



Community Group Connect Insurance Policy





**Community Group
Connect** is especially
designed to offer
appropriate covers for
clubs, groups and societies
at their hired, rented or loaned
premises and away from them.

COMMUNITY GROUP CONNECT

Thank you for insuring with Ansvar and we welcome you as a policyholder. We have been trading in the UK for more than 50 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Please read the policy and schedule carefully to ensure that it meets your requirements. If you need any further explanation, or if you find any mistakes, please contact your insurance advisor or us immediately.

You must tell us about any changes which affect your policy. Failure to do so could invalidate your cover. If you are not sure whether certain facts or changes are relevant please check with your insurance advisor or us.

The schedule enclosed with this policy shows your individual details. It also shows the sections of cover which are operative together with any endorsement numbers which may apply. If you have cover under an All Risks section, the item descriptions will be shown under the All Risks Specification on the schedule. The schedule is normally reissued each time there is a change under the policy.

Please note that any index-linking of sums insured within this policy only reflects general inflationary changes. It will not necessarily deal with any inflationary increases due to any particular features of your property. It remains your responsibility to ensure that the sums insured are adequate to provide full cover in the event of any damage.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure together with details of our participation in the Financial Ombudsman Service.

Underwritten by Ecclesiastical Insurance Office plc

Where to find what you are looking for

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Making A Claim

Phone: 0845 606 0431 (our dedicated 24 hour claims number)

Email: ansvar.claims@ansvar.co.uk

Online: www.ansvar.co.uk

Fax: 01323 739355

Write to: Claims Department, Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, BN21 3UR

ALL RISKS

- After any loss or damage you must take all reasonable steps to prevent further loss or damage.
- If the damage is serious, we may decide to appoint an independent loss adjuster or investigator to deal with your claim, therefore you must contact our claims department immediately for further assistance.
- Claims for damage by riot and civil commotion must be reported to us and the police within 7 days in order to protect your, and our, rights of recovery against the police authorities.
- If possible, obtain competitive estimates for the repair and, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged property is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the requested information, with a completed claim form where requested, for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.
- When necessary, you should arrange for emergency repairs to be carried out to prevent further damage.

LIABILITY (CLAIM BEING MADE AGAINST YOU)

- If someone is making a claim against you please notify us immediately.
- Do not make any promise to pay.
- Send any letter or document to us unanswered.

MONEY

- We require substantiation to support your claim and the loss needs to be reported to the police immediately on discovery.

REFRIGERATED CONTENTS

- Please compile a list of the spoiled contents and if possible a photograph of the items.

SALVAGE

- All salvage must be protected and retained for our inspection, unless we or the loss adjuster have instructed you to the contrary.

THEFT, LOSS AND MALICIOUS DAMAGE

- Tell the police immediately if property is stolen, maliciously damaged or if a valuable item is lost, and obtain a crime or lost property reference number. You must take all reasonable steps to prevent any further loss.

Helpline Services

DAS Legal Expenses Insurance Company Limited (DAS) will not accept responsibility if the Helpline Services fail for reasons DAS cannot control.

- DAS provide these services 24 hours a day, 7 days a week during the period of insurance.
- All helplines apply to the United Kingdom unless otherwise stated.
- To help DAS check and improve their service standards, DAS record all calls, other than for the COUNSELLING service.
- Please do not phone DAS to report a general insurance claim.

Phone DAS on 0117 934 0437 (quoting reference HL/3603514)

EUROLAW COMMERCIAL LEGAL ADVICE

DAS will give the Insured confidential legal advice over the phone on any commercial legal problem affecting the Insured, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

DAS will give the Insured confidential advice over the phone on any tax matters affecting the Insured under the laws of the United Kingdom.

EMERGENCY ASSISTANCE

In the event of an unforeseen emergency affecting the Insured's premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the Insured. All costs of assistance provided are the responsibility of the Insured.

COUNSELLING

Phone DAS on 0117 934 2121 (these calls are not recorded)

DAS will provide all employees (including any members of their immediate family who permanently live with them) of the Insured with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

THE EMPLOYMENT MANUAL

- The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.
- To view it, please visit the DAS website at www.das.co.uk. From the Home Page click on the Employment Manual icon.
- All the sections of this web-based document can be printed off for your own use.
- Contact DAS at employmentmanual@das.co.uk with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

Data Protection Act

Full details about how Ansvar hold and use your data can be found in our privacy policy available on our website www.ansvar.co.uk

The Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by government, which gives you your money back if your authorised financial services provider is unable to pay you because it has insufficient assets.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought.

The FSCS does not charge individual consumers for using its service.

The FSCS cannot help you if the firm you have done business with is still trading.

You can write to:

Financial Services Compensation Scheme
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Visit the website: www.fscs.org.uk

Phone FSCS helpline on 0207 741 4100 or 0800 678 1100

Fraud Prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims.

For further information please refer to our privacy policy available on our website www.ansvar.co.uk

Complaints Procedure

If you have any reason to complain about the advice or service you have received, please contact us as soon as possible. You can complain in writing or verbally at any time to:

Ansvar Insurance, Ansva House, St. Leonards Road, Eastbourne, East Sussex BN21 3UR

Phone Ansva Insurance on **0845 60 20 999** or **01323 737541**

Email: ansvar.insurance@ansvar.co.uk

OUR PROMISE TO YOU

We will aim to resolve your complaint within one business day

If this is not possible

- We will promptly acknowledge all complaints.
- All complaints will be investigated diligently and impartially within Ansva.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.
- If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take the complaint to:
Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Phone FOS on **0800 023 4567** free if phoning from a 'fixed' line (for example a land line at home), or

0300 123 9123 free for mobile phone users who pay a monthly call charge for calls to numbers starting 01 or 02

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect your right to take legal proceedings.

Useful Addresses

ANSVAR INSURANCE
Ansva House, St Leonards Road
Eastbourne, East Sussex, BN21 3UR
www.ansvar.co.uk

ASSOCIATION OF BRITISH INSURERS
Consumer Information Department
51 Gresham Street, London, EC2V 7HQ
www.abi.org.uk

DAS LEGAL EXPENSES INSURANCE CO. LTD
DAS House, Quay Side
Temple Back, Bristol, BS1 6NH
www.das.co.uk

FINANCIAL OMBUDSMAN SERVICE
South Quay Plaza
183 Marsh Wall, London, E14 9SR

www.financial-ombudsman.org.uk

FINANCIAL CONDUCT AUTHORITY
(To protect and enhance consumer
confidence in the UK financial system)

25 The North Colonnade
Canary Wharf, London, E14 5HS

www.fca.org.uk/

FINANCIAL SERVICES COMPENSATION SCHEME
10th Floor, Beaufort House
15 St Botolph Street, London, EC3A 7QU

www.fscs.org.uk

PRUDENTIAL REGULATION AUTHORITY
(To promote safety and soundness of regulated firms and, in respect of insurers,
secure the appropriate degree of protection for policyholders)

Bank of England, Threadneedle Street, London, EC2R 8AH

www.bankofengland.co.uk/pr/

COMMUNITY GROUP CONNECT

We and **you** agree that:

- a) the basis of the contract is:
 - the information contained in the proposal, declaration or statement of facts, and
 - any additional or supplementary information supplied;
- b) the policy, schedule and any endorsements (including any replacements for them) are to be read together as one document;
- c) **we** will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the **period of insurance** shown in the schedule, provided that **you** pay, or agree to pay, the premium and **we** accept the premium;
- d) this policy shall be governed by and construed in accordance with the law of England and Wales unless **your** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law;
- e) **we** will communicate with **you** in English at all times;
- f) a person or company who is not 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.

