



INSURANCE INFORMATION

Although this question and answer sheet is not exhaustive, it is intended to answer those questions most frequently asked.

EMPLOYERS', PUBLIC & PRODUCTS LIABILITY INSURANCE

ACCIDENTS

- Q1.** Mr & Mrs Smith, members of and Insured Group, open their garden to fellow members and the public. Will the Insured Group's Public Liability insurance provide an indemnity if someone sustains an injury whilst on their property?
- Q1A.** *This depends on what causes the injury. If the injury is as a result of the Affiliated Society's activity and the Society are proven to be liable, then yes (including legal defence costs incurred with Insurer's permission). Cover does not though include Mr & Mrs Smith's own legal liability as property owners. It is recommended they inform their own household insurers of the event to ensure any Personal Liability coverage they have will respond to their legal liability for third party injury or damage to third party property arising out of their hosting the open garden event.*
- Q2.** An individual trips on the step at the entrance to an Insured Group's event. Injuries are sustained. Will the Group's Public Liability policy respond?
- Q2A.** *Yes - if the Insured Group is proven to be legally liable the policy will indemnify the Group for the amount of any personal injury awarded. The policy will also meet any associated legal costs, both including in the defence of the claim and any costs (excluding fines and penalties) awarded against the Group, up to the limit of indemnity purchased.*
- Q3.** We sometimes erect hanging baskets or floral displays, are we covered if a member of the public is injured arising out of this activity?
- Q3A.** *Yes, this type of work is recognised as an accepted activity by Insurers and therefore your legal liability for injury to third parties or damage to their property will be picked up by your policy. The claimant will need to prove that you have been negligent and are therefore liable for their injury/loss in order for their claim to succeed and Insurers will pay authorised legal costs in defending you in these circumstances as well as for any personal injury that may be awarded against you. You should ensure that the items are safely sited (including not obscuring vision) and securely fixed at a suitably safe height bearing in mind weather conditions which might prevail.*
- Q4.** If the use of our water bowser causes an injury or damage to third party property are we covered?
- Q4A.** *Yes - If you are proven to be legally liable.*
- NB:** *Cover only applies to towed items not self-propelled units, where the third party liability exposure should be provided by the Insurers of the motor vehicle towing the bowser.*

HIRED PREMISES

- Q5. We are hiring the church hall for our show. If an injury occurs due to a problem with the building, e.g. a frayed carpet causes someone to trip, are we insured?
- Q5A. ***Liability for injury as the result of some defect in the property itself is the responsibility of the owner. Your Insurance Policy will respond to claims for injury or damage to property arising out of your own activities within the hired premises in these circumstances.***
- Q6. Are we covered if the Insured Group causes damage to the hired property or marquee?
- Q6A. ***There is a Tenant's Liability clause in your policy, that provides cover for your liability for loss or damage to such property for which you are legally liable.***

EMPLOYEES

- Q7. Are we insured if we employ people?
- Q7A. ***Yes. Your policy automatically incorporates Employers Liability cover so that if you are shown to be negligent, cover will apply to both volunteers and paid employees for death or injury from accidents or industrial disease incurred or suffered whilst working for or volunteering for the Insured Group. You will be issued with a statutory certificate confirming cover which must be displayed and we recommend it is retained after expiry of the policy period as evidence of past insurance.***

INJURIES TO MEMBERS

- Q8. If we organise a trip to a "National Garden" or similar place of interest and a member of the party is injured whilst on the trip will our Liability policy respond?
- Q8A. ***Yes, such trips organised in the UK, are accepted by Insurers as an Insured activity. The injured party will need to prove that the Group's negligence has caused their injury for a claim to be successful.***
- Q9. If one member should cause injury to another during a Group organised event or in the everyday activities of the Group, is there cover?
- Q9A. ***Yes. There is a Member to Member clause included to cater for such eventualities, but it is still subject to legal liability being proven.***
- Q10. Are we covered if we hold our event/meeting in a town hall?
- Q10A. ***Your Insurance policy contains a Tenant's Liability clause extending cover to indemnify you for your legal liability for loss or damage to premises that are leased, let, hired or rented to the Society. Liability attaching to the premises is and remains the responsibility of the Property Owner. The Insured Group using the premises can only be held responsible for their activities therein.***
- Q11. Are volunteers covered?
- Q11A. ***Yes, subject to the Insured Group being legally liable for any injury occurring. (See 7 above)***
- Q12. Are there any age limits under the Insurance policy?
- Q12A. ***No***



OUTSIDE EXHIBITORS AT GROUP EVENTS

Q13. Will our insurance policy include their Liability?

Q13A. *No. You should ensure they have their own insurance in place.*

Recommendation

The insurer recommends that you carry out risk assessments in relation to your meetings and events. Please refer to www.hse.gov.uk for more information.

Please refer to Aon at the address on page 5 if your attendance at an event is likely to exceed 1,500 people, or you intend to use bouncy castles or the like.



