

Arranged by



# Village and Community Hall Insurance



# Norris & Fisher

Norris & Fisher are independent insurance brokers, established in 1999. We deal with commercial insurance and specialise in cover for charities and community groups.

In 2007 we were awarded Chartered status by the Chartered Insurance Institute. This award is only given to firms which meet rigorous criteria relating to professionalism and capability.

We strive to provide our clients with the confidence and certainty to pursue their objectives, delivering timely, effective and insightful service to all our clients wherever they may be.

Our team has many years of insurance experience and customer service with the eagerness to go that extra mile to bring a claim to a satisfactory conclusion should the occasion arise.

The Village and Community Hall policy has been designed with cover which meets the needs of all types of Village and Community Halls – both rural and urban.

Norris & Fisher Insurance Brokers Ltd is an independent intermediary authorised and regulated by the Financial Conduct Authority - our register number is 303993.

## Ansvar Insurance

We are a general insurer specialising in insuring not-for-profit organisations and connected individuals. Our ethical investment and trading policy means we will not deal with organisations which are mainly involved in alcohol, tobacco, gaming and armaments.

We also give a percentage of our profits to help charities involved in alcohol and drug-education rehabilitation.

We have been trading in the UK for over 60 years and are well known for offering an excellent personal service and providing a fast and sympathetic response to claims. We are a business division of Ecclesiastical Insurance Office plc.

Cover under the Village and Community Hall policy is provided by Ecclesiastical Insurance Office plc.

If you want to find out more about us, please go to our website at [www.ansvar.co.uk](http://www.ansvar.co.uk)

## Your activities

Cover will include the following activities if and when undertaken by you.

- Office and administration work and storing your property
- Attending trade shows, exhibitions, conferences, meetings and seminars
- Clean-ups and litter picks
- Clerical and non-manual work
- Collection and delivery work
- Domestic work, including domestic gardening
- Firework and bonfire events as long as no more than 500 people will be attending
- Fundraising events (other than firework or bonfire events), as long as no more than 1,000 people will be attending
- Recreational activities
- Selling goods (including second-hand goods) as part of the above activities and for the benefit of your organisation.

We will provide cover unless we say in the policy summary that a particular activity is not covered (for example, we do not insure a number of high-risk activities under the Public and products liability section).

If you need cover for any extra, excluded or similar activities, we may be able to include them if you give Norris & Fisher details. Please let Norris & Fisher know about any event or activity which you are not sure about.

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## Terrorism cover

Available for property damage and business interruption only (not available in Northern Ireland, the Channel Islands or the Isle of Man).

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## Tax

We add insurance premium tax (IPT) to your premium at a rate set by the Government.

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## Instalments

You can pay the premium in monthly instalments as long as you meet our minimum level of premium for this facility. You will need to fill in an instalment form and we will make the necessary arrangements with your bank or building society.

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## Discounts

- One-year no-claims discount.
- Three- or five-year long-term undertaking (optional).
- Hallmark award.

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## Helplines

Available 24 hours a day, 365 days a year.

- Counselling.
  - Emergency assistance.
  - Eurolaw commercial legal advice.
  - Emergency glass replacement.
  - Public-relations (PR) crisis advice and help with the media.
- Available Monday to Friday 9am to 5pm (not including public and bank holidays).
- Tax advice (commercial)

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## Index-linking

Each month we automatically increase the sums insured for buildings, contents and all risks sections in line with rises in general inflation.

We also offer an option to include 'Day one' cover for buildings which allows you to choose (from a set list) the percentage level of protection against inflation you need.

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## Declarations

Before you renew your policy each year, we may send you a declaration form asking for up-to-date information on income, volunteer numbers and wage roll. We will use the information when working out the premium to renew the policy.

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## Importance of having adequate sums insured

- You should ask Norris & Fisher for advice on sums insured and indemnity limits. However, it is your responsibility to make sure that the sums insured are enough.
- If a sum insured is not enough to replace all of the property insured or a loss of all income, we may reduce the amount of a claim payment in equal proportion.
- You should regularly review your sums insured even though automatic index-linking applies to the buildings, contents and all risks sections.
- Sums insured should include VAT if this applies.

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## Settling claims

- If an excess applies to a claim, we will take off the amount of the excess from the claim settlement.
- The sum insured or the indemnity limit (as appropriate) will be the most we will pay unless we say otherwise.

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## Unoccupancy or change in risk

You must tell Norris & Fisher as soon as reasonably possible if the buildings are to become vacant, without tenants, unfurnished, empty or no longer in active use for a period exceeding 30 days or need to have structural alterations, major repairs, demolition or construction work.

If this happens, we may cancel the policy from the date of the unoccupancy or alteration, apply special terms or charge an extra premium or both.

## Special requirements

- These are aimed at reducing the risk of loss, damage or liability.
- They only apply if they relate to your property or your activities.
- We will not pay a claim (unless we say otherwise) if you fail to keep to a special requirement.
- See the policy wording for full details of the special requirements.

Section of cover	Special requirements	Summary of special requirements
All risks	Trailer security	Fitting security devices and keeping trailers in a locked building or locked compound
Book debts	Monthly statement	Record-keeping and storing records
Buildings and contents	Cooking equipment	Cleaning ducting, fitting safety devices and providing fire extinguishers
	Security devices	Using security devices and removing keys when buildings are unattended
	Waste materials	Disposing of combustible materials
Business interruption	Backing up of electronic data	Regularly backing up and storing electronic data
	Pests or vermin	Getting our permission before restricting the use of the premises
Computer breakdown	Backing up of electronic data	Regularly backing up and storing electronic data
	Anti-virus maintenance	Updating anti-virus protection
Contents	Minimum security needed See page 29 for full details	The security devices we require at your premises for our standard theft insurance cover
		The amount you have to pay towards a claim (the excess) will increase if you fail to use the required security devices
Employers' liability	Corporate manslaughter	Immediately telling us about any legal action
Fidelity guarantee	Best practice	Written references for new employees
Goods in transit	Overnight security	Keeping an unattended vehicle in a guarded security park or in a locked building or locked yard overnight
Money	Record-keeping	Record-keeping and storing records
	Security	Safes and strongrooms being kept locked and keys kept safe
	Carrying limits	Using a given number of people or a security company to carry money when it is transported
Professional indemnity	Insurance checks for labour-only subcontractors and self-employed	Checking insurance documents
Property owners' liability	Escalator or lift	Keeping to legal inspection requirements Regular (at least every year) inspection by qualified engineer
	Fixed outdoor adventure and playground equipment	Inspection, maintenance, repair and record-keeping

## Special requirements

- These are aimed at reducing the risk of loss, damage or liability.
- They only apply if they relate to your property or your activities.
- We will not pay a claim (unless we say otherwise) if you fail to keep to a special requirement.
- See the policy wording for full details of the special requirements.

Section of cover	Special requirements	Summary of special requirements
Public and products liability	Using bouncy castles and other land-based inflatables or trampolines Clean-ups or litter picks Safeguarding policy for children or vulnerable adults Use of your gym equipment Second-hand goods (products liability) Face painting and henna tattoos Insurance checks for professional suppliers of activities Firework displays or bonfire events Fixed outdoor adventure and playground equipment Loaned or hired out mobility equipment Libel and slander Corporate manslaughter	Supervision and safety requirements for equipment Safety procedures and using protective personal equipment You, your employees and professional suppliers keeping to your written protection policy Reviewing your protection policy at least once a year Supervision and training Checking goods and record-keeping Safety procedures and hygiene precautions Checking insurance documents Management and safety procedures for the event Inspection, maintenance, repair and record-keeping Safety checks and keeping records of equipment Following the advice given by a Queen's Counsel Immediately telling us about any legal action
Refrigerated contents	Refrigeration units maintenance contract	You need a maintenance contract for refrigerators over 10 years old
Trustees' and directors' indemnity	Electronically held documents	Regularly backing up and storing electronic data

# Policy summary

Cover under the policy applies within the United Kingdom, the Channel Islands and the Isle of Man only unless we say otherwise.