Definitions

Some words or phrases used in the policy and the endorsements are in **bold italics** and have particular meanings that are stated below unless otherwise specified. These definitions apply equally where used in the singular or plural unless otherwise stated.

asbestos	asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos
bodily injury	death, illness, injury or disease
charitable body	the person(s), church, company, or organisation named in the schedule as the policyholder
claim	your request to us for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses from one event consequent on or attributable to one source or original cause
claim made	<ul style="list-style-type: none">• any claim notified to us, or• any circumstances which may give rise to a claim that you discover and notify to us during the period of insurance
costs and expenses	<ul style="list-style-type: none">• legal costs and expenses recoverable from you by any claimant• defence costs and expenses incurred with our written consent
damage / damaged	physical loss, destruction or damage
denial of service attack	any actions or instructions construed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems. Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks
documents	documents, records, ledgers, books, manuscripts, plans, and designs but not electronic data
employee	any person: <ul style="list-style-type: none">• under a contract of service or apprenticeship with you• who is hired to, supplied to or borrowed by you• engaged under a work experience or similar scheme• helping as an authorised volunteer• who is one of your trustees while under your direct control and supervision and working for you in connection with your activities

Definitions

environmental defence costs

legal costs and expenses reasonably incurred in obtaining advice and representation in the defence of any criminal proceedings which are initiated during the **period of insurance** in respect of any actual, alleged or threatened pollution, contamination or seepage of any kind

excess

the first amount of each and every agreed **claim** that **you** will be asked to pay

extra expenses

expenditure necessarily and reasonably incurred by **you** in order to minimise the interruption or interference with **your activities**, including the cost of:

- removal to and from temporary premises and fitting up for **your** use
- the additional rent, rates and taxes for these temporary premises
- salaries of additional **employees** and overtime payments
- reproducing **documents** or electronic data but not the value to **you** of the **documents** or electronic data nor the materials on which the information is held

hacking

unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether **your** property or not

indemnity period

the period beginning with the **damage** or occurrence and ending not more than 12 months later during which the results of **your activities** are affected because of the **damage** or occurrence

medical malpractice

any actual or alleged negligent act, error or omission in rendering or failing to render medical professional treatment or services which result(s) in **bodily injury**

money

- current coins and banknotes
- unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines
- cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts
- National Savings certificates, premium bonds
- VAT purchase receipts

all belonging to **you** or for which **you** are responsible in connection with **your activities**

non-negotiable money

crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to **you** or for which **you** are responsible in connection with **your activities**

offshore

- embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel
- whilst on any offshore rig, platform or service or accommodation vessel

pastoral care

the use of counselling skills to provide free, informal, unstructured care and ministry relating to a particular concern of an individual seeking the help of the church or organisation

period of insurance

the period shown on the schedule for which **you** have paid, or agreed to pay, and **we** agree to accept the premium

premises

the buildings, or part of the buildings, within the **territorial limits**, occupied by **you** for **your activities**

products

goods (including their containers, packaging, labelling or instructions) no longer in **your** custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by **you** from or in the **territorial limits** in connection with **your activities**

reinstatement

the replacement or repair of property **damaged** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new. Where appropriate, reinstatement may be carried out:

- to **your** requirements
 - upon another site
- provided **our** liability is not increased

specified disease

one or more of the following:

Acute encephalitis
Acute poliomyelitis
Anthrax
Cholera
Diphtheria
Dysentery
Legionellosis
Legionnaires disease
Leprosy
Leptospirosis
Malaria

Measles
Meningitis
Meningococcal septicaemia
(without meningitis)
Mumps
Ophthalmia neonatorum
Paratyphoid fever
Plague
Rabies
Relapsing fever
Rubella

Scarlet fever
Smallpox
Tetanus
Tuberculosis
Typhoid fever
Typhus fever
Viral haemorrhagic fever
Viral hepatitis
Whooping cough
Yellow fever

Definitions

stock

stock and materials in trade, including promotional goods, owned by **you** or held in trust or on commission for which **you** are responsible and used in connection with **your activities**

territorial limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

terrorism

an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear

trustee

any natural person who was, is or becomes a (an):

- trustee
- director
- officer
- governor
- member of a committee of management
- shadow or de facto director
- **employee** acting in a managerial or supervisory capacity of the **charitable body**

virus or similar mechanism

program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not. Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

we / us / our

Ansvar Insurance

working hours

any time when the buildings at the **premises** are occupied for **your activities** by **you** or any partner, director, or **employee** responsible for **money**

wrongful act

any actual or alleged breach of trust, breach of duty, breach of warranty or authority, breach of statutory law, omission, neglect, error, misstatement, misleading statement, libel, slander, wrongful trading or any other act wrongfully committed or attempted by any **trustee** of the **charitable body** when carrying out his/her duties as a **trustee** of the **charitable body**

you / your / insured / policyholder

the person(s), company, or organisation (including a body of **trustees**) named in the schedule as the policyholder

your activities

your group activities declared to **us**, accepted by **us** in writing, and:

- undertaken with **your** full knowledge and authority, and
- under **your** or an authorised **employee's** control, and
- operated from premises in the **territorial limits**

including the storage of **your** property

Section 1 Public and Products Liability

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental:

- a) **bodily injury** to any person
- b) **damage** to material property
- c) obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement

occurring during the **period of insurance** in connection with **your activities** and:

- happening at the **premises**
- any of the following activities that are undertaken as part of **your activities** and happening away from the **premises**:
 - i) within the **territorial limits**:
 - clerical work
 - collection or delivery work by **you**
 - non-manual work
 - domestic work, including domestic gardening
 - exhibitions, craft fairs or fetes provided the attendance at any one exhibition, craft fair or fete organised or run by **you** does not exceed 500 persons at any one time
 - clean-ups or litter picks
 - recreational or fund-raising activities not otherwise excluded
 - ii) clerical work by any **employee**, director, partner or member, who is normally resident within the **territorial limits**, while on temporary visits outside the **territorial limits**
- happening anywhere in the World (other than within the United States of America or Canada) and caused by **products**.

Within **costs and expenses**, **we** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** written consent.

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule in respect of each **claim** for **damage** to material property.
2. Liability arising directly or indirectly from any:
 - a) activity detailed on the 'Activities – Standard Exclusion' endorsement to this section
 - b) error or omission in the provision of professional services
 - c) treatment of any kind (other than first aid)
 - d) respite, domiciliary or medical care services
 - e) libel, slander or defamation
 - f) **bodily injury** to any **employee** arising out of and in the course of **your activities**
 - g) **damage** to property:
 - i. or any part on which **you** or any **employee** is or has been working where the **damage** results from such work
 - ii. belonging to **you** or held in trust by **you** or borrowed, rented, leased or hired for use by **you** other than personal property (including vehicles and contents) of **your** visitors, partners, directors or **employees**
 - h) **offshore** activities
 - i) counselling, advice, design, formula or specification whether given for a fee or not
 - j) medical, surgical, dental, pharmaceutical or therapeutic **products**
 - k) **products** incorporated in any:
 - i. craft designed to travel through air or space
 - ii. watercraft which could affect its safety, navigation or propulsion
 - iii. mechanically propelled vehicles which could affect their safety
 - iv. gas, chemical, petrochemical or power generation plant
 - l) **damage** to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any **products** or contract work executed by **you** which is caused by a defect or its unsuitability for its intended purpose
 - m) **products**:
 - i. exported to
 - ii. sold, supplied or worked upon by **you**, or by others for **you**, from within the United States of America or Canada
 - n) second-hand **products** (except as provided for in the Second-hand Goods extension to this section).
3. Liability arising directly or indirectly from:
 - a) ownership, repair or maintenance of buildings or land
 - b) ownership or use by **you**, or by others for **you**, of any premises within the United States of America or Canada
 - c) ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:
 - i. watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space
 - ii. mechanically propelled vehicles for which compulsory motor insurance or security is required other than for:
 - loading and unloadingunless cover is provided by any other policy.
4. Liability arising from an agreement unless liability would have existed without the agreement.
5. The costs of remedying any defect or alleged defect in premises which **you** have disposed of.
6. Fines or penalties.
7. Punitive, exemplary, aggravated or multiplied damages.
8. Liquidated damages.
9. Any compensation awarded by a court of criminal jurisdiction.
10. Any **claim** **you** failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirements for Public and Products Liability

You are required as a condition precedent to **our** liability:

1 USE OF BOUNCY CASTLES OR TRAMPOLINES

if **you** use any bouncy castle, to ensure that it is:

- supervised by responsible **employees** at all times when in use
- not used by children under 2 years old
- restricted to use by age group (age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).

if **you** use any trampoline, to ensure that it is:

- supervised by responsible **employees** at all times when in use
- fitted with safety side netting to prevent falls from the trampoline
- not used by more than one person at a time.

2 CLEAN-UPS OR LITTER PICKS

to ensure that any person involved in clearing up litter or rubbish:

- wears boots or other stout footwear
- wears suitable gloves if handling any litter or rubbish
- is instructed not to clear up, move or touch any sharp objects, needles or syringes unless those persons:
 - a) are authorised adults who have received documented training in dealing with discarded needles or syringes, and
 - b) wear rubber/latex gloves and use graspers/tongs to pick up any needles or syringes (DO NOT USE HANDS), and
 - c) only use proprietary sharps bins/boxes to place any needles or syringes which are to be given to and emptied only by the local authority or contract clinical waste services.

3 PROTECTION POLICY FOR GROUPS WORKING WITH YOUNG PEOPLE OR VULNERABLE ADULTS

if **you** work with young people or vulnerable adults, to ensure that:

- **you** comply with all statutory and other regulations imposed by any authority
- **your** written protection policy for young people and vulnerable adults is fully complied with at all times
- where it has been disclosed to **us** that **you** have no written protection policy, the safety measures otherwise declared to and accepted by **us** have been fully complied with at all times.

4 SECOND-HAND GOODS (PRODUCTS LIABILITY)

under the Second-Hand Goods extension of this section, before the **products** leave **your** custody or control, to:

- have any electrical appliance (other than a battery operated appliance) inspected and tested by a suitably qualified person (the minimum standard required is the Portable Appliance Testing qualification, such as the City & Guilds 2377-002 Certificate of Competence for the Inspection and Testing of Portable Equipment (PAT Testing) or its equivalent)
- ensure that each item of furniture or furnishings supplied free of charge is fit for purpose
- ensure that any other **products** are compliant with any current safety legislation or regulations
- retain all required records under such legislation or regulations for the required period provided this period is not less than 3 years.

5 USE OF GYM EQUIPMENT

to take reasonable precautions to ensure that any gym equipment or facility **you** provide is not used by any unauthorised persons and that it is:

- supervised by a qualified gym instructor at all times when in use, or
- only used by unsupervised persons who have undergone an induction/training course held by a qualified gym instructor and then been authorised by **you** or **your employees**.

6 FACE PAINTING AND HENNA TATTOOS

if **you** apply any face paints or henna tattoos, to ensure that they are not applied to any person:

- under three years old
- who has open cuts or sores on their face
- who has a cold sore or conjunctivitis or any other known infectious skin condition

and in addition **you** must:

- carry out a skin test prior to the application of any face paints or henna tattoos where any person has food allergies or allergic reactions to soaps, skin creams and the like
- clean any equipment before each application
- only use professional face paints and henna tattoos that comply with current safety legislation or regulations.

Extensions for Public and Products Liability

WHAT IS COVERED

1 HEALTH AND SAFETY AT WORK

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the **territorial limits** committed or alleged to have been committed in the course of **your activities** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of persons other than **employees**.

The most **we** will pay is £500,000 for any **claim**.

2 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS AND MEMBER TO MEMBER)

At **your** request **we** will pay all amounts which the following people or organisations become legally liable to pay as damages and **costs and expenses** for a claim against them:

- any partner, director or **employee**
- any member
- any officer or member of **your** canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
- any of **your** partners or directors in respect of private work carried out by any **employee**
- any principal, being any person, local or public authority, company or firm, with whom **you** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by **you**

provided:

- **you** would have been entitled to cover under this section if the claim had been made against **you**
- such parties keep to the terms of this policy insofar as they can apply
- in the event of any one individual member making a claim against another member or **you**, **we** will agree not to raise the defence that the claiming member is also the **insured**.

3 CROSS LIABILITIES

If more than one party is named in the schedule as the **policyholder**, **we** will deal with any **claim** as though a separate policy had been issued to each of them.

4 HIRED OR RENTED PREMISES

Where **you** are legally liable to pay for **damage** to property at premises borrowed, rented, leased or hired for use by **you** for **your activities**, the cover provided under this section extends to include **your** legal liability for such **damage**.

WHAT IS NOT COVERED

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by:
 - a) **you** or **your** directors or partners
 - b) any **employee** responsible for compliance with the legislation.
3. Legal costs and expenses covered elsewhere in this policy or by any other policy.
4. Liability for **bodily injury** or **damage** to property.

1. £250 **excess** other than for **claims** caused by fire or explosion.
2. Liability:
 - a) arising from an agreement unless liability would have existed without the agreement
 - b) otherwise excluded under this section apart from property borrowed, rented, leased or hired for use by **you**
 - c) where **you** are required to insure, or pay for the insurance of, the property **damaged**.

Extensions for Public and Products Liability

WHAT IS COVERED

5 CONTINGENT MOTOR LIABILITY

We will pay all amounts which **you** alone become legally liable to pay as damages and **costs and expenses** for accidental:

- bodily injury** to any person
- damage** to material property

arising out of the use by any **employee** of any motor vehicle in connection with **your activities** and occurring during the **period of insurance**.

6 CONSUMER PROTECTION

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of **your activities** and are brought in the **territorial limits**.

The most **we** will pay is £500,000 for any **claim**.

7 COURT ATTENDANCE EXPENSES

We will pay £250 per day if **you**, or any partner, director or **employee**, are required to attend court as a witness at **our** request in connection with a **claim** for which insurance is provided under this section.

8 WRONGFUL ARREST

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for any charge of:

- wrongful arrest
- malicious prosecution
- false imprisonment
- defamation of or assault on any person

made against **you** in respect of any allegation of theft or other improper conduct occurring during the **period of insurance** in connection with **your activities** and happening in the **territorial limits**.

The most **we** will pay is £25,000 for all **claims** in any one **period of insurance**.

9 FOOD SAFETY ACT

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of the Food Safety Act 1990 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of **your activities** and are brought in the **territorial limits**.

The most **we** will pay is £500,000 for any **claim**.

WHAT IS NOT COVERED

- Liability arising from:
 - damage** to any such vehicle or its contents
 - any vehicle owned or provided by **you**
 - any vehicle driven by **you**
 - any vehicle driven by a person who to **your** knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence
 - participation in racing, pace making, reliability trials or speed testing.
 - Liability:
 - to the drivers or owners of such motor vehicles
 - arising outside the **territorial limits**
 - covered by any other policy.
 - Fines or penalties.
 - Punitive, exemplary, aggravated or multiplied damages.
 - Liquidated damages.
- Fines or penalties of any kind.
 - Proceedings consequent upon any deliberate act or omission by **you**, any director, partner or any **employee** responsible for compliance with the legislation.
 - Legal costs and expenses covered elsewhere in this policy or by any other policy.
 - Liability for **bodily injury** or **damage** to property.
- Claims** by any **employee**.
 - Liability for:
 - fines, penalties or punitive, exemplary, aggravated or multiplied damages
 - liquidated damages.
- Fines or penalties of any kind.
 - Proceedings consequent upon any deliberate act or omission by **you**, any director, partner or any **employee** responsible for compliance with the legislation.
 - Legal costs, expenses, reimbursements or charges:
 - covered elsewhere in this policy or by any other policy
 - arising from an order made under Section 9 of the Food Safety Act
 - resulting from any regulation under Section 45 of the Food Safety Act.
 - Liability for **bodily injury** or **damage** to property.

Extensions for Public and Products Liability

WHAT IS COVERED

10 SECOND-HAND GOODS (PRODUCTS LIABILITY)

Subject to the terms and exclusions for **products** cover, **we** will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for liability arising from second-hand **products**.

11 DATA PROTECTION ACT

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for damage or distress as described in Section 13 of the Data Protection Act 1998.

This indemnity is subject to **you** being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that **you** have taken all reasonable care to comply with its requirements.

The most **we** will pay is £500,000 for any **claim** including **costs and expenses**.

12 OVERSEAS PERSONAL LIABILITY

We will pay all amounts which **you** (and at **your** request any **employee**) become legally liable to pay as damages and **costs and expenses** for accidental:

- a) **bodily injury** to any person
- b) **damage** to material property occurring during the **period of insurance** in respect of personal liability including liability arising from the ownership, possession or use of any:
 - battery powered wheelchair or mobility scooter
 - vehicle used only as domestic gardening equipment
 - golf cart trolley or buggy controlled by someone on foot arising other than in connection with **your activities**, or any business or profession of the person claiming indemnity, while such persons, normally resident within the **territorial limits**, are temporarily outside the **territorial limits** in connection with **your activities**.

The most **we** will pay for any **claim** including **costs and expenses** is £2,000,000 or the indemnity limit shown in the schedule, whichever is the less.

WHAT IS NOT COVERED

1. Liability arising from the following second-hand **products**:
 - a) upholstered furniture or bedding that does not meet the standards under statutory safety legislation other than upholstered furniture or bedding supplied free of charge to the poor and needy
 - b) gas appliances of any description
 - c) any appliance containing or using flammable liquids.
2. Any **claim** when **you** have failed to comply with the special requirement for this extension and such failure caused or worsened the liability.
 1. Fines or penalties.
 2. Punitive, exemplary, aggravated or multiplied damages.
 3. Liquidated damages.
 4. Costs of replacing reinstating rectifying erasing blocking or destroying any personal data.
 5. Liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity.
 6. **Claims** arising out of circumstances which have been notified to previous insurers or which were known to **you** at the inception of this extension.
 7. Legal liability where indemnity is provided by any other insurance.