SHEDS, EQUIPMENT, CUPS & TROPHIES INSURANCE

INSURED PROPERTY

- Q1. What type of property is insured under this policy?
- Q1A. ***Sheds, Cups, trophies, shields, audio visual equipment, show equipment, promotional materials, furniture, catering equipment, lawn mowers, garden equipment, stock for sale and the like owned by the Insured Group itself or held in trust for which the Group is responsible. This will include huts, sheds and composting toilets but not glasshouses, cloches, frames or polytunnels nor property owned by individual members.***
- Q2. We own a building and some stock. Can this be included?
- Q2A. ***Yes. Provided the sum insured selected is sufficient to include huts and sheds and adequate for all contents.***
- Q3. Are lawn mowers covered?
- Q3A. ***Under the "Sheds, Equipment, Cups & Trophies Insurance Scheme" property insured includes "lawn mowers, gardening equipment and the like".***
- Q4. What tools are covered?
- Q4A. ***Gardening equipment is included subject to adequate security.***
- Q5. We own a marquee, is this covered?
- Q5A. ***Yes, marquees can be covered in certain circumstances. Loss or damage to the marquee will not be insured whilst it is being erected or dismantled. Professionally erected marquees can be insured whilst they are erected and in place and physically attended but loss or damage caused by storm or flood cannot be included. No cover is provided for a marquee that is left unattended. Cover will apply whilst the marquee is collapsed and in storage provided it is then kept in a locked premises within the United Kingdom, Channel Islands or the Isle of Man***
- Q6. Is our water bowser covered?
- Q6A. ***Towed, but not self-propelled units, can be included provided the policy sum insured selected is sufficient to include the item and all other contents.***
- Q7. Are garden sheds covered?
- Q7A. ***Yes, huts and sheds are included, but not glasshouses, cloches, frames or polytunnels.***
- Q8. If members take cups and trophies home, will they still be insured?
- Q8A. ***Yes. Cover is provided anywhere in the UK, Channel Islands and the Isle of Man.***
- Q9. Is there an excess under the policy?
- Q9A. ***Yes. £50 in respect of each and every loss.***
- Q10. The value of our equipment as described above is more than £5,000. Can we increase the sum insured?
- Q10A. ***Yes - Higher levels of cover are available, up to £15,000 or £40,000. Refer to the Royal Horticultural Society for details. If you have huts or sheds the sum insured should reflect the maximum value of property you have at any one time including the structure and contents.***

MONEY

- Q1. Is money belonging to the Insured Group included under this policy?
- Q1A. **Yes. Automatic cover applies for up to £500 in the following circumstances: -**
- (i) whilst at the Group's premises provided an authorised member is in attendance*
 - (ii) whilst unattended at the Group's premises but only where such money is kept in a locked bona fide safe, the key to which has been removed from the premises*
 - (iii) whilst in transit to or from the Group's premises provided the money is in the personal custody of an authorised member*
 - (iv) whilst at the home of an authorised member*
- Q2. Does an excess apply to the money cover?
- Q2A. **Yes. £50**
- Q3. In the event of a loss what information will Insurers require to consider our claim?
- Q3A. ***You will need to be able to provide evidence that the money belonged to the Insured Group, so a record needs to be kept of all money paid over to the Group itself. This record must be kept in a secure place other than in the safe containing the money and be made available to Insurers upon request***

MISCELLANEOUS

- Q1. Are judges and speakers covered by our insurance?
- Q1A. ***Your liability to them is covered under the Public Liability policy, if you are proven to be negligent.***
- Q2. Are members covered for personal injury if they are travelling in their own vehicle on the Group's business or activities?
- Q2A. ***No, this is a legal liability policy not a personal accident cover.***
- Q3. Are there any age restrictions under either policy?
- Q3A. **No, there are no minimum or maximum age requirements/exclusions applying**
- Q4. What is the procedure to cancel a policy?
- Q4A. ***The policy is arranged by the RHS nationally and only they have the right to cancel it. Any Insured Group no longer needing its cover under the policy may let it lapse but no refund of the premium is payable.***
- Q5. Can we reclaim part of our premium if we cancel mid-year?
- Q5A. ***See above. The policy runs for 12 months from 1st February and, in order to keep overall premium costs down the policy minimum premium will apply meaning no rebate is available***
- Q6. When does our cover take effect?
- Q6A. ***On full completion of the relevant NFU Mutual application form (as necessary) and settlement of the agreed premium via the RHS***



NB. Specific requests must be submitted if the following apply:-

- Attendance Numbers - If likely to exceed the policy limit of 1,500 at any one time
OR
Bouncy Castles & the like - Please refer to Colin Sweet at Aon for a leaflet if you contemplate using these devices.

POLICY TERMS AND CONDITIONS

COVER IS SUBJECT TO POLICY TERMS, CONDITIONS AND EXCEPTIONS AS DETAILED IN THE POLICY SCHEDULES PROVIDED.

Q1. Where can I apply for the insurance and also access a full copy of the policy terms, conditions and exclusions?

Q1A. *Via the RHS website using the following links:*

<https://www.rhs.org.uk/communities/campaigns/it-s-your-neighbourhood/insurance-for-gardening-groups>

and

<https://www.rhs.org.uk/communities/get-involved/gardening-clubs-societies-affiliated-societies/support-and-resources-affiliated-societies/insurance-for-gardening-groups>

- Please refer to the table below for details of the policies we offer and the premiums

Insurance type	Level of Cover	Premium
Employers' & Public Liability Insurance	£5m cover	£75.00
	£10m cover	£90.00
Sheds, Equipment, Cups & Trophies Insurance (SECT)	£5,000 cover	£70.00
	£10,000 cover	£100.00
	£40,000 cover	£130.00



Contacts For queries regarding Affiliated Societies Insurance Registration/Renewal:
Email: affiliated@rhs.org.uk
or
Telephone: 01483 224 554

Contacts For queries regarding Community Groups Insurance Registration/Renewal:
Email: communities@rhs.org.uk
or
Telephone: 0207 821 3122

Contacts For General Insurance queries regarding these Insurance Facilities:
Email: colin.sweet@aon.co.uk
or
Telephone: 0117 948 5080

or
Address Colin Sweet
Client Service Specialist
Aon UK Limited
2nd Floor
25 Marsh Street
BRISTOL
BS1 4AQ

CLAIMS Should you need to make a claim please contact the actual Insurance Company direct:

NFU Mutual Insurance Company Ltd

on telephone number: **01789 202 526** quoting your Policy Number