See the policy wording for full details of cover, exclusions, and the general conditions and general exclusions.

## Buildings

Cover and limits	Significant exclusions
<p>The main events insured against are loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• fire, subterranean fire, explosion, lightning or earthquake</li> <li>• smoke</li> <li>• theft or attempted theft</li> <li>• property being hit by any vehicles, animals or aircraft</li> <li>• riot, civil commotion</li> <li>• malicious people or vandals</li> <li>• storm or flood</li> <li>• escape of water from specified installations (including damage to internal fixed pipes and tanks by freezing or bursting)</li> <li>• escape of oil from a fixed heating installation</li> <li>• falling aerials or satellite dishes</li> <li>• falling trees, telegraph poles, lamp posts, pylons or wind turbines</li> <li>• accidental damage</li> </ul> <p>Section limits The selected sum insured, including a limit of £25,000 for theft of metalwork from the outside of the buildings</p> <p>Optional cover is available for:</p> <ul style="list-style-type: none"> <li>• subsidence, heave or landslip</li> </ul>	<ul style="list-style-type: none"> <li>£100 excess for all events and extensions unless we tell you otherwise</li> <li>Accidental damage to wind turbines</li> <li>Cost of maintenance and normal redecoration</li> <li>Damage to fences, gates or decking by storm or flood</li> <li>Explosion damage to steam pressure vessels</li> <li>Faulty workmanship or faulty design</li> <li>Mechanical or electrical breakdown</li> <li>Theft, malicious damage, escape of water or fuel oil, storm and accidental damage while the buildings are unoccupied, without tenants, empty or disused</li> <li>Theft of metalwork from the outside of the buildings while scaffolding is erected unless we tell you otherwise</li> <li>Wear and tear or damage which happens gradually</li> </ul>

## Buildings extensions

Specified extension limits form part of, and are not in addition to, the section limits unless we tell you otherwise.

Cover and limits	Significant exclusions
Transfer of interest in the buildings to a contracting purchaser until the sale is completed	
Fees and costs we will pay or agree to pay for: <ul style="list-style-type: none"> <li>architects' and surveyors' services</li> <li>debris removal</li> <li>keeping to European Union regulations or public-authority requirements (up to 15% of the buildings sum insured)</li> </ul>	
Accidental damage to inspection covers, underground tanks, underground pipes or underground cables if accidental damage is not insured (£10,000)	Damage covered or excluded by the main events insured Damage which happens gradually Faulty workmanship or defective design
Additions and alterations to the buildings (10% of buildings sum insured or £250,000, whichever is less – this is not part of the section limits until the sum insured is adjusted)	£250 excess Any gain in value as a result of the additions or alterations Property not advised to us within 90 days from the date you became responsible for it
Damage to the grounds caused by: <ul style="list-style-type: none"> <li>the emergency services</li> <li>trespassers or squatters including the costs of removing any debris or rubbish</li> </ul> (£10,000 in total for any claim)	£1,000 excess for trespassers or squatters cover
Clearing drains following damage to the buildings (£10,000)	
If the risk of loss or damage is increased without your knowledge, it will not affect the cover as long as you tell us as soon as you become aware of the increased risk	
Bequeathed property (£250,000 – this is not part of the section limits until specific insurance is arranged)	£250 excess Property insured elsewhere Property you have not told us about within 90 days of the legal ownership passing to you
Tracing the source of a water, fuel oil or gas leak and repairing any damage caused by gaining access to it (£25,000)	
Resetting extinguishers and alarms following loss or damage (£5,000)	
If a tenant of your premises is responsible for any accidental loss or damage, we will not take action against them if they contribute towards the policy premium as long as they were not acting in a fraudulent, criminal or malicious way	
Boarding up glass after damage, repairing frames and replacing lettering or ornamentation	

# Contents

Cover and limits	Significant exclusions
<p>The main events insured against are loss or damage to contents (plus stock and electronic equipment if you have chosen these) caused by:</p> <ul style="list-style-type: none"> <li>• fire, subterranean fire, explosion, lightning or earthquake</li> <li>• smoke</li> <li>• theft or attempted theft involving entry to or exit from the buildings by force</li> <li>• property being hit by any vehicles, animals or aircraft</li> <li>• riot, civil commotion</li> <li>• malicious people or vandals</li> <li>• storm or flood</li> <li>• escape of water from specified installations</li> <li>• escape of oil from a fixed heating installation</li> <li>• falling aerials or satellite dishes including loss or damage to them</li> <li>• falling trees, telegraph poles, lamp posts, pylons or wind turbines</li> <li>• accidental damage</li> </ul> <p>Section limits The selected sums insured, including limits of:</p> <ul style="list-style-type: none"> <li>• £10,000 for antiques and valuables (£2,500 item limit)</li> <li>• £5,000 in any one period of insurance for theft not involving entry to or exit from the buildings by force during working hours</li> <li>• £5,000 for loss of heating oil by theft or attempted theft, malicious or accidental damage</li> <li>• £2,500 for electronic data or 5% of contents sum insured if this is greater</li> </ul> <p>Optional cover is available for:</p> <ul style="list-style-type: none"> <li>• subsidence, heave or landslip</li> </ul>	<p>£100 excess for all events and extensions unless we tell you otherwise</p> <p>£500 excess for storm, flood or escape of water damage to contents in any basement used other than for storage purposes only</p> <p>£500 excess or 10% of the claim (whichever is greater) for theft or attempted theft when you fail to keep to the minimum standard of physical security unless we tell you otherwise</p> <p>Mechanical or electrical breakdown</p> <p>Storm, flood or escape of water damage to contents in any basement used for storage purposes only unless stored at least 15 centimetres above floor level</p> <p>Theft, malicious damage, escape of water or fuel oil, storm and accidental damage while the buildings are unoccupied, without tenants, empty or disused</p> <p>Wear and tear or damage which happens gradually</p>



## Contents extensions

Specified extension limits form part of, and are not in addition to, the section limits unless we tell you otherwise.

Cover and limits	Significant exclusions
Accidental breakage of glass, sanitary fittings, lamps, signs and glass in furniture, showcases, shelves, tops and mirrors (£25,000 - this is not part of the section limit)	While the buildings are unoccupied, without tenants, empty or disused
Theft damage to buildings, as long as you are legally responsible for the damage (£25,000)	While the buildings are unoccupied, without tenants, empty or disused
Theft or loss of keys and gaining access (£5,000 for any one period of insurance)	£25 excess
Temporary removal of contents (£2,500 item limit and £5,000 in total)	Theft of portable computers from unattended vehicles
Property of: <ul style="list-style-type: none"> <li>employees, authorised volunteers and members</li> <li>visitors in your buildings</li> </ul> (£100 for personal money, £500 for any item, £1,000 in total for any one person)	£25 excess Bicycles Money (other than personal money), credit or debit cards Theft of portable computers from unattended vehicles
Costs of removing debris (10% of contents sum insured)	
Property at exhibitions, events or where you are providing catering, in any building away from your premises and while being transported  Cover also includes donated goods at exhibitions or events and at the home of an employee  (£2,500 for any item and £5,000 in total)	Money, credit or debit cards Theft of portable computers from unattended vehicles
Additional contents bought by or given to you (10% of contents sum insured – this is not part of the section limits until the sum insured is adjusted)	Any gain in the value of contents bought by or given to you Property you have not told us about within 90 days from the date you became responsible for it
Cost of refilling fire extinguishers, resetting alarms and replacing sprinkler heads after they are set off or used due to an event for which your contents are insured under this section (£5,000)	
Hired or loaned property in your custody and control for periods up to 30 days (£2,500 item limit and £10,000 in total)	Theft from unattended vehicles
If the risk of loss or damage is increased without your knowledge, it will not affect the cover as long as you tell us as soon as you become aware of the increased risk	
Property bequeathed to you, other than buildings (£2,500 for any item and £25,000 in total – this is not part of the section limits until specific insurance is arranged)	£250 excess Money, securities or documents Property insured elsewhere Vehicles, trailers, watercraft or aircraft Property not specifically insured by you after 90 days of the legal ownership passing to you
Seasonal stock increase for November, December and 30 days before Easter (25% increase in stock sum insured – this is on top of the section limits)	

