropping this and causing damage to a carpet or other property or injuring someone.

2) Products Liability: To cover each Member/Individual for their Legal Liability to Third Parties for products supplied. An example would be supplying a cake to a customer and that product causing someone to suffer food poisoning.

3) Indemnity Limits: Option a) Public Liability - £2,000,000 any one incident. Products Liability - £2,000,000 in total in any one year of insurance.
Option b) Public Liability - £5,000,000 any one incident. Products Liability - £5,000,000 in total in any one year of insurance.

The policy provides cover in the territorial limits of Gt Britain, Northern Ireland, Isle of Man and the Channel Islands and elsewhere in connection with your Sugarcraft activities provided your visit is for non manual work. Products Liability is covered anywhere in the world apart from products that are exported directly or indirectly to the USA or Canada.

The Policy also includes Personal Accident benefits for members aged 16 to 80 years of age that will provide a £10,000 Capital sum in relation to death, loss of limbs or eyes or resulting in permanent total disablement whilst performing your Sugarcraft activities, including collection and delivery.

4) Additional Covers: The policy can be extended by payment of an additional premium to cover **All Risk Cover** to Cakes, equipment, Sugarcraft and Sugarcraft models belonging to the Insured. The total Sum Insured will be £3,000.00 with a single item limit of £1,000.00. **Money Cover** can also be added for a Sum Insured of £2,000.00 but only if the All Risk cover extension is taken out at the same time.

5) Exclusions:

- Members/Individuals whose turnover from their Sugarcraft activities exceeds £8,500.00 per annum
- Members/Individuals who do not reside in Gt Britain, Northern Ireland, Channel Islands or the Isle of Man.
- Products Liability in respect of the USA and Canada.
- Loss or damage to the cake (unless All Risk option has been requested)
- Losses arising out of the use of a motor vehicle including delivery

6) Policy Excess: In respect of damage to Third Party property, All Risk and Money cover, the Policy would exclude the first £50 of each and every claim. There is no Excess in respect of claims arising from personal injury or illness.

All Risk cover to your cakes/equipment: This will cover loss or damage to the cake whilst at home, at a venue or in transit. The Sum Insured will be £3000 any one claim with a limit of £1000 for any one cake. A £50.00 excess will apply to each and every claim. Cakes in transit must be carefully and reasonably packaged to prevent damage and there will be no cover for cakes left in an unattended vehicle.

Money cover To cover loss of money: In transit, personal custody or attended private dwelling of the Insured - £2000.00. Excess £50.00 each and every claim including insurance premium tax but is only available with the All Risk cover to your cake i.e. it is not available on its own.

Sugarcraft and Cake Making Insurance - Important Notice to Policyholders

As a result of the Consumer Insurance (Disclosure and Representation) Act 2012, you must now inform us immediately of anything which is incorrect, incomplete or omitted from the information originally provided by you and contained in the statement of fact, or any changes in your circumstances which may increase the possibility of loss, damage or liability covered by this policy.

Your agreement with us: We will insure you in accordance with the policy terms and conditions in respect of the sections of cover as shown in the schedule as applying to you against loss, damage or legal liability occurring there under during any period of insurance for which you have paid or agreed to pay a premium. Prior to us accepting this policy of insurance, you provided us with answers to a number of questions we asked. We may also have made certain assumptions about you. Your answers and any assumptions we have made are recorded in a **Statement of Fact** which we will issue to you at the commencement of this policy. It is important that these answers have been provided honestly and, having taken reasonable care, to the best of your knowledge. It is equally important that any assumptions we have made, accurately reflect your circumstances, to the best of your knowledge. You should therefore check this Statement of Fact carefully to ensure that we have recorded your details accurately and completely.

If we find out during the period of insurance that any answers to the questions we have asked you, or any assumptions we may have made about you, as recorded in the Statement of Fact, are incorrect or incomplete, your policy may be cancelled or treated as if it never existed, or a claim rejected or not fully paid. We reserve the right to decline cover or change the premium and terms if you change the information contained in the Statement of Fact.

Changes: We have agreed this policy with you on the basis of the information you have provided to us as recorded in the Statement of Fact. Please tell us immediately if you become aware of:

- Anything which is incorrect, incomplete or omitted from the information originally provided by you and contained in the Statement of Fact: or
- Any changes in your circumstances which may increase the possibility of loss, damage or liability covered by this policy.

Please refer to the Change in Risk Condition as stated below.

Change in Risk Condition: You must notify us immediately of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this policy. For example, we would need you to notify us if you carry out any deep fat frying in connection with the business, or if you, your partners, directors, trustees and committee members:

- have been convicted of or charged with (but not tried) or received a Police caution in connection any criminal offence (other than a motoring conviction or one which is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending, or
- have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings, or
- have been the subject of a County Court Judgement (or Scottish decree) or if there are any proceedings pending, or
- have been prosecuted or received notice of intended prosecution or
- been served with a Prohibition Notice in connection with a breach of any health and safety legislation
- If you have suffered any losses or had any claims made against you by any third party in respect of death, injury or damage to property which you have not previously notified us of.

These are just some examples and there may be other circumstances we would want you to tell us about. If you are in any doubt please contact ADS Insurance Brokers Limited as a failure to notify us of any such changes could lead to your policy being cancelled, or a claim rejected or not fully paid.

We recommend that you keep a copy or a record of all information you give to us.

Basis of Contract: Your Policy is evidence of the contract that is in place between us. The policy, the schedule, including any specific terms and conditions stated, should be read together as one document.