



Summary of Cover

Insurance Policy for Charities and Community Groups

The Insurance Policy for Charities and Community Groups is underwritten by Markel International Insurance Company Limited.

This summary of cover is not a policy document and contains only a general description of our standard terms and conditions which may be varied by risk. Your policy schedule will state which of the undernoted covers are operative and you should refer to your actual policy for the binding terms, conditions and exclusions of cover.

Certain covers (where denoted) are on a 'claims made' basis. This means that cover is provided for claims which are made and notified to us during the period of insurance and which arise from your activities carried out after the 'retroactive date'. Generally the 'retroactive date' is the date you first take out the cover with us or the date applicable to your previous policy with another insurer (provided there has been no break in cover). If a different date is to apply this will be stated in your quotation and endorsed on your policy.

General Liability

Cover

- **Public Liability** - Your legal liability for injury to any person (other than employees) and/or loss of damage to property; libel, slander and defamation; wrongful arrest etc; trespass or nuisance arising from your activities and occurring within the EU during the period of insurance
- **Products Liability** - Your legal liability for injury, loss or damage arising from the sale, supply etc of goods or products from within the UK and occurring anywhere in the world during the period of insurance
- The limit of indemnity under the public liability section applies to each claim; the total amount payable in the period of insurance is unlimited (i.e. cover is on an "any one claim" basis)
- Under the products liability the limit applies to each claim and in total for the period of insurance (i.e. cover is on an "aggregate" basis)
- Claims against you must be brought within the UK
- At your request cover extends to certain other persons including volunteers under your direct control
- Main extensions under this section include:
 - costs incurred with our agreement in using public relations specialist to deal with adverse press, publicity or media attention following abuse etc, death or injury or the disappearance, misplacing or abduction of any person in your care (maximum £25,000 which is in addition to the limit of indemnity)
 - legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £250,000 inclusive of limit)
 - Consumer Protection Act and Food Safety Act defence costs cover
 - Defective Premises Act cover
 - overseas personal liability cover
 - Data Protection Act cover

Main Exclusions

- An excess of £100 will apply to each claim for loss or damage to third party property under the public liability section
- Damage to property belonging to you or in your custody or control
- Claims resulting from your ownership/use of motor vehicles or vessels or craft
- Claims arising from Professional Services or any breach of a professional duty

Professional Services are defined as advocacy, assessments, consultancy work, counselling, design and implementation of care programmes, diagnosis, education, teaching and training, investigations, publishing, remedial treatment and research. (Refer to Professional Liability section)



- Pollution
- Asbestos
- Responsibility for the acts of other parties in any consortia or joint ventures
- Products recall, aircraft etc. products, exports to USA/Canada
- Certain contractual liabilities
- **Activity exclusions and restrictions:**
 - abseiling, rappelling
 - adventure activities or outward bound courses
 - assault courses
 - barfly jumping, "B.A.S.E." jumping, pole climbing, elastic rope sports or activities
 - BMX cycling, mountain biking
 - contact sports other than association football as an amateur
 - driving of a motor vehicle by anyone not licensed to drive such a vehicle on a public road (irrespective of whether or not the vehicle is being driven on a public road)
 - gymnastics, use of trampolines
 - hang gliding, flying (other than as a commercial fare paying passenger)
 - horse-riding, (including, but not limited to, pony trekking and equestrian sports) or other animal rides
 - jet-skiing, water-skiing, sub-aqua diving or power boating
 - martial arts (other than tai chi)
 - motor sports including motorcycles and quad bikes
 - mountaineering, cliff or rock climbing without the use of ropes
 - paintballing
 - raft racing, white water rafting
 - road rallies, air displays
 - shooting (other than clay-pigeon shooting)
 - use of fireworks, firework displays or bonfires
 - winter sports (other than curling or skating)
 - play inflatables (other than those having a current PIPA test certificate and which are owned and supplied by a third party, used in accordance with manufacturer's recommendation and supervised by a responsible adult when in use)
 - mechanical fairground amusements and/or rides (unless owned and operated by a current member of the Showman's Guild)