## Contents extensions

Specified extension limits form part of, and are not in addition to, the section limits unless we tell you otherwise.

Cover and limits	Significant exclusions
Specified property in the open (£2,500 item limit and £5,000 in total)	Theft of movable contents other than garden furniture or garden ornaments
Finding the source of a water, fuel oil or gas leak and repairing any damage caused by gaining access (£25,000)	
Cost of decontaminating the ground at your premises following accidental discharge of oil (£5,000)	
Loss of your: <ul style="list-style-type: none"> <li>metered water or metered gas following damage to contents or buildings by an insured event</li> <li>liquid petroleum gas following accidental discharge from a storage container</li> </ul> at your premises (£5,000)	While the buildings are unoccupied, without tenants, empty or disused
Damage to defibrillators, including their containers: <ul style="list-style-type: none"> <li>outside of the buildings where permanently fixed</li> <li>away from the premises within the United Kingdom, the Channel Islands and the Isle of Man and used to save human life</li> </ul> (£5,000) The section excess does not apply to this extension	Property from unattended motor vehicles unless hidden and the vehicle locked  Damage by malicious people or by theft or attempted theft from unattended buildings unless the windows are secured and external doors are locked

## All risks

Cover and limits	Significant exclusions
Any loss or damage, within geographical limits you choose, to your specified or unspecified property	£75 excess
We will restrict any cover provided for marquees, tents, inflatables and sports equipment to loss or damage by fire, explosion, lightning, earthquake, smoke, aircraft, theft or attempted theft, being hit by any aircraft, vehicle, train or animal, riot, civil commotion, storm, flood or falling trees, telegraph poles or lamp posts	£250 theft excess for property in trailers
Section limits The selected:	Property from unattended motor vehicles unless hidden and the vehicle locked
<ul style="list-style-type: none"> <li>item limit for unspecified property</li> <li>sum insured for specified or unspecified property</li> </ul>	Unexplained disappearance
	Wear and tear, vermin, mechanical or electrical breakdown, faulty workmanship, cleaning and restoring

## Money

Cover and limits	Significant exclusions
Physical loss of: <ul style="list-style-type: none"> <li>crossed cheques and other non-negotiables (up to £250,000)</li> <li>other money:               <ul style="list-style-type: none"> <li>on the premises in a locked safe or strongroom (£2,500)</li> <li>on the premises during working hours, when being carried by you or in a bank night safe (£2,500)</li> <li>at the home of an authorised employee or volunteer (£2,500)</li> <li>in your collecting tins or buckets (£250 for any one claim and £500 in any one period of insurance)</li> <li>in any other circumstances (£500)</li> </ul> </li> </ul> Damage to clothing and personal belongings caused by theft or attempted theft of money (£100 for personal money, £500 in total for any one person)	£75 excess Clerical errors, unexplained shortage or a business transaction Loss from unattended motor vehicles or money-operated machines Money in the custody of professional carriers

## Money extensions

Specified extension limits apply in addition to the section limit.

Cover and limits	Significant exclusions
Misappropriation of money by an employee or authorised volunteer (£2,500 any one person, £5,000 for any one period of insurance)	Losses not discovered within 30 days of the event
Injury to you, employees and authorised voluntary workers due to theft or attempted theft of money or contents causing: <ul style="list-style-type: none"> <li>death (£10,000)</li> <li>permanent total disability, including loss of hands, feet, eyes, hearing or speech (£10,000)</li> <li>temporary total disability up to 104 weeks (£100 a week if aged 16 to 75, nothing if aged 76 to 85)</li> </ul>	Illness or disease People aged under 16 or over 85
We will double specific money limits two days before and seven days after any fund-raising event	
Fraudulent use of credit or debit cards (£1,000 per card account for any one period of insurance)	Losses if you fail to keep to the card issuer's terms or fail to report the loss to the police and card issuer within 24 hours of discovering the fraud

## Business interruption

Cover and limits	Significant exclusions
<p>Interruption of your activities for up to a 12-month period following damage at your premises for which we will pay a claim for buildings, contents or broken glass</p> <p>Options available for:</p> <ul style="list-style-type: none"> <li>• loss of income – including extra expenses that prevent loss of income</li> <li>• extra expenses – for example, the costs of removal to and from, and fitting out of, temporary premises (a fixed percentage of the selected sum insured for the first three months and a monthly limit after this)</li> <li>• gross profit – including extra expenses that prevent loss of gross profit</li> <li>• rental income – including extra expenses that prevent loss of rental income</li> </ul> <p>Section limits The selected sums insured, including a limit of £10,000 extra expenses for reproducing documents or electronic data</p>	<p>Loss after the charity or organisation is wound up or permanently discontinued</p>

## Business interruption extensions

Specified extension limits form part of, and are not in addition to, the section limits unless we tell you otherwise.

Cover and limits	Significant exclusions
<p>We will provide cover after:</p> <ul style="list-style-type: none"> <li>• an outbreak of a specified disease (see list below)</li> <li>• discovery of an organism resulting in a specified disease (see list below)</li> <li>• poisoning caused by food or drink your organisation has provided</li> <li>• an accident causing faults in drains or other sanitary arrangements at your premises resulting in an authority restricting how you use the premises</li> </ul> <p>We will also provide cover after:</p> <ul style="list-style-type: none"> <li>• discovering pests or vermin at your premises</li> <li>• murder, rape or suicide happening at your premises</li> </ul> <p>We will cover you for up to three months after the event (25% of the selected sum insured or £250,000 in total, whichever is less)</p>	<p>Any event not at your premises</p> <p>Cleaning, repair, replacement, recall or checking property</p>
<p><b>Specified diseases:</b></p> <p>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 and yellow fever</p>	
<p>Bomb scare or emergency action resulting in the authorities closing your premises (£2,500)</p>	<p>Closure of less than four hours</p> <p>Premises in Northern Ireland</p>
<p>Being denied access to your premises, following damage to property in the area (the section limit applies)</p>	
<p>Suppliers and customers – interruption to your activities following damage to the premises of your suppliers or customers (£10,000)</p>	
<p>Failure of the electricity, gas or water supply at the connecting point where the supplier’s feed joins your premises, or failure of telecommunications following damage to telecommunications property (£10,000)</p>	<p>Deliberate act of the supplier</p>
<p>Utilities – damage at an electrical, gas, water or telecommunications supplier’s premises (the section limit applies)</p>	
<p>Exhibitions and work away – damage at other premises used by you (£10,000)</p>	
<p>Death of patron before the age of 70 (£10,000 in any one period of insurance)</p>	

## Book debts

Cover and limits	Significant exclusions
Inability to collect money owed to you due to damage to your records	Bad debts
Section limit The selected sum insured	Deliberately erasing or distorting electronic data

## Employers' liability

The insurance for employers' liability is provided on a 'costs inclusive' basis.