1. Liability arising from:
 - a) **bodily injury** to any person entitled to indemnity under this extension
 - b) **damage** to property belonging to or under the control of any person entitled to indemnity under this extension
 - c) an agreement unless liability would have existed without the agreement
 - d) the ownership or occupation of land or buildings
 - e) any pets, livestock or other animals.
2. Liability arising from the ownership, possession or use of any:
 - a) craft designed to travel in, on or through water, air or space
 - b) electrically or mechanically powered vehicle not otherwise covered under this extension.
3. Liability where indemnity is provided by any other insurance.
4. Fines or penalties.
5. Punitive, exemplary, aggravated or multiplied damages.
6. Liquidated damages.

Claims settlement for Public and Products Liability

LIMITS

Unless otherwise stated, the most **we** will pay, including **costs and expenses**, for:

- all **claims** in any one **period of insurance**
 - caused by **products**
 - arising from pollution or contamination
- any **claim** for liability other than relating to **products**, pollution or contamination
- any **claim** under the Cross Liabilities extension in total to all parties is the indemnity limit shown in the schedule.

Section 2 Employers Liability

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for **bodily injury** to any **employee** caused during the **period of insurance** in connection with **your activities** and occurring:

- in the **territorial limits**
- elsewhere in the world where any **employee** who is normally resident in the **territorial limits** is on a temporary visit in the course of **your activities**.

Within **costs and expenses**, **we** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** written consent.

RIGHT OF RECOVERY

The cover under this section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

CERTIFICATE OF EMPLOYERS LIABILITY INSURANCE

If this section or the policy is cancelled the Certificate of Employers Liability Insurance issued for this section is cancelled at the same time.

Extensions for Employers Liability

WHAT IS COVERED

1 HEALTH AND SAFETY AT WORK

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the **territorial limits** committed or alleged to have been committed in the course of **your activities** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of **employees**.

The most **we** will pay is £500,000 for any **claim**.

2 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS)

At **your** request **we** will pay all amounts which the following people or organisations become legally liable to pay as damages and **costs and expenses** for a claim made against them:

- any partner, director or **employee** of **yours**
- any officer or member of **your** canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
- any partner or director of **yours** in respect of private work carried out for them with **your** prior consent by any **employee**
- any principal, being any person, local or public authority, company or firm, with whom **you** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by **you**

provided:

- **you** would have been entitled to cover under this section if the **claim** had been made against **you**
- such parties keep to the terms of this policy insofar as they can apply.

WHAT IS NOT COVERED

Liability:

- a) for which compulsory motor insurance or security is required
- b) arising in connection with **offshore** activities.

WHAT IS NOT COVERED

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by:
 - a) **you** or **your** directors or partners
 - b) any **employee** responsible for compliance with the legislation.
3. Legal costs and expenses covered elsewhere in this policy or by any other policy.
4. Liability for **bodily injury**.

Extensions for Employers Liability

WHAT IS COVERED

3 UNSATISFIED COURT JUDGEMENTS

If any **employee** obtains a judgement for damages in respect of **bodily injury** against any company or individual operating from premises within the **territorial limits** and that judgement remains unpaid for more than six months, **we** will pay to the **employee**, at **your** request, the amount of any unpaid damages and awarded costs provided:

- the **bodily injury** is caused:
 - a) during the **period of insurance**
 - b) in the course of **your activities**
 - c) in the **territorial limits**
- there is no appeal outstanding
- the judgement being obtained in the first instance under the jurisdiction of a court in the **territorial limits**
- the judgement relates to **bodily injury** which would otherwise be insured by this section of the policy
- if any payment is made under this extension the **employee** or their legal personal representatives shall assign the judgement to **us**.

4 COURT ATTENDANCE EXPENSES

We will pay £250 per day if **you**, or any partner, director or **employee** are required to attend court as a witness at **our** request in connection with a **claim** for which cover is provided under this section.

WHAT IS NOT COVERED

Claims settlement for Employers Liability

LIMITS

The most **we** will pay for any **claim**, including **costs and expenses**, unless otherwise stated is:

- £5,000,000 in respect of liability directly or indirectly caused by, resulting from or in connection with any act of **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon **you**
- the indemnity limit shown in the schedule.

Section 3 All Risks

WHAT IS COVERED

We will pay for **damage** to **your** property, or property for which **you** are responsible, as listed in the All Risks Specification in the schedule occurring within the stated geographical limits.

RESTRICTED COVER

If **we** cover any of the following property:

- a) marquees or tents
- b) inflatables
- c) sports equipment (including winter sports)

either specifically or as part of a miscellaneous item in the All Risks Specification, then **damage** to such property is restricted to the following events only:

- fire, explosion, lightning, earthquake or smoke
- theft or attempted theft
- riot and civil commotion
- storm or flood
- aircraft or other aerial devices or articles dropped from them
- impact by any road vehicle, train or animal
- falling trees, branches, telegraph poles or lamp posts

occurring within the stated geographical limits.

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule but increased to £250 in respect of theft or attempted theft of property from any trailer.
2. **Damage** to:
 - a) money, securities, credit and debit cards
 - b) strings, reeds or drumheads on musical instruments.
3. **Damage** caused by or resulting from:
 - a) wear and tear, depreciation or gradually operating cause
 - b) action of light, atmospheric or climatic conditions or frost
 - c) moths, vermin, insects, parasites, woodworm, fungus, mildew or rot
 - d) mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions
 - e) faulty workmanship, defective design or the use of defective materials
 - f) inherent vice or latent defect
 - g) any process of cleaning, dyeing, altering, repairing, renovating or restoring
 - h) the deliberate erasure, loss, distortion or corruption of electronic data
 - i) unexplained disappearance or inventory shortage or shortage due to error or omission
 - j) marring or scratching
 - k) rise or fall in temperature other than to the extent covered under the Refrigerated Contents extension.
4. **Damage** by theft of:
 - a) contents from a soft topped, soft sided, open topped or open sided trailer
 - b) property from any unattended motor vehicle unless:
 - i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and
 - ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked
 - c) any bicycle unless at the time of **damage** it is in a locked building or is attached by an appropriate security device to a permanently fixed structure.
5. **Damage** by theft or attempted theft from a building which does not involve entry to or exit from the building by forcible and violent means apart from:
 - a) the private dwelling of any director, authorised **employee** or member
 - b) when at the time of the theft or attempted theft the building was occupied by **you** for **your activities**
 - c) when entry or exit by forcible and violent means has been used to enter a locked room or cupboard in the buildings where **your** property is kept or any other location agreed by **us** in writing.
6. Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirements for All Risks

You are required as a condition precedent to **our** liability:

1 TRAILER SECURITY

in respect of any trailer, and / or contents of any trailer, insured under this section, when the trailer is parked and not in use, to:

- keep it in a locked building or locked compound, or
- immobilise it by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) must be secured with a coach-bolted locking bar and close shackle padlock.

2 REFRIGERATION UNITS MAINTENANCE CONTRACT

to ensure that any refrigeration unit over 10 years old is kept under an annual (or more regular) maintenance contract with the manufacturer or independent refrigeration engineers.

Extensions for All Risks

WHAT IS COVERED

1 THEFT OF KEYS

We will pay for the cost of replacement locks and keys if the keys to the **premises** are stolen:

- from the **premises** or the home of a director, partner, authorised **employee** or authorised member
- following assault, violence or threat of violence.

The most **we** will pay for any **claim** is £1,000 in any one **period of insurance**.

2 REFRIGERATED CONTENTS

We will pay for **damage** to the contents, belonging to **you** or for which **you** are responsible, of refrigeration units used in connection with **your activities** at the **premises** caused by:

- a) a rise or fall in temperature in such unit
- b) escape of refrigerant.

At **our** option, **we** will pay the cost of replacement or make a cash payment for the value of the contents at the date of the **damage**.

The most **we** will pay is £1,000 for any **claim**.

3 STOCK, STATIONERY AND OTHER SPECIFIED PROPERTY

We will pay for **damage** to the following property belonging to **you**:

- a) foodstuffs
 - b) **stock** including donated **stock**
 - c) stationery, **documents** or electronic data
- whilst:
- within the **premises**
 - and whilst in transit within the **territorial limits** by **you** or any **employee** to or from the **premises**

The most **we** will pay for any **claim** is £500.

4 PROPERTY OF MEMBERS, VISITORS AND EMPLOYEES

We will pay for **damage** caused to clothing and personal effects belonging to directors, partners, members, visitors or **employees** while in any building where they are involved in **your activities**.

The most **we** will pay is £500 any one item and £1,000 for any **claim** for any one person.

5 ADDITIONAL INTERESTS

The interest of any third party in any property insured by this section is automatically noted provided that:

- the interest is required to be included on the policy by **you** under the terms of any hiring lease or hire purchase agreement
- the cover for the additional interest is no more extensive than the current cover provided to **you** under the policy at the time the interest commences
- **you** advise full details to **us** in writing as soon as reasonably practicable, with immediate notification if a **claim** occurs.

WHAT IS NOT COVERED

1. £25 **excess**.
2. Unexplained loss of keys.
3. Theft of keys insured elsewhere in this policy or under any other policy.
4. Replacement when **you** are not legally required to do so.

1. £50 **excess**.
2. **Damage** to contents:
 - a) resulting from any deliberate act or wilful neglect by **you** or any **employee**
 - b) caused by a deliberate act of the power supplier.
3. Any **claim** when **you** have failed to comply with the special requirement for this extension and such failure caused or worsened the loss.

1. The amount of **excess** shown in the schedule.
2. Property insured elsewhere in this policy or under any other policy.

1. £25 **excess**.
2. **Damage** to:
 - a) **money**, credit or debit cards
 - b) bicycles
 - c) property in the open
 - d) property more specifically insured.
3. A **claim** made for the same loss under the Money section of this policy.

Claims settlement for All Risks

We can choose to settle a **claim** for **damage** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- replacing the property insured.

Unless otherwise stated, settlement will be calculated on the basis of **reinstatement** provided that this **reinstatement** basis of settlement will not apply:

- unless **reinstatement** begins and proceeds without delay
- until the cost of **reinstatement** has been incurred
- if at the time of **damage** the property is insured under any other policy that is not on the same basis of **reinstatement**
- to linen or clothing.

If the **reinstatement** basis of settlement does not apply then a deduction for wear and tear and betterment will be made.

DATA OR DOCUMENTS

We will pay the value of the physical materials together with the clerical labour costs or computer time needed to reproduce the electronic data or **documents**.

We will not pay for the:

- costs of finding any information needed for the reproduction of electronic data or **documents**
- value to **you** of the electronic data or the information in **documents**.

STOCK

Settlement for:

- **stock** (other than donated **stock**) will be based upon the wholesale market value at the date of **damage**
- donated **stock** will be based upon the second-hand market value at the date of **damage**.

COMPUTERS

Subject to the item limit, **we** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

- installation of software that can be completed by **you** following manufacturer's standard instructions
- any non-proprietary software
- reconstitution or re-input of any electronic data held
- the value to **you** of any electronic data.

UNDERINSURANCE

If at the time of **damage** the sum insured (plus index-linking) for any item is less than its full **reinstatement** value **we** will only pay the same proportion of the **damage** as the sum insured bears to the full **reinstatement** value for that item.

LIMITS

The most **we** will pay in respect of any **claim** is the sum insured at the date of the **damage** by each item listed in the All Risks Specification of the schedule (plus index-linking) increases up to the date of **reinstatement** or replacement.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a **claim** payment, unless:

- the **claim** relates to the total loss of any specified item or
- **we** give written notice to the contrary within 30 days of the **claim** notification being first received by **us** provided that **you** take immediate steps to carry out any **damage** prevention measures that **we** may require.

MATCHING SETS

We will not pay for the cost of replacing any undamaged item which forms part of a set (other than a pair) or suite or any other item of a uniform nature, colour or design, including carpets, when **damage** happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

Section 4 Money

WHAT IS COVERED

We will pay for:

- a) physical loss of **money**
- b) **damage** to any safe or strongroom at the **premises** or any cash carrying case, security belt or waistcoat caused by theft or attempted theft
- c) **damage** to clothing and personal effects belonging to an **employee** caused by theft or attempted theft of **money** up to £500 for any **claim** for any one person (which includes personal money up to £100).

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule.
2. Loss from any unattended vehicle.
3. Loss due to:
 - a) misappropriation, deception or false accounting by:
 - i. **you** or any director or partner
 - ii. any **employee** except as covered in extension 1 to this section
 - b) clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit **money**.
4. Loss arising:
 - a) outside the **territorial limits**
 - b) from signed blank cheques.
5. Loss suffered as a result of a transaction as part of **your activities**.
6. Loss of:
 - a) negotiable **money** in transit by unregistered post
 - b) **money** in the custody of professional carriers other than **non-negotiable money** in transit by post
 - c) **money** in any coin, banknote or token operated machine or money dispensing machine.
7. **Damage** to any coin, banknote or token operated machine or money dispensing machine.
8. Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirements for Money

You are required as a condition precedent to **our** liability to:

- 1 RECORD KEEPING
keep a complete record of all **money** in transit and on the **premises** and deposit such record in a secure place other than in a safe or strongroom containing the **money**.
- 2 SECURITY
keep any safe or strongroom locked and all keys to them must be removed from the **premises** unless the **premises** is occupied by an authorised **employee** in which case such keys shall be kept in a locked receptacle when left in an unattended room or on the person of the authorised **employee**.
- 3 CARRYING LIMITS
ensure that whenever **money**, other than **non-negotiable money**, in transit exceeds:
 - £2,500 at any one time, it must be accompanied by at least two adult persons
 - £10,000 at any one time, it must be carried by a security company.This requirement applies regardless of the amount of cover under this section.

Extensions for Money

WHAT IS COVERED

- 1 MISAPPROPRIATION OF MONEY
We will pay any **claim made** by **you** for any loss of **money** as a result of misappropriation, deception or false accounting by an **employee** or **employees** provided this is discovered within 60 days of the occurrence.

For the purposes of this extension, the definition of **employee** shall also include any former **employee** within 30 days of termination of their service with **you**.

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule.
2. Loss resulting from misappropriation, deception or false accounting:
 - a) where the date of occurrence is prior to the original inception date of this policy
 - b) which is committed by an **employee(s)** who is (are) normally resident outside of the **territorial limits**
 - c) which cannot be proven to have been committed
 - d) which is evidenced solely by an inventory or profit and loss computation
 - e) where the **employee(s)** concerned was (were) known to have been involved in any previous dishonest or fraudulent act.

Extensions for Money

WHAT IS COVERED

- 2 PERIODIC INCREASE OF LIMITS
The sums insured stated in the schedule for the **claim** limits a) to d) in the claims settlement for this section are increased by 100% for a maximum of three fund-raising events or similar occasions in each **period of insurance**.
- 3 PERSONAL ACCIDENT (ASSAULT)
If **you**, or any partner, director or **employee**, while working for **you** in connection with **your activities**, sustain(s) accidental **bodily injury** caused by external violent and visible means arising as a result of assault by persons with the intent of theft of property, or **money**, during the **period of insurance** which within 24 months is the sole cause of death or disablement, **we** will pay a benefit as shown below.

Benefits for Personal Accident (Assault)

- | | | |
|---|-----------------------|-----------------------|
| | Persons aged 16 to 75 | Persons aged 76 to 80 |
| 1 Death | £10,000 | £10,000 |
| 2 Permanent total disablement, being either: | | |
| a) total and permanent loss of use of one or more entire hands or feet |) | |
| b) total and irrecoverable loss of sight in one or both eyes |) | |
| c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing |) £10,000 | £10,000 |
| d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation |) | |
| 3 Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with your activities , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks | £100 per week | NIL |

WHAT IS NOT COVERED

Accidental **bodily injury**:

- consisting solely of illness, disease or disorder
- to any person whose age is under 16 or more than 80 years at the time of the **bodily injury**
- sustained outside the **territorial limits**.

Claims settlement for Money

LIMITS - MONEY

The most **we** will pay for any **claim** is:

- | | |
|--|---|
| • for non-negotiable money | £250,000 |
| • for money other than non-negotiable money : | |
| a) on the premises and secured in a locked safe | the money limit in safe shown in the schedule |
| b) on the premises during working hours |) |
| c) in transit by you or any authorised employee |) the money limit shown in the schedule |
| d) in a bank night safe |) |
| e) at your home or that of an authorised employee | £2,000 |
| f) in any other circumstance (including fundraising events away from the premises) | £500 |

LIMITS – MISAPPROPRIATION OF MONEY

The most **we** will pay is:

- £2,500 for any **claim made** in respect of any one **employee**
- £5,000 for all **claims made** in any one **period of insurance**.

Any and all fraudulent or dishonest acts committed by an **employee** shall be considered as one occurrence or event where that **employee** is involved or implicated.

LIMITS - PERSONAL ACCIDENT (ASSAULT)

We will pay the amount of benefit as shown in this extension to the injured person or their legal representative.

- Only one of benefits 1, 2 a), b), c) or d) will be payable for each injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under benefit 2, this extension will cease to apply to the injured person.
- If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- Under benefit 3 **we** may make monthly payments on account.
- We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

The injured person will, if required by **us**, submit to a medical examination at **our** expense in connection with any **claim**.

Section 5 Business Interruption

SPECIAL NOTES (not forming part of the policy wording):

1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.
2. For the purpose of the definitions to this section, any adjustment implemented in current cost accounting shall be disregarded.

WHAT IS COVERED

EXTRA EXPENSES

We will pay the amount of **extra expenses** during the **indemnity period** resulting from **your activities** at the **premises** being interrupted or interfered with as a consequence of **damage** to property used by **you** at the **premises** occurring during the **period of insurance**, provided that liability for the **damage** is admitted under a policy of insurance covering your interest in the property (this proviso does not apply where no payment is made solely due to the operation of an **excess**).

The most **we** will pay in the first 3 months of the **indemnity period** will be 50% of the sum insured shown in the schedule and for each succeeding month 12% of the sum insured shown in the schedule.

WHAT IS NOT COVERED

1. **Extra expenses:**
 - a) for any period after the charity or business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued
 - b) due to unnecessary delay on **your** part in repairing or replacing the property.
2. Any **claim** if **you** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirement for Business Interruption

You are required as a condition precedent to **our** liability:

1 BACK-UP OF ELECTRONIC DATA

to ensure that electronic data is backed up and stored away from the **premises** in accordance with the level of total sum insured under this section as follows:

Total sum insured under this section:	Minimum back-up frequency to be every:	Storage of back-ups required to be kept away from the premises :	Minimum number of generations of verified back-up to be made:
up to £25,000	7 working days	No	One
£25,001 up to £250,000	2 working days	Yes	One
over £250,000	working day	Yes	Two

SPECIAL NOTE (not forming part of the policy wording):

1. We provide cover, subject to limitation, for the costs of reinstating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. The requirement to store back-ups away from the premises can be met by simply storing an electronic copy of the data on another computer at a separate location sent by disc or email. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

Extensions for Business Interruption

WHAT IS COVERED

We will pay for loss, as insured by this section unless otherwise stated, incurred by **you** during the **indemnity period** as a result of interruption or interference with **your activities**, carried on by **you** at the **premises**, caused during the **period of insurance** by:

1 SPECIFIED DISEASE, POISONING, MURDER

- a) an outbreak of a **specified disease**
- b) poisoning caused by food or drink provided
- c) defective sanitation, pests or vermin
- d) any discovery of an organism at the **premises** resulting in or likely to result in the occurrence of a **specified disease**

at the **premises** which causes restrictions in the use of the **premises** on the order or advice of the competent local authority

- e) murder, rape or suicide at the **premises**.

The most **we** will pay for any **claim** is £25,000 or the sum insured whichever is the less.

WHAT IS NOT COVERED

1. Costs incurred in the cleaning, repair, replacement, recall or checking of property.
2. Any occurrence that is not at the **premises**.

Extensions for Business Interruption

WHAT IS COVERED

- 2 BOMB SCARE OR EMERGENCY ACTION
closure of the **premises** by a competent authority due to:
- bomb scare, or
 - an emergency that could endanger human life or neighbouring property.

The most **we** will pay is £2,500 for any **claim**.

- 3 DENIAL OF ACCESS
damage to property in the vicinity of the **premises** which prevents or hinders the access to or use of the **premises**.

- 4 FAILURE OF SUPPLY
- accidental failure of supply of electricity, gas or water services at the terminal point of the supply authority's feed at the **premises**
 - insured **damage** to telecommunications property of the supplier in the **territorial limits**.

The most **we** will pay is £5,000 for any **claim**.

- 5 EXHIBITIONS AND WORK AWAY
damage to property at any premises within the **territorial limits** temporarily in use by **you** for exhibitions and fund raising in connection with **your activities**.

The most **we** will pay is £5,000 for any **claim**.

WHAT IS NOT COVERED

Any:

- closure of less than 4 hours duration
- premises** in Northern Ireland
- closure of the **premises** by the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of infectious diseases) food poisoning, defective drains or other sanitary arrangements or vermin or pests.

Any period when access to the **premises** was not prevented or hindered.

Any failure caused by the deliberate act of any supply authority or by the exercise of any such authority of its power to withdraw or restrict supply or industrial action.

Claims settlement for Business Interruption

ACCOUNTANTS CHARGES

Within the overall sum insured, **we** will also pay for professional accountants' charges reasonably incurred by **your** usual professional accountant for producing and certifying any details in **your** accounting records requested by **us** under the terms of this policy for the purpose of investigating or verifying any **claim**, but this does not include any accountants' charges otherwise incurred by **you** for the preparation of any **claim**.

LIMITS

Unless otherwise stated, the most **we** will pay for any **claim**:

- for reproducing **documents** or electronic data under **extra expenses** is £10,000 or the sum insured shown in the schedule, whichever is less
- in total is the relevant sum insured as shown in the schedule.

Section 6 Personal Accident

WHAT IS COVERED

If **you**, or any

- partner, director or **employee**
- member

while working for **you**, sustain(s) accidental **bodily injury** caused by external violent and visible means arising out of and in the course of **your activities** during the **period of insurance**:

- which within 24 months is the sole cause of death or disablement, **we** will pay a benefit as defined under the Benefits for Personal Accident
- and as a result incur dental expenses, **we** will pay up to £500 for any **claim** for any one person
- and as a result need(s) in-patient hospital treatment, **we** will pay a benefit of £20 for each complete period of 24 hours stay in hospital up to £200 for any **claim** for any one person.

WHAT IS NOT COVERED

- Accidental **bodily injury**:
 - consisting solely of illness, disease or disorder
 - to any person whose age is under 16 (unless otherwise varied in the schedule) or more than 80 years at the time of the **bodily injury**
 - sustained outside the **territorial limits**
 - arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition
 - caused by **you** or any partner, director or **employee**:
 - engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling
 - committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life
 - being under the influence of intoxicants or drugs unless under medical supervision
 - being pregnant or giving birth
 - serving in the armed forces
 - resulting from any accident in connection with:
 - powered woodworking machinery other than portable hand tools
 - the use of scaffolding, other than tower scaffolding, unless professionally erected
 - tree felling and the lopping and topping of trees, unless such work is within the scope of the ordinary domestic gardener and there is no use of chainsaws.
- Any **claim** directly or indirectly caused by resulting from or in connection with **terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. If **we** allege that by reason of this exclusion any **claim** is not covered by this section the burden of proving the contrary shall be upon **you**.

Benefits for Personal Accident

- | | | |
|---|---|---|
| 1 | Death | Death benefit shown in the schedule |
| 2 | Permanent total disablement, being either: |) |
| | a) total and permanent loss of use of one or more entire hands or feet |) |
| | b) total and irrecoverable loss of sight in one or both eyes |) |
| | c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing |) Permanent total disablement benefit |
| | d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation |) shown in the schedule |
| 3 | Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with your activities , or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks | Temporary total disablement benefit shown in the schedule |

Claims settlement for Personal Accident

LIMITS

We will pay the amount of benefit as shown in the schedule to the injured person or their legal personal representative.

- Only one of benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under benefit 2 the policy will cease to apply to the injured person concerned.
- If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- Under benefit 3 **we** may make monthly payments on account.
- **We** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

The injured person will, if required by **us**, submit to a medical examination at **our** expense in connection with any **claim**.

Section 7 Trustees Indemnity

WHAT IS COVERED

We will pay all amounts for any **claim made** which:

- a) a **trustee** becomes legally liable to pay as damages and **costs and expenses** arising from any **wrongful act**
- b) would be covered under a) above but which the **charitable body** becomes legally liable or obliged to pay to indemnify the **trustee** by reason of any indemnity clause in **your** governing documents arising from any **wrongful act**
- c) the **charitable body** becomes legally liable to pay as damages and **costs and expenses** arising from any **wrongful act**. This cover does not apply where the **charitable body** is an unincorporated association and indemnity is claimed under a) above.

WHAT IS NOT COVERED

1. The amount of **excess** shown in the schedule.
2. Any **claim made** for loss directly or indirectly arising from:
 - a) damages and **costs and expenses** covered elsewhere in this policy or by any other policy or indemnity
 - b) an agreement unless liability would have existed without the agreement
 - c) goods sold, supplied, recalled, repaired, altered, manufactured, installed or maintained by **you**
 - d) any **bodily injury** to any person
 - e) **damage** or the loss of use of any tangible property
 - f) any **trustee** acting in the capacity as a trustee or administrator of a pension, retirement, superannuation, profit share or any other employee benefit scheme or programme
 - g) any legal proceedings initiated by or on behalf of any **trustee** of the **charitable body**, or any other person or entity with a financial, managerial or executive interest in the **charitable body**
 - h) pollution, contamination or seepage
 - i) any libel, slander or defamation resulting from printer's errors
 - j) any actual or alleged breach of statutory employment regulation, discrimination, harassment, retaliatory treatment or breach of any obligation to any former, present or prospective **employee**
 - k) any failure or omission to effect insurance or maintain adequate insurance, or failure or omission to comply with the terms and conditions of such insurance
 - l) any infringement of intellectual property rights, copyright, patent, trademark, moral rights, database rights or design, or act of passing-off
 - m) any **trustee** acting in any capacity as external auditor, liquidator, receiver, administrator or administrative receiver
 - n) any provision of advice, counselling, design, formula, **pastoral care**, specification or other professional service
 - o) any breach of professional duty owed
 - p) **medical malpractice**
 - q) any trading losses, liabilities or debts
 - r) any market trends or fluctuations
 - s) or resulting from the **charitable body's** involvement in a joint venture or consortia, other than where the **claim** arises from the **wrongful act** of a **trustee** of the **charitable body** employed by the joint venture or consortia at **your** request
 - t) any legal action or investigation brought or commenced in any court of law or other tribunal outside of the **territorial limits** or is brought or commenced within the **territorial limits** to enforce an award or judgement outside the **territorial limits** whether by reciprocal agreement or otherwise
 - u) any **wrongful act** committed by a **trustee** of a charity, company or other organisation which has merged with the **charitable body** when the **wrongful act** giving rise to the **claim** occurred prior to the merger.
3. Fines, penalties or punitive, exemplary, aggravated or multiplied damages.
4. Liquidated damages.
5. Indemnity to any **trustee** for their liability for any **claim made** for loss directly or indirectly arising from:
 - a) the consequences of any circumstances known to that **trustee** at the commencement of this cover which may have given rise to a **claim made**
 - b) that **trustee** receiving any remuneration, profit or advantage to which they were not legally entitled
 - c) any actual dishonest, fraudulent, wilful, reckless, criminal or malicious act, conduct or omission of that **trustee**
 - d) any **wrongful act** which that **trustee** knew to be a **wrongful act** or which was committed by that **trustee** in reckless disregard of whether it was a **wrongful act** or not
 - e) any libel, slander or defamation which that **trustee** knew, or ought to have known was defamatory.

Extensions for Trustees Indemnity

WHAT IS COVERED

1 INVESTIGATION COSTS

We will pay all reasonable representation costs which are incurred by the **charitable body** or any **trustee** for any investigation, constituted hearing, tribunal or proceedings instigated by the Charity Commission or other regulatory body.

The most **we** will pay is £100,000 in any one **period of insurance**.

2 SPOUSES

We will pay all amounts which the spouse, common law spouse or civil partner of a **trustee** becomes legally liable to pay as damages and **costs and expenses** solely by reason of the legal status of that spouse, common law spouse or civil partner and that by operation of law such liability is transferred or imputed to that spouse, common law spouse or civil partner, provided that a **claim made** for such liability upon **you** would have been covered under this section.

3 LEGAL REPRESENTATIVES

We will pay all amounts which the estate, heirs, legal representatives or assigns of a **trustee** become legally liable to pay as damages and **costs and expenses** as a result of the death, incompetency, incapacity, bankruptcy or insolvency of the **trustee** provided that a **claim made** for such liability upon **you** would have been covered under this section.

4 RETIRED AND FORMER TRUSTEES

In the event of this section being cancelled by **you**, **we** will continue to accept a **claim made** by **you** for a period of up to 6 consecutive months from the date of cancellation in respect of all amounts for which a retired **trustee** becomes legally liable to pay for a **wrongful act** that occurred prior to the date of his or her retirement and provided that the **trustee** retired before the date of cancellation of this section.

For the purpose of this extension only, **claim made** relates to the period of the 6 months extension and not to the **period of insurance** stated in the policy definition.

5 POLLUTION, CONTAMINATION OR SEEPAGE

We will pay all amounts for any **claim made** which:

- a **trustee** becomes legally liable to pay as **environmental defence costs** arising from any **wrongful act**
- would be covered under a) above but which the **charitable body** becomes legally liable or obliged to pay to indemnify the **trustee** for **environmental defence costs** by reason of any indemnity clause in **your** governing documents arising from any **wrongful act**
- the **charitable body** becomes legally liable to pay as **environmental defence costs** arising from any **wrongful act**.

This cover does not apply where the **charitable body** is an unincorporated association and indemnity is claimed under a) above.

The most **we** will pay is £100,000 in any one **period of insurance**.

WHAT IS NOT COVERED

Costs covered elsewhere in this policy or by any other policy.

- Any liability of the **charitable body**.
- Indemnity provided by any other insurance.

- Fines or penalties of any kind.
- Any **claim made** for loss directly or indirectly arising from pollution, contamination or seepage of any kind, other than to the extent of the **environmental defence costs**.

Claims settlement for Trustees Indemnity

LIMITS

Unless otherwise stated, the most **we** will pay for all **claims made** in any one **period of insurance**, including **costs and expenses**, is the indemnity limit shown in the schedule in total to all parties.

General Exclusions

(Applicable to the whole policy except where varied under any operative Legal Expenses cover or as otherwise stated)

This policy does not cover:

1 RADIOACTIVE CONTAMINATION

any expense, consequential loss, legal liability or **damage** to any property directly or indirectly arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

This exclusion does not apply to any cover for:

- Employers Liability except in respect of liability of any principal and liability assumed by agreement
- Personal Accident.

2 WAR RISKS

any contingency, liability or **damage** occasioned by or happening through war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power or martial law.

This exclusion does not apply to any cover for Employers Liability.

3 SONIC BANGS

damage arising directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4 CONFISCATION

damage caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

5 TERRORISM

any **claim** directly or indirectly caused by resulting from or in connection with **terrorism** regardless of any other contributory cause.

This insurance also excludes any **claim** directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **terrorism**.

If **we** allege that by reason of this exclusion any **claim** is not covered by this policy the burden of proving the contrary shall be upon **you**.

This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability
- Legal Expenses.

6 NORTHERN IRELAND (PROPERTY DAMAGE / BUSINESS INTERRUPTION)

any **damage**, cost, expense or consequential loss of whatsoever nature in Northern Ireland directly or indirectly caused by, resulting from or in connection with riot, civil commotion and (except in respect of **damage** or consequential loss by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

7 POLLUTION OR CONTAMINATION

a) in respect of any cover for **your** insured property of any description, including electronic data, Business Interruption or Book Debts

pollution or contamination except (unless otherwise excluded) **damage** caused by:

- i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures
- ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures which itself results from pollution or contamination.

b) in respect of any cover for liability to third parties

liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

- i. all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
- ii. all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.

8 INDIRECT LOSS

any indirect losses which result from the event that caused **you** to make a **claim**, except as specifically provided for under this policy.

This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability
- Public and Products Liability
- Professional Indemnity
- Property Owners Liability
- Loss of Licence
- Trustees Indemnity
- Legal Expenses.

General Exclusions

This policy does not cover:

9 MORE SPECIFIC INSURANCE

property more specifically insured under another policy.

10 DATE RELATED COMPUTER FAILURE

any **claim** directly or indirectly arising from the failure or possible failure of any computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software:

- a) correctly to recognise any date as its true calendar date
- b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- c) to save or correctly process any data on or after any date

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from:

fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation

if covered by this policy.

This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability.

11 ELECTRONIC RISKS

a) in respect of any cover for property of any description, including electronic data, Business Interruption or Book Debts

- i. **damage** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is directly or indirectly
- ii. consequential loss

caused by or arising from **virus or similar mechanism** or **hacking** or **denial of service attack**.

b) in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability and Trustees Indemnity

liability arising from **damage** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.

This exclusion does not apply to any cover for Employers Liability.

12 ASBESTOS

in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability, Trustees Indemnity and Hirers Liability

liability arising directly or indirectly from:

- a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**. However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of the **event** or any contract work undertaken and:
 - i. **you** have complied with any legal obligations to manage **asbestos** and
 - ii. any discovery of **asbestos** by **you** is unintentional and accidental and
 - iii. where, upon discovery of **asbestos**, all work immediately stops and
 - iv. a HSE licensed asbestos removal contractor is employed:
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- b) fears of the consequences of exposure to, or inhalation of **asbestos**.

This exclusion does not apply to any cover for Employers Liability.

13 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against **you**, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation, except as provided by the standard endorsement to this policy.

This exclusion does not apply to any cover for Legal Expenses.

General Conditions

(Applicable to the whole policy except where varied under any operative Legal Expenses cover or as otherwise stated)

NOTE – Reference to **claim** in these General Conditions is deemed also to refer to **claim made**.

1 CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms of this policy relating to anything to be done or complied with by **you** shall be conditions precedent to **our** liability to make any payment under this policy.