Main Conditions

- The following activities to be under the supervision of qualified and registered instructors, under the aegis of an authorised club and in accordance with recommended code of practice:
 - archery
 - ballooning
 - clay-pigeon shooting
 - dry slope skiing
 - gliding
 - mountaineering, cliff or rock climbing (including indoor climbing) with the use of ropes
 - parachuting



- pot-holing or any subterranean activities
- sailing or canoeing
- swimming or diving (other than at a sports or leisure centre whilst undertaken under the supervision of suitably qualified lifeguards)
- All fixed playground equipment which you own and/or operate to be maintained in good condition and inspected at least once a month by you. In addition all such equipment to be inspected annually by a member of Register of Play Inspectors International Ltd (RPII). All new equipment to have a post installation inspection by a RPII member
- Batteries for battery powered wheelchairs, scooters or mobility aides to be charged in accordance with manufacturer's recommendations and, in respect of vented batteries, in a dedicated, well-ventilated area free from combustible material and sources of ignition
- Any portable heating appliances
 - to be electrical or gas fired only and used, maintained, serviced and sited in accordance with manufacturer's recommendations
 - to be stable, sited and guarded so as to prevent contact with hot surfaces etc and all leads, cables and fuel pipes secured and protected and to be turned off when the area is not occupied

Employers Liability

Cover

- Your legal liability for up to £10,000,000 to employees (including volunteers under your direct control) injured whilst in your employment
- The limit of indemnity (including costs) applies to each claim; the total amount payable in the period of insurance is unlimited (i.e. cover is on an "any one claim" basis)
- Main extension under this section - legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £250,000 inclusive of limit)

Main Exclusions

- Injury occurring on offshore rigs or platforms

Professional Liability

Cover ('claims made')

- Your legal liability for any civil liability arising from advocacy, assessments, consultancy work, counselling, design and implementation of care programmes, diagnosis, education, teaching and training, investigations, publishing, remedial treatment, and research undertaken in connection with your activities (provided these have been declared to and accepted by us)

A civil liability is any liability you may incur other than a criminal one. It therefore includes, amongst others, professional negligence, unintentional breach of confidentiality and/or copyright, defamation etc

- The limit of indemnity applies to each claim. The total amount payable in the period of insurance is unlimited (i.e. cover is on an "any one claim" basis)
- Claims against you must be brought within the UK
- At your request cover extends to certain other persons including volunteers under your direct control
- In addition, cover extends to include costs incurred with our agreement in using public relations specialist to deal with adverse press, publicity or media attention following abuse etc, death or injury or the disappearance, misplacing or abduction of any person in your care (maximum £25,000 which is in addition to the limit of indemnity)



Main Exclusions

- An excess of £100 will apply to each claim
- Claims resulting from ownership, possession or use of land, buildings or vehicles or craft
- Certain dishonest and malicious acts
- Agreement to pay penalties or liquidated damages
- Responsibility for the acts of other parties in any consortia or joint ventures
- Circumstances known at inception
- Pollution
- Bodily injury/property damage unless resulting from the provision of professional services
- Products liability
- Claims made by anyone having a financial interest in your business
- Trading losses
- Disputes over funding with providers of such funding but only where such providers are non-departmental public bodies, government-owned corporations, state-owned enterprises, government business enterprises, government agencies, local authorities, local authority agencies or European Union Funding agencies
- Claims made against you in your professional capacity as a doctor, surgeon, physician, nurse, midwife, dentist or anaesthetist
- Asbestos
- Certain intellectual property rights

Main Conditions

- Doctors, surgeons, physicians, midwives (other than when acting in a nursing capacity only), dentists or anaesthetists employed by you to be members of their UK governing body and have their own insurance in place

Management Liability

Cover ('claims made')