This means that, unless we say otherwise, costs and expenses are included within the indemnity limit specified in the schedule.

Cover and limits	Significant exclusions
Legal liability for injury to employees and authorised volunteers caused during the period of insurance in the course of your activities	Offshore activities
Section limit £10,000,000 for any one claim, including costs and expenses, but reduced to £5,000,000 if acts of terrorism are involved	Where compulsory motor insurance is needed

## Employers' liability extensions

All extension limits include costs and expenses and form part of, and are not in addition to, the section limit.

Cover and limits	Significant exclusions
Indemnity to principals and others (the section limit applies)	
Unsatisfied court judgements (the section limit applies)	
Expenses for attending court (£250 a day per person)	
Corporate manslaughter defence costs for criminal proceedings under section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 (£500,000 for any one period of insurance, or £1,000,000 in total under the policy if the public and products liability section also applies, or £1,000,000 in total for all policies where we have provided this cover for you if relating to the same prosecution)	Costs covered under the legal expenses section or elsewhere Costs of any remedial or publicity orders Deliberate act or failure to act
Health and Safety at Work Act defence costs for criminal proceedings (£500,000 in total for all claims relating to the same prosecution under this extension and the public and products liability section)	Costs covered elsewhere Deliberate act or failure to act Fines or penalties

## Public and products liability

The insurance for public liability is provided on a 'costs in addition' basis.

This means that, unless we say otherwise, we will pay costs and expenses as well as the indemnity limit specified in the schedule.

Cover and limits	Significant exclusions
<p>Legal liability for injury to the public, or damage to their property which happens during the period of insurance and in the course of your activities, including:</p> <ul style="list-style-type: none"> <li>specified activities not organised, run or supervised by you as long as you meet certain requirements – see 'Professional suppliers activities' on the next page</li> <li>temporary visits abroad to attend conferences, meetings or seminars, or to carry out clerical and managerial work</li> </ul> <p>Section limit £5,000,000 for any one claim:</p> <ul style="list-style-type: none"> <li>for damages (costs and expenses will be paid in addition to this limit unless we say otherwise)</li> <li>includes costs and expenses for acts of terrorism or claims in the United States of America or Canada</li> <li>applies to any one period of insurance for selling and supplying goods or for pollution and contamination</li> <li>applies to all extensions, unless we say otherwise (extension limits are not in addition to the section limit)</li> <li>includes the property owners' liability section limit (if applies) and is not in addition to this section limit</li> </ul> <p>Note: We will not increase the section limit any higher than £5,000,000 for acts of terrorism or for firework and bonfire events</p>	<ul style="list-style-type: none"> <li>£100 excess for third-party property damage</li> <li>Bodily injury to employees and authorised volunteers arising out of your activities</li> <li>Contractual liability for selling and supplying goods or any contract work you carry out</li> <li>Medical, surgical, dental, pharmaceutical or therapeutic products</li> <li>Mobility equipment hired or loaned out by you (other than products liability)</li> <li>Offshore activities</li> <li>Products sold or supplied to the United States of America or Canada</li> <li>Professional advice, error or services</li> <li>Property being worked on</li> <li>Terrorism at sports stadiums, exhibitions, theatres, music venues or any events organised by you where more than 2,500 people may attend at any one time</li> <li>Treatment other than first aid</li> <li>Using mechanically propelled vehicles for which you need compulsory insurance</li> <li>Using watercraft (other than non-mechanically propelled craft under nine metres long) and craft designed to travel through air or space</li> <li>Specified activities shown below</li> </ul>

### a) We will not cover the following activities:

- i. Abseiling, aerial activities of any kind, American football or Australian rules football, climbing where you need to use your hands as well as feet (other than children's playground equipment), fire walking, firework displays or bonfire events organised or run by professional suppliers, glacier walking or trekking, Gaelic football, gorge walking and similar, gymnastics, horse, pony or donkey riding of any kind, martial arts or fighting sports of any kind, Olympic style weightlifting, parkour or freerunning, powerlifting, professional sport of any kind, racing or time trials (other than on foot), rugby, tree climbing, and underground activities of any kind including caving and potholing
- ii. Football if:
  - your football team is taking part in a league system (including official training and practice sessions)
  - you manage, control or organise a football league system
- iii. Water activities (other than swimming, snorkelling, surfing, windsurfing or using non-mechanically propelled watercraft under nine metres long while operated on inland waterways only or within three miles of the coast as long as they are not used in any white-water activity)

### b) We will not cover any activity that involves using the following:

Airborne lanterns, bicycles other than for normal road use, cables or wires, elastic ropes, fireworks or explosive items (other than for firework and bonfire events where no more than 500 people will attend at any one time), land, kite or fly boards of any kind, land, sand or ice yachts of any kind, motorised fairground rides, roller blades, sandboards, segway vehicles, skates, skateboards or hoverboards, skis, sleds, snowboards, snow tubes of any kind, toboggans, water-based play inflatables, and weaponry

## Public and products liability

Cover and limits	Significant exclusions
<p><b>c) We will not cover any activity that involves you or any person entitled to cover under this section owning, possessing or using any:</b></p> <ul style="list-style-type: none"> <li>motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped</li> <li>trailer used for carrying people (whether paying a fare or not)</li> </ul> <p>for which you do not need compulsory motor insurance or security</p>	
<p><b>Professional suppliers' activities</b></p> <p>We will give you automatic cover for the following activities organised, run and supervised by independent contractors as long as you have checked that they have public liability insurance for these activities.</p> <p>Abseiling, aerial runways, air-rifle shooting, archery, assault courses, BMX riding, clay-pigeon shooting, climbing wall, climbing with ropes, dry-slope skiing or boarding, go-karting, gymnastics, horse, pony or donkey riding, ice skating, inflatable play equipment, javelin throwing, land, kite or fly surfing or boarding, land, sand or ice yachting, motorised fairground rides, Olympic style weightlifting, paint-balling, powerlifting, roller blading, roller skating, rope courses, skateboarding, zip wires, and zorbing</p>	

## Public and products liability extensions

All extension limits form part of, and are not in addition to, the section limit unless we say otherwise.

Cover and limits	Significant exclusions
Indemnity to principals, members and other people	
Cross liabilities (the section limit applies in total for all parties named in the policy schedule)	
Hired or rented premises	<p>£250 property damage excess</p> <p>Contractual liability</p>
Contingent motor liability	
Wrongful arrest (£25,000 for any one period of insurance including costs and expenses)	Claims by any employee or authorised volunteer
<p>Legal liability as a result of breaking or alleged breaking of current data-protection legislation during the period of insurance</p> <p>We will also cover past events which you become aware of in the current period of insurance that would have been covered under a previous 'claims made' policy</p> <p>The section limit, including costs and expenses, applies for any one claim following civil action against you</p> <p>The limit is £100,000 for any one period of insurance for defence and prosecution costs awarded against you following criminal proceedings</p>	<p>Claims, or notices that may result in a claim, for past events we are not told about within 28 days after you have received such claim or notice</p> <p>Costs for replacing, reinstating or deleting data</p>
Your, and if you decide your employees', personal legal liability while temporarily outside the United Kingdom, the Channel Islands and the Isle of Man in connection with your activities (£2,000,000 for any one claim)	<p>Contractual liability</p> <p>Ownership, possession or use of powered vehicles</p> <p>Pets, livestock or other animals</p>



## Public and products liability extensions

All extension limits form part of, and are not in addition to, the section limit unless we say otherwise.

Cover and limits	Significant exclusions
<p>Libel and slander, defamation and slander of title to goods (in other words, who legally owns the goods)</p> <p>(£100,000 for any one period of insurance, including costs and expenses, with an inner limit of 20% (£20,000) for claims arising from statements in electronic format)</p>	<p>£250 excess</p> <p>Action in courts outside of the United Kingdom, the Channel Islands and the Isle of Man</p> <p>Claims against one of your trustees or directors by another person who is also one of your trustees or directors</p> <p>Malicious or injurious falsehood</p>
<p>Selling or supplying second-hand goods</p>	<p>Contractual liability</p> <p>Gas appliances and any other appliances containing or using flammable liquids</p> <p>Upholstered furniture or bedding not meeting legal safety requirements</p>
<p>Court attendance expenses (£250 a day per person)</p>	
<p>Corporate manslaughter defence costs for criminal proceedings under section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 (£500,000 for any one period of insurance, or £1,000,000 in total under the policy if the employers' liability section also applies, or £1,000,000 in total for all policies where we have provided this cover for you if relating to the same prosecution)</p>	<p>Costs covered under the legal expenses section or elsewhere</p> <p>Costs of any remedial or publicity orders</p> <p>Deliberate act or failure to act</p>
<p>Health and Safety at Work Act defence costs for criminal proceedings (£500,000 in total for all claims relating to the same prosecution under this extension and the employers' liability section)</p>	<p>Costs covered elsewhere</p> <p>Deliberate act or failure to act</p> <p>Fines or penalties</p>
<p>Consumer Protection Act and Food Safety Act defence costs for criminal proceedings (£500,000 for any one claim under each Act)</p>	<p>Costs covered elsewhere</p> <p>Deliberate act or failure to act</p> <p>Fines or penalties</p> <p>Liability for bodily injury or damage to property</p> <p>Under Food Safety Act any:</p> <ul style="list-style-type: none"> <li>- order made under Section 9</li> <li>- regulation under Section 45</li> </ul>
<p>Hirers liability – legal liability for injury to the public or damage to their property by persons or organisations hiring your premises under a contractual agreement during the period of insurance and occurring at the premises in the course of the hirers' activities</p> <p>(£5,000,000 for any one claim including costs and expenses)</p>	<p>£250 excess for third-party property damage</p> <p>Abuse (physical, sexual, medical or psychological) and insulting behaviour</p> <p>Bodily injury to a hirer's employee or volunteer</p> <p>Contractual liability</p> <p>Commercial organisations for their business activities</p> <p>Defamation, libel and slander</p> <p>Fines or penalties</p> <p>Firework displays or bonfire events</p> <p>Goods sold or supplied other than food or drink at the premises</p> <p>Professional advice, error or services</p> <p>Property being worked upon</p> <p>Specified excluded activities or activities involving the use of specified excluded items</p> <p>Terrorism</p> <p>Treatment other than first aid</p> <p>Use of mechanically propelled vehicles</p> <p>Use of the premises by political, lobbying or activist groups</p>

## Professional indemnity

Cover and limits	Significant exclusions
<p>Cover for claims made in any one period of insurance for which you or your employees are legally liable for costs and damages arising from any actual or alleged failure in carrying out specified professional services or failing to carry out your professional duty</p> <p>Section limit £100,000 for any one period of insurance including costs and expenses</p>	<p>£250 excess</p> <p>Abuse (physical, sexual, medical, or psychological) and insulting behaviour</p> <p>Bodily injury except as a result of negligent advice, design, formula or specification</p> <p>Contractual liability</p> <p>Goods sold, supplied or worked on by you</p> <p>Claims against one of your trustees or directors by another person who is also one of your trustees or directors</p> <p>Medical malpractice</p> <p>Overseas claims</p> <p>Regulatory or disciplinary investigations or proceedings</p> <p>Terrorist acts</p> <p>Trading losses or liabilities</p>

## Property owners' liability

Cover and limits	Significant exclusions
<p>Legal liability for injury to the public or damage to their property arising:</p> <ul style="list-style-type: none"> <li>from you owning the buildings or land and which happens during the period of insurance</li> <li>under section 3 of the Defective Premises Act 1972, or section 5 of the Defective Premises Act (Northern Ireland) Order 1975, for seven years after this section is cancelled</li> </ul> <p>Section limit £5,000,000 for any one claim:</p> <ul style="list-style-type: none"> <li>for damages (costs and expenses will be paid in addition to this limit unless we say otherwise)</li> <li>including costs and expenses for acts of terrorism or claims in the United States of America or Canada</li> <li>applies to any one period of insurance for pollution and contamination</li> <li>forms part of, and is not in addition to, the section limit for the public and products liability section (if applies)</li> </ul> <p>Note: We will not increase the section limit any higher than £5,000,000 for acts of terrorism</p>	<p>£100 excess for third-party property damage</p> <p>Terrorism in connection with any stadiums, exhibitions, theatres, music venues or any events where there may be more than 2,500 people attending</p>

## Loss of licence

Cover and limits	Significant exclusions
<p>Extra expenses you have to pay for up to 12 months to minimise any interruption of your licenced activities if you lose your premises' licence</p> <p>Section limit £25,000 but not more than one sixth (16.67%) of this limit for any one month</p>	<p>Loss of licence that could have been prevented by you</p>

## Personal accident

Cover and limits	Significant exclusions
<p>Following injury to you, employees and authorised volunteers arising from accidents while working in connection with your activities, we will pay for:</p> <ul style="list-style-type: none"> <li>• death (£10,000 if aged 16 to 75, £5,000 if aged 76 to 85)</li> <li>• permanent total disability, including loss of hands, feet, eyes, hearing or speech (£10,000 if aged 16 to 75, £5,000 if aged 76 to 85)</li> <li>• temporary total disability up to 104 weeks (£100 a week if aged 16 to 65, £50 a week if aged 66 to 75, £25 a week if aged 76 to 80, nothing if aged 81 to 85)</li> <li>• medical and dental expenses (£2,500 for any one person)</li> <li>• in-patient hospital treatment (£20 for every 24 hours in hospital, up to £200 for any one person)</li> </ul>	<p>Chemical, biological or nuclear terrorist act</p> <p>Illness or disease</p> <p>People aged under 16 or over 85</p> <p>Serving in the armed forces</p> <p>Specified sport and hazardous activities: 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, motorcycling, 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</p> <p>Using powered woodworking machinery (other than hand tools), scaffolding (other than tower scaffolding) or chainsaws</p>

## Computer breakdown

Cover and limits	Significant exclusions
<p>Repairing computer equipment following sudden and unexpected breakdown and the resulting expenses to replace or reinstate electronic data</p> <p>Section limits £5,000 for breakdown of computer equipment, and £5,000 for electronic data, for any one period of insurance</p>	<p>£250 excess</p> <p>Computer equipment over 10 years old</p> <p>Consequential loss</p> <p>Wear and tear</p>

## Computer breakdown extensions

Specified extension limits form part of, and are not in addition to, the section limits unless we tell you otherwise.

Cover and limits	Significant exclusions
<p>Additional expenses following a computer breakdown claim:</p> <ul style="list-style-type: none"> <li>• for hire or lease charges under a new agreement</li> <li>• for modifying or altering computer equipment</li> <li>• paid to reduce, as far as possible, interruption or interference to your activities following a loss of electricity or telecommunications</li> <li>• for investigating repairs or removing computer equipment</li> </ul> <p>(£2,500 for any one period of insurance which is in addition to section limits)</p>	
<p>Additional expenses for reinstating computer equipment and data following a virus, hacking or denial-of-service attack (£500 for any claim, £1,000 for any one period of insurance)</p>	<p>£250 excess</p> <p>Computer equipment over 10 years old</p> <p>Consequential loss</p>

## Refrigerated contents

Cover and limits	Significant exclusions
<p>Loss or damage to the contents of refrigerators due to a rise or fall in temperature or escape of refrigerant</p> <p>Section limits</p> <ul style="list-style-type: none"> <li>• Selected limit for any one refrigeration unit</li> <li>• Total sum insured for this section</li> </ul>	<p>£50 excess</p> <p>Deliberate act</p>

## Goods in transit

Cover and limits	Significant exclusions
<p>Loss of or damage to your goods being transported by your vehicles or sent by parcel service, rail or road haulier, including:</p> <ul style="list-style-type: none"> <li>• transportation within the Republic of Ireland</li> <li>• loading or unloading, temporary storage while being transported and direct sea ferry journeys</li> <li>• damage to the driver's personal belongings</li> <li>• costs of removing debris</li> </ul> <p>Section limits</p> <ul style="list-style-type: none"> <li>• Selected vehicle limit for your own vehicles</li> <li>• Selected package and consignment limits for other carriers</li> <li>• £500 for any one person's personal belongings</li> </ul>	<p>£75 excess</p> <p>Computers and ancillary equipment</p> <p>Theft from unattended vehicles unless locked and secured at all points of access</p> <p>Unexplained shortages</p> <p>Valuables and money</p>

## Trustees' and directors' indemnity

Cover and limits	Significant exclusions
<p>Claims made in any one period of insurance related to:</p> <ul style="list-style-type: none"> <li>costs and damages for which your trustees, directors or officers are legally responsible due to any 'wrongful act' committed by a trustee, director or officer in that capacity, such as failure to carry out a duty or breaking a trust</li> <li>your legal obligation under your governing documents to cover your trustees, directors or officers</li> <li>your legal liability for a 'wrongful act' of your trustees, directors or officers, as long as you are not an unincorporated association</li> <li>legal liability of a trustee, director or officer of yours arising from documents being destroyed, damaged, lost or mislaid</li> </ul> <p>Section limits £100,000 for any one period of insurance, including costs and expenses, with an inner limit of £50,000 for loss or damage to documents</p>	<p>£250 excess</p> <p>Bodily injury or damage to property</p> <p>Claims against one of your trustees, directors or officers by another person who is also one of your trustees, directors or officers</p> <p>Contractual liability</p> <p>Criminal or fraudulent acts</p> <p>Employment disputes</p> <p>Failure to carry out your professional duty</p> <p>Failure to maintain insurance</p> <p>Legal action outside the European Union</p> <p>Medical malpractice</p> <p>Personal guarantees</p> <p>Reckless or deliberate acts</p> <p>Terrorist acts</p>

## Trustees' and directors' indemnity extensions

All extension limits include costs and expenses and form part of, and are not in addition to, the section limit.

Cover and limits	Significant exclusions
Costs of representing you at an investigation after proceedings instigated by the Charity Commission or other regulatory body (£100,000 for any one period of insurance)	Costs covered elsewhere
The legal liability of a trustee's husband, wife or civil partner if liability of the trustee is transferred to them by law (the section limit applies)	
Legal representatives' legal liability for a trustee, director or officer (the section limit applies)	
Cover for retired and former trustees, directors or officers for up to six years after the cover is cancelled (the section limit applies)	Liability of the charitable body
Legal costs to defend against criminal proceedings arising from a 'wrongful act' resulting in pollution, contamination or seepage (£100,000 for any one period of insurance)	Resultant damage and clearance costs arising from pollution, contamination or seepage
If this section is cancelled, or we do not invite you to renew cover, as long as you have not replaced the cover with another insurer, we will allow a further period of 60 days to report any claims (the section limit applies)	
Emergency costs and expenses if you are not able to contact us for permission to pay these costs (10% of the section limit)	

## Fidelity guarantee

Cover and limits	Significant exclusions
<p>Claims made in any one period of insurance for loss of money or property due to the dishonest or fraudulent behaviour of a trustee, director, employee or authorised volunteer</p> <p>Section limit</p> <p>£5,000 for any one period of insurance, including auditors' fees for working out the amount of any loss</p>	<p>£250 excess</p> <p>Consequential loss</p> <p>Fraud committed by a trustee, director, employee or authorised volunteer while being forced or threatened by another person</p> <p>Loss which happens before you take out the policy</p> <p>Loss where another part of your organisation benefits from the loss</p> <p>Theft of intangible property such as information on goods, trade secrets, intellectual property, copyright, patent, trademark or design</p>

## PR crisis communication

Cover and limits	Significant exclusions
<p>Expenses for marketing and public-relations specialists chosen by us, or approved by our chosen service provider, to protect or restore your reputation or public and market confidence in your activities following bad publicity anywhere in the world</p> <p>Section limits</p> <ul style="list-style-type: none"> <li>The selected sum insured for all claims in any one period of insurance, including:</li> <li>£2,000 for any claim due to a virus, hacking or denial-of-service attack to computer systems</li> </ul>	<p>10% of any claim (25% if you do not keep to our claims conditions below) or £250 whichever is higher</p> <p>Publicity:</p> <ul style="list-style-type: none"> <li>on your own interactive forums or websites</li> <li>originating from or approved by you</li> <li>relating to products</li> </ul>
<p>Our claims conditions involve:</p> <ul style="list-style-type: none"> <li>telling us within 48 hours about bad publicity</li> <li>putting into effect action recommended by marketing and public-relations specialists we choose</li> </ul>	
<p><b>Notes</b></p> <p>1. Bad publicity could severely affect public support for, and the finances of, any organisation. There are many ways this could arise, for example accusations of behaviour that is morally or legally wrong, or physical or psychological abuse. Our cover provides you with the appropriate professional support that will help you manage and reduce as far as possible the effect of these situations if they arise.</p> <p>2. If bad publicity does affect your organisation, it is best practice to quickly appoint a suitable person to act as a 'crisis co-ordinator'. This person will be responsible for receiving all enquiries relating to the bad publicity and be the main point of contact for our chosen supplier of the helpline service. This action should help reduce the risk of delay in getting advice to you.</p>	

## Motor policy compensation

Cover and limits	Significant exclusions
<p>Refund of the motor policy excess and compensation for losing the no claims discount when an employee, or volunteer, authorised by you is using their car for you on a voluntary basis</p> <p>Section limits</p> <ul style="list-style-type: none"> <li>The selected limit for any one claim for any one authorised driver</li> <li>£1,000 for any one period of insurance for any one authorised driver or motor policyholder</li> </ul>	<p>Fire or windscreen claims</p>

## Legal expenses

DAS Legal Expenses Insurance Company Limited (DAS) manage the claims and deal with the administration on our behalf.

Cover and limits	Significant exclusions
<p>Legal costs or expenses, including compensation awards where stated, we have agreed to for the insured incidents as shown</p> <p>Section limit</p> <p>£250,000 for all claims resulting from one or more events arising at the same time or from the same cause. This applies to all insured incidents, including any compensation awards. (Employment compensation awards accepted as part of a claim are limited to £1,000,000 in total for all such awards in any one period of insurance.)</p>	<p>Applies to all insured incidents:</p> <p>Any compensation (other than employment compensation awards or legal defence under current data-protection legislation following civil action by an individual)</p> <p>Copyrights, trademarks, intellectual property or confidentiality agreements</p> <p>Fines, penalties or damages</p> <p>Franchise or agency agreements</p> <p>Legal action without our agreement</p> <p>Loss, alteration, corruption or distortion of, or damage to, personal data and cyber-related claims such as hacking or viruses</p> <p>Where you are bankrupt or you become bankrupt at the start of or during a claim</p>
Legal expenses - insured incidents	
<p>Employment practices legal protection – to defend your legal rights:</p> <ul style="list-style-type: none"> <li>• before legal proceedings following the dismissal of an employee or where an employee has asked Advisory, Conciliation and Arbitration Service (ACAS) to start the Early Conciliation procedure</li> <li>• in any unfair dismissal dispute under the ACAS Arbitration Scheme</li> <li>• in legal proceedings for any dispute relating to a contract of employment with you, or an alleged breach of the statutory rights of an employee under employment legislation</li> </ul>	<p>Employee internal disciplinary or grievance procedures</p> <p>Personal injury or damage to property</p> <p>Transfer of business falling within Transfer of Undertakings (Protection of Employment) regulations</p>
<p>Employment compensation awards – if a claim is accepted under employment disputes above, we will pay:</p> <ul style="list-style-type: none"> <li>• any basic and compensation award</li> <li>• an order for compensation or damages if you have broken your statutory duties under employment legislation</li> </ul>	<p>Failure to provide records under minimum-wage laws</p> <p>Health-and-safety-related dismissals under section 44 of the Employment Rights Act 1996</p> <p>Paternity, parental or adoption rights</p> <p>Pregnancy or maternity rights</p> <p>Settlements following the ACAS Early Conciliation procedure</p> <p>Trade-union activities, membership or non-membership</p>
<p>Employee civil legal defence – to defend an employee’s legal rights if civil action, arising from their work, is taken against them for unlawful discrimination or as trustee of a pension fund for your employees</p>	
<p>Service occupancy – to pursue a dispute with an employee to recover possession of your premises</p>	

## Legal expenses

Cover and limits	Significant exclusions
<p>Legal defence – to defend your or your employees’ legal rights:</p> <ul style="list-style-type: none"> <li>• before legal proceedings are issued when dealing with the police or Health and Safety Executive where a criminal offence may have been committed in connection with your activities</li> <li>• in criminal prosecution arising in connection with your activities</li> <li>• in a civil action for compensation under current data-protection legislation, including paying any compensation awarded to an individual</li> <li>• throughout a formal investigation carried out by the Equality and Human Rights Commission or Equality Commission for Northern Ireland or throughout a formal investigation or disciplinary hearing by any other relevant authority</li> <li>• in appealing against the terms of any statutory notice which affects your activities</li> </ul> <p>Legal defence – to defend your legal rights following civil action for wrongful arrest for theft during the period of insurance</p> <p>We will also pay costs relating to jury service and court-attendance expenses which are not more than the net salary or wages for the time away from work less any amount which you, the court or tribunal, have refunded</p> <p>Cover (except for statutory notice appeals) also applies outside the United Kingdom to the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey</p>	<p>Breaking road-traffic laws or regulations</p> <p>Compensation awarded to a data controller or data processor</p> <p>Criminal investigations by, with or on behalf of, HM Revenue &amp; Customs</p> <p>Fines imposed by the Information Commissioner or any other regulatory or criminal body</p> <p>Relating to any statutory notice issued by a regulatory or governing body</p>
<p>Statutory licence protection – in appealing to the relevant authority following a decision to suspend, refuse to renew or alter the terms of the licence or cancel your licence or mandatory registration</p>	<p>Owning, driving or using motor vehicles</p>
<p>Contract disputes – relating to a contractual dispute for buying, hiring, selling or providing goods or services</p>	<p>£500 excess if the amount in dispute is more than £5,000</p> <p>Amount in dispute under £250 including VAT</p> <p>Computer hardware, software systems or services</p> <p>Disputes for money owed after 90 days of a debt being due</p> <p>Employment contracts</p> <p>Loans, mortgages, pensions, guarantees or any other financial products</p> <p>Motor vehicles</p> <p>Sale, purchase, terms of a lease, licence or tenancy, of land or buildings</p>



## Legal expenses

Cover and limits	Significant exclusions
Debt recovery – relating to a dispute over the recovery of money from selling or providing goods or services	<ul style="list-style-type: none"> <li>Claims after 90 days of the debt being due</li> <li>Computer hardware, software systems or services</li> <li>Debts under £250 including VAT</li> <li>Debts bought from someone else</li> <li>Loans, mortgages, pensions, guarantees or any other financial products</li> <li>Motor vehicles</li> <li>Sale, purchase, terms of a lease, licence or tenancy, of land or buildings</li> </ul>
Property protection – for a civil dispute relating to your property, or property for which you are responsible, following any event which causes damage to that property, or a legal nuisance or a trespass	<ul style="list-style-type: none"> <li>Contract disputes</li> <li>Enforcing a legal property agreement</li> <li>Goods being transported or on loan or hire</li> <li>Motor vehicles</li> </ul>
<p>Personal injury – for your employees’ and their family members’ legal rights following a specific or sudden accident that causes death or bodily injury to them</p> <p>Cover also applies outside the United Kingdom to the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey</p>	<ul style="list-style-type: none"> <li>Clinical negligence</li> <li>Defending your legal rights or your employees’ and their family members’ legal rights</li> <li>Illness or injury that develops gradually</li> <li>Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused a physical bodily injury</li> </ul>
<p>Tax protection – negotiating for you in:</p> <ul style="list-style-type: none"> <li>• tax enquiries by HM Revenue &amp; Customs</li> <li>• Charity Commission enquiries into your business accounts</li> <li>• employer compliance disputes with HM Revenue &amp; Customs concerning Pay As You Earn, social security, construction industry or IR35 legislation and regulations</li> <li>• VAT disputes with HM Revenue &amp; Customs</li> </ul>	<ul style="list-style-type: none"> <li>Dishonest or alleged criminal offences</li> <li>Failure to register for VAT or Pay As You Earn</li> <li>Import or excise duties</li> <li>Tax-avoidance schemes</li> </ul>

### Notes

- You must let DAS know about any problems straight away or we may not provide cover if you have tried to deal with matters on your own.
- For civil cases (except for the insured incidents relating to employment practices legal protection, employee compensation awards, employee civil legal defence and legal defence) cover depends on a ‘reasonable prospects of success’ clause, meaning that it must be more likely than not mean that you would make a successful defence, recover damages or achieve a legal remedy that DAS have agreed to. For criminal cases, there is no requirement for there to be ‘reasonable prospects of success’, other than for appeals.
- Reasonable prospects would be considered as a 51%, or better, chance of success and would be assessed by a law firm, barristers’ chambers or tax expert DAS choose according to their standard terms of appointment.

# Answers to some questions about the policy

## How long does the policy provide cover for?

The policy normally runs for 12 months. About four weeks before it ends, we will send a renewal notice to Norris & Fisher telling them of our terms for the next 12 months and you should receive these shortly after.

## What if you want to cancel the policy?

### **a) If you are an individual person and you want any part of the insurance for purposes which are outside your trade, business or profession, the following cooling-off conditions apply.**

- If at the start of cover or when you renew the policy, you change your mind and no longer need the cover, you have 14 days (cooling-off period) from either the date you received the policy wording and the schedule or the date the cover began (whichever is later) to write to us, or Norris & Fisher, to say you want to cancel the policy. In these circumstances we will make a full refund of your premium.
- You may cancel the policy after the cooling-off period but the following conditions then apply.

### **b) For all other insured people, companies or organisations and for an individual person cancelling outside the cooling-off period, the following conditions apply.**

- We will refund the premium for the rest of the period of insurance, which we will adjust if you pay your premium by instalments. We will not give you a refund if it is less than £25.
- If you have made a claim in the current period of insurance, the full annual premium is due and we will not make a refund. If you pay the premium by instalments, you will have to pay any premium you owe for the rest of the period of insurance or we will take it from any claim payment due.

## Can Ansvar cancel the policy?

We also have the right to cancel the policy by giving 14 days' notice sent by special delivery to your last-known address. If we cancel the policy, we will refund the premium for the rest of the period of insurance.

## What is different about cover arranged on a 'claims made' basis?

Trustees' and directors' indemnity, fidelity guarantee, professional indemnity, libel and slander, misappropriation of money and cyber are all types of cover which insurers normally provide on a 'claims made' basis. This means we only provide cover for claims which are discovered and we are told about during a current period of insurance.

If you cancel the cover, you will no longer have protection for losses or actions before you cancelled. This can leave a possible gap in cover if you do not replace it with another insurance policy from the cancellation date. Ideally, before you cancel, you should get written agreement from anyone who will lose their protection of cover.

## What if you need to make a claim?

You can find detailed guidance on making a claim in the policy wording and on our website.

Our 24-hour claims number is 0345 606 0431.

Our address is Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR.

Or you can contact Norris & Fisher Insurance Brokers Ltd at:  
34a Hiltisbury Road, Chandlers Ford, Eastleigh, Hants SO53 5SS  
Phone: 023 8026 9009  
Fax: 023 8026 1525  
Email: [contact@norrisandfisher.com](mailto:contact@norrisandfisher.com)

## What governing law and language apply?

Our policies are governed by English law unless your legally registered address is in Scotland, in which case Scottish law will apply.

We will communicate with you in English at all times.



# Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or by phone at any time as follows:

## For all complaints other than legal expenses complaints

### Norris & Fisher Insurance Brokers Ltd

34a Hiltingbury Road, Chandlers Ford, Eastleigh, Hants, SO53 5SS

Phone: **023 8026 9009**

Fax: **023 8026 1525**

Email: **[contact@norrisandfisher.com](mailto:contact@norrisandfisher.com)**

### Ansvar Insurance

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

Phone: **0345 60 20 999** or **01323 737541**

Email: **[ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)**

## For legal expenses complaints

### DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Phone: **0344 893 9013**

Email: **[customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)**

## Our promise to you

We will aim to deal with your complaint within one business day.

## To deal with your complaint we will:

- investigate your complaint thoroughly and impartially;
- keep you informed of the progress of the investigation; and
- respond in writing to your complaint as soon as possible.

For more complicated issues, we may need a little longer to investigate and we may ask you for more information to help us reach a decision.

**If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will tell you about your right to take the complaint to:**

### Financial Ombudsman Service

Exchange Tower, Harbour Exchange, London, E14 9SR

Phone: **0800 023 4567**

Email: **[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

Website: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website set up by the European Commission.

Website: **<http://ec.europa.eu/consumers/odr/>**

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



# The Financial Services Compensation Scheme (FSCS)

The FSCS is an independent organisation set up by the Government. They give you your money back if an authorised financial-services provider cannot pay you because they do not have enough money.

The FSCS can only pay compensation for customers of financial-services firms authorised by the Prudential Regulation Authority or the Financial Conduct Authority.

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 their 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](http://www.fscs.org.uk)

Phone FSCS helpline on **0207 741 4100** or **0800 678 1100**

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

# Minimum standard of physical security

It is a condition of our cover for theft or attempted theft from your buildings that you make sure that you meet our minimum standard of security throughout each period of insurance. The standard is shown below.

- a) External single-leaf doors (including wicket gates) must be fitted with:
- a five-lever mortise deadlock with the appropriate metal box striking plate, or
  - a lock approved to BS3621 with the appropriate metal box striking plate, or
  - a five-lever or six-pinned hardened steel close-shackle padlock with a coach-bolted locking bar and staple if it is on the outside, or if the coach-bolted locking bar is inside, then an open-shackle padlock with a hardened steel shackle, or
  - a multi-point locking system with at least two locking points as well as a horizontal deadbolt or hook bolt for UPVC doors, or
  - a cylinder mortise deadlock for aluminium doors, or
  - manufacturer's locks as supplied for armoured plate doors, or
  - top and bottom key-operated mortise rack bolts with internal operation only as well as another lock which may or may not satisfy any of the above.
- b) External double doors (the same as above for single doors but to be rebated on each meeting edge) must be fitted with a lock to the standard in a) above and with internal flush bolts or mortised rack bolts fitted top and bottom on the first closing leaf.
- c) Any internal final entrance and exit or other doors leading to parts of the buildings that are used by other people other than from your organisation meet the standard in a) or b) above.

- d) All outward opening external doors must be fitted with hinge bolts top and bottom on each leaf.
- e) Sliding and patio doors must be fitted with a multi-point locking system with at least two locking points or key-operated locks fitted top and bottom as well as a hook bolt.
- f) Roller shutters must be fitted with integral locking bar and five-lever or six-pinned hardened steel close-shackle padlocks or by two built-in locks in each shutter.
- g) Folding or concertina doors must be fitted with a five-lever or six-pinned hardened steel close-shackle padlock with a coach-bolted locking bar and staple.
- h) Windows which can be opened (each window dimension measuring more than 23 centimetres) and that are easily accessible from the outside (less than two metres from the ground or above a roof, or next to a fire escape, stairway or walkway) must be fitted with key-operated security devices or permanently screwed shut.

## Important note

If you fail to keep to this condition and it caused, or increased the amount of, a loss by theft or attempted theft, we will increase the amount of the excess we apply to any claim you make to £500 or 10% of the amount of the claim (whichever is more), unless we tell you otherwise.

This condition does not apply to fire exit doors unless the fire authorities allow these security devices to be fitted.

# Use of bouncy castles, other land-based inflatables, gym equipment or trampolines

It is a condition of our cover for public liability that you take the following actions.

- a) If you use any bouncy castle or any other land-based inflatable. Make sure that:
- access and use is controlled by an authorised adult employee at all times, and
  - when used outside a building, it is securely anchored to the ground at each anchor point, and
  - each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury, and
  - soft matting is used to cover hard surfaces next to the front or any open sides where there is a risk of injury from falling from the inflatable.

## Important notes relating to bouncy castles

Those who use bouncy castles are at an increased risk of injury, particularly children and others who may not be aware of the dangers. Where you provide, or are responsible for, bouncy castles we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce this risk and our guidelines are:

- a) to follow the manufacturer's or supplier's safety recommendations
- b) requiring children to remove sharp articles like shoes, buckles or jewellery
- c) not allowing overcrowding, particularly by children (to help prevent knocking into each other)
- d) not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
- e) not allowing use by adults and children at the same time
- f) not allowing any access to the very youngest children, e.g. under 2 years old.

- b) If you use any trampoline.

Make sure that:

- access and use is controlled by an authorised adult employee at all times, and
- it is fitted with safety side netting to prevent falls from the trampoline, and
- it is not used by more than one person at a time.

- c) If you provide any gym equipment or gym facility.

Make sure that:

- it is not used by any unauthorised persons, and
- it is supervised by a qualified gym instructor at all times when in use, or it is only used by unsupervised persons who have undergone an induction or training course held by a qualified gym instructor and then been authorised by you or your employees
- any equipment for Olympic-style weightlifting or powerlifting is not used other than when such activity is organised, run and supervised by third party suppliers under a business contract with you, and you have checked that they have public liability insurance for such activities.



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