2 CANCELLATION AND COOLING-OFF (PRIVATE CUSTOMERS ONLY)

If **you** are an individual person and any part of the insurance by this policy has been requested by **you** for purposes which are outside **your** trade, business or profession then the following cooling-off and cancellation conditions apply.

Your right to cancel in the cooling-off period

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel the policy. In such circumstances **we** will make a full refund of premium.

Our right to cancel after the cooling-off period

- If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium.
- **You** can cancel the policy providing **you** give **us** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any **claim** settlement.

Our right to cancel

- **We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by recorded delivery to **your** last known address.
- If **we** cancel the policy **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.
- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by **us** in writing.

3 CANCELLATION (OTHER THAN IN GENERAL CONDITION 2 ABOVE)

Your right to cancel

- **You** can cancel this policy providing **you** give **us** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as **you** have not made a **claim** **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If **you** have made a **claim** in the current **period of insurance** then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the **period of insurance** must be paid by **you** or it will be deducted from any **claim** settlement.

Our right to cancel

- **We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by recorded delivery to **your** last known address.
- If **we** cancel the policy **we** will refund the premium for the remainder of the **period of insurance**, suitably adjusted if the premium is paid by instalments.
- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by **us** in writing.

General Conditions

4 CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making A Claim.

When **you** become aware of a possible **claim** under this policy **you** shall (at **your** expense):

- notify **us** immediately
- immediately tell the police if **damage** is caused by theft, attempted theft, malicious acts, riot or civil commotion
- take all practical steps to recover any property lost or to minimise the **damage**
- within 30 days (7 days in the case of **damage** by riot, civil commotion, strikers, labour disturbances and malicious persons) advise **us** in writing giving full details, and complete **our** appropriate claim form
- in respect of any **claim** for Business Interruption, submit to **us** within 30 days after the expiry of the **indemnity period**, or within such further time as **we** may in writing allow, a statement setting out particulars of the **claim** together with details of all other insurances covering any part of the **damage** or resulting business interruption
- give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
- send to **us**, unanswered, every writ, summons or other communication immediately it is received
- send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
- if **we** require, provide to **us** a statutory declaration of the truth of the **claim**.

When **you** become aware of a possible **claim** under this policy **you** shall not:

- admit, deny, negotiate or settle a **claim** without **our** written consent
- abandon any property to **us**.

5 CLAIMS PROCEDURE (OUR RIGHTS)

If **you** make a **claim** under this policy **we** have the right:

- to enter any building where **damage** has occurred and take, and keep, possession of any property covered by this policy
- to the salvage of any property covered by this policy
- at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- to settle any liability **claim** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability
- to arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover.

6 CLAIMS SETTLEMENT

Where more than one **excess** applies to any one **claim** only the highest **excess** will be deducted from the amount of settlement.

7 SUBROGATION

Before or after **we** settle any **claim** under this policy **you** shall, at **our** request and at **our** expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from

other parties, to which **we** would be entitled after settlement of that **claim**.

8 OTHER INSURANCE

- If at the time of a **claim** there is any other insurance covering anything insured by this policy, other than in respect of insurances for legal liabilities, Money or Personal Accident, **we** will only pay **our** proportionate share.
- In respect of any covers, including their respective extensions and endorsements, for legal liabilities or Money (but not Personal Accident or Personal Accident Assault) **we** will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this policy.
- In respect of any covers, including their respective extensions and endorsements, for Personal Accident or Personal Accident Assault, irrespective of the number of policies issued by **us**, **we** will not pay benefits for the same insured person under more than one policy for any one occurrence. The policy or section that provides the greatest benefit will apply.
- If any other insurance is subject to any condition of underinsurance (average) the appropriate cover under this policy will be subject to the same condition of underinsurance (average) if it is not already included.

9 FRAUD

If **you** or anyone acting for **you** makes a **claim** under this policy knowing the **claim** to be false in any respect:

- **we** will not pay the **claim**; and
- all cover under this policy ceases; and
- **we** will not return any premium paid.

10 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

This policy will be voidable if there is any misrepresentation, misdescription or non-disclosure of any material fact or detail.

General Conditions

11 REASONABLE CARE

At all times **you** must take all reasonable steps to:

- prevent or minimise **damage** or **bodily injury**
- protect the property covered under this policy
- maintain the property covered under this policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of **employees**
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this policy immediately they are identified.

12 ALTERATION OF RISK

You must tell **us** immediately:

- **you** become aware of any changes in circumstances which increase the risk of **damage**, accident or liability, such as changes in **your activities**, the premises or its use
- **your** interest ceases, except by will or operation of law
- an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement.

Upon any alteration as described above, **we** shall be entitled to cancel the policy from the date of such alteration or impose special terms or charge an additional premium.

13 ARBITRATION

Provided **we** have admitted liability for a **claim**, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:

- an agreed arbitrator, or if an arbitrator cannot be agreed
- an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

You must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

14 NO CLAIMS DISCOUNT

If the premium by this policy is subject to a No Claims Discount and no **claim** is made or pending during the twelve months immediately preceding the renewal of the policy, then a No Claims Discount will be allowed from the renewal premium.

15 INDEX-LINKING

If any property damage section of this policy is subject to index-linking then:

- the sum(s) insured by that section as shown in the schedule will be adjusted automatically to reflect general changes in rebuilding costs and inflation trends
- the renewal premium will be calculated on revised sums insured that include previous index-linking increases
- in the event of a **claim** the adjustments will continue during the period of repair or **reinstatement** provided such repair or **reinstatement** is carried out without delay.

Standard Endorsement

The following endorsement is standard for all policies but is only effective where the stated sections or extensions are operative. Subject otherwise to the terms, exceptions and conditions of the policy.

CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ENDORSEMENT

WHAT IS COVERED

If section(s) or extension(s) for:

- Employers Liability and/or
- Public and Products Liability and/or
- Trustees Indemnity

are operative under this policy **we** will pay all amounts which **you** become legally liable to pay overall for legal costs and expenses incurred with **our** prior consent in the defence of any criminal proceedings, or an appeal against conviction, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of **your activities** during the **period of insurance**.

WHAT IS NOT COVERED

1. Fines or penalties of any kind.
2. Costs of any remedial or publicity orders, or steps to be taken by such orders.
3. Proceedings consequent upon any deliberate act or omission by:
 - a) **you**
 - b) **your managerial employees** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
4. Legal costs and expenses:
 - a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover
 - b) where indemnity is otherwise provided by any other policy, insurer or from any other source.
5. **We** will not pay any **claim** when **you** have failed to comply with the special requirements for this endorsement and such failure caused or worsened the liability.

Special requirements for Corporate Manslaughter and Corporate Homicide Endorsement

You must as a condition precedent to **our** liability:

- 1 obtain **our** written consent prior to the appointment of any solicitor or counsel to act for **you**
- 2 notify **us** immediately about any summons or other process served upon **you** which may give rise to a **claim** under this extension
- 3 not commence an appeal without **our** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

Claims settlement for Corporate Manslaughter and Corporate Homicide Endorsement

The most **we** will pay is £1,000,000 for all **claims**:

- under this extension in any **period of insurance**
- in total for all policies issued by **us** to **you** where the **claim** relates to the same prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007.

This limitation forms part of and is not in addition to the indemnity limits stated in the schedule or the policy for each of the sections or extensions to which this extension applies.

Endorsements

The following endorsements and any supplementary endorsements are operative only if the number shown against them appears in the schedule. Each endorsement is subject otherwise to the terms, exceptions and conditions of the policy.

- 3 THEFT EXCLUSION (ALL RISKS OR MONEY)
Under sections 3 and 4, **damage** by theft or attempted theft from the **premises** is not covered.
- 5 RESTRICTION OF THEFT COVER FROM PREMISES (ALL RISKS)
Under section 3, **we** do not cover **damage** by theft, or any attempted theft, not involving entry to or exit from the buildings at the **premises** by forcible and violent means.
- 6 PRODUCTS LIABILITY EXCLUSION
Under section 1, **we** do not cover any liability caused by or arising from **products** other than:
 - food or drink sold or supplied by **you** for consumption on the **premises**
 - free literature supplied by **you** in connection with **your activities**.
- 9 INCREASED LIMIT £1,000 – EXTENSION 3 (ALL RISKS)
The limit payable for any **claim** under extension 3 (Stock, stationery and other specified property) to section 3 is increased to £1,000.
- 23 PERSONAL ACCIDENT – EXCLUDING MEMBERS
Cover under section 6 is inoperative in respect of members participating in **your activities**.
- 41 EXCLUSION OF THEFT FROM UNATTENDED VEHICLES (ALL RISKS)
Under section 3 **we** do not cover **damage** caused by or resulting from theft from any unattended motor vehicle.





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