- Your legal liability as a governor, director, council member, officer or trustee of the organisation
- Your legal costs and expenses in respect of
 - the defence of any legal action seeking your disqualification as a director
 - any investigations you are requested to attend
 - extradition proceedings (including appeals)
- In addition cover includes:
 - **Reimbursement** - when the organisation indemnifies you as above, either as required by law or in accordance with its Memorandum or Articles of Association, trust deed etc, then the cover extends to reimburse the organisation accordingly
 - **Public Relations Crisis Management** - covering your costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:
 - the allegation that you have committed a wrongful act
 - your successful defence of an allegation of a wrongful actwhere there is a risk to your livelihood as a consequence of such attention (maximum £25,000 which is in addition to the limit of indemnity)
- The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance (i.e. cover is on an "aggregate" basis)
- Claims against you must be brought within the UK



Main Exclusions

- Employment disputes (but only if the organisation is an unincorporated body)
- Admitted or proven dishonest, fraudulent or malicious conduct
- Claims, proceedings etc made or pending prior to the commencement of cover
- Pollution (other than in respect of environmental proceedings)
- Bodily injury/property damage
- Acting as a trustee of a pension scheme
- Claims following your takeover or merger
- Professional duties to third parties
- Any claim made against you
 - by an associated company
 - by any person who owns more than 15% of the shares of an associated companyhowever, we will pay your legal costs and expenses in defending the claim
- Disputes over funding with providers of such funding but only where such providers are non-departmental public bodies, government-owned corporations, state-owned enterprises, government business enterprises, government agencies, local authorities, local authority agencies or European Union Funding agencies

Main Conditions

- Waiving of our rights following your unintentional non-disclosure or misrepresentation
- Cancellation instructions to be sanctioned by all directors and officers
- Any public or private offering of your shares to be advised to us
- Severability

Entity Defence

Cover ('claims made')

- **Public Relations Crisis Management** – the organisation's costs in using public relations specialist to deal with adverse press, publicity or media attention within the UK following:
 - allegations of fraud or corruption
 - serious injury to employees or members of the public
 - dismissal or resignation of members of the organisation's main board of directors, trustees, governors or council members
 - official investigations into the organisation's affairswhere there is a risk to the organisation's business as a consequence of such attention
- **Identity Fraud** – the organisation's legal costs and expenses in establishing that someone (other than a governor, director, council member, officer, trustee or employee) has fraudulently entered into an agreement with a third party by representing themselves as the organisation. Provided the misrepresentation is in connection with the organisation's business and is made within the UK
- **Investigations** – the organisations legal costs and expenses in respect of an official investigation (other than by HM Revenue & Customs) within the UK
- **Corporate Manslaughter** – the organisation's legal costs and expenses in defending a prosecution brought under the Corporate Manslaughter and Corporate Homicide Act 2007
- **Breach of Contract** – the organisation's legal costs and expenses in defending a claim within the UK alleging breach of contract for goods or services provided to a customer



- **Pollution** – the organisation's legal costs and expenses in defending a claim within the UK alleging that a governor, director, council member, officer, trustee or employee has committed a wrongful act which results in pollution
- **Taxation** – the legal costs and expenses in our negotiating on the organisation's behalf following a tax investigation (including PAYE and VAT) by HM Revenue & Customs and/or in an appeal
- **Data Protection** – the organisation's legal costs and expenses in defending a claim following a breach or alleged breach of the Data Protection Act and/or an appeal
- a limit of £25,000 applies to each claim and in total for the period of insurance (i.e. cover is on an "aggregate" basis)

Main Exclusions

- An excess of £1,000 will apply to each claim under the Investigations cover
- Circumstances known at inception
- Certain dishonest and malicious acts
- Loss arising from something known to be wrongful or ignoring that possibility
- Disputes between insureds in relation to common partnership, trust or committee
- Crisis occurring, identity fraud discovered, investigations or proceedings instigated, claims or appeals made, subsequent to your takeover or merger
- Breach of contract
 - where the organisation (or its parent or ultimate holding company) is a 'quango' or where the government/government agency is a major shareholder
 - infringement of copyright, patent etc or any other intellectual property rights
 - breach of secrecy or confidentiality agreements
 - licence or franchise agreements
 - involving an Employment Wrongful Act
 - involving ownership, use etc of motor, vehicles, aircraft, watercraft, land or buildings
 - tenancy or letting of property
 - insurance contracts
 - modified or bespoke software/hardware systems
 - amounts less than £5,000
- Taxation
 - tax avoidance schemes
 - failure to register for VAT
 - tax investigations by Special Civil Investigations or Civil Investigation of Fraud Units of HM Revenue & Customs
 - alleged dishonesty or alleged criminal offences
 - judicial reviews

Property Damage

Cover

- Your buildings, general contents (including stock) and computer equipment against accidental damage (including theft) whilst within your premises
- Cover is provided on a reinstatement basis (i.e. 'new for old')
- Main extensions under this section include:



- professional fees
- automatic cover for increases in value due to inflation (maximum increase of £5,000 in respect of computer equipment)
- debris removal
- automatic inclusion of bank interest etc
- Public Authorities clause
- computer breakdown (for up to £1,000)
- replacement of locks following theft of keys (for up to £1,000)

Main Exclusions

- The undernoted excesses will apply to each claim:
 - subsidence - £1,000 or £2,500 (dependent on geographic area)
 - replacement of locks - £25
 - all other losses - £100
- Wear and tear
- Electrical/mechanical breakdown etc (other than computer breakdown)
- Certain restrictions apply with regard to theft and unoccupied premises/unattended property
- Damage to contract works
- Pollution
- Damage to general contents (including stock) and/or computer equipment in any basement or cellar which is not stored at least 15 centimetres above floor level
- Damage to flat roofs if more than 10 years old and/or not adequately maintained
- Damage to certain equipment whilst in use (marquees, tents and camping equipment, sports equipment (including kit and training equipment), activity and/or play equipment, ground maintenance equipment)

Main Conditions

- 'Average' applies to this section. In the event of under insurance the amount we pay will be reduced accordingly
- All gas appliances (including portable heating appliances) to be inspected annually by a Gas Safety registered engineer and necessary remedial work carried out
- 'Part P (Electrical Safety)' inspection and servicing of all electrical equipment and appliances (including portable heating appliances) and electrical system at least every five years
- Security – specified (locking) requirements for final exit door, other external/or internal communicating doors and fire exit doors
- All external ground floor windows, accessible windows and/or skylights to be secured with either
 - key operated window locks, or
 - adequately secured security grills etc, or
 - screwed shut
- You need to advise us as soon as reasonably possible when a building (or part of a building) becomes unoccupied or an unoccupied building (or part of an unoccupied building) becomes occupied
- If you undertake any manufacture, processing, repair, renovation work or the like and/or operate any workshop (including those used for training and/or rehabilitation purposes then certain conditions apply relating to the safe disposal and cleaning up of waste and cleaning materials (refer to the policy wording for full details)
- Batteries for battery powered wheelchairs, scooters or mobility aides to be charged in accordance with manufacturer's recommendations and, in respect of vented batteries, in a dedicated, well-ventilated area free from combustible material and sources of ignition
- Any portable heating appliances



- to be electrical or gas fired only and used, maintained, serviced and sited in accordance with manufacturer's recommendations
- to be stable, sited and guarded so as to prevent contact with hot surfaces etc and all leads, cables and fuel pipes secured and protected and to be turned off when the area is not occupied

Portable Equipment (“All Risks”)

Cover

- Loss of your equipment anywhere within the UK against accidental damage on a reinstatement basis (i.e. ‘new for old’)
- Main extension under this section - automatic cover for increases in value due to inflation for up to £5,000

Main Exclusions

- An excess of £100 will apply to each claim
- A limit in respect of any one item of equipment applies of either £2,500 or 20% of the total sum insured whichever is the least
- Wear and tear, electrical/mechanical breakdown etc
- Certain restrictions apply with regard to theft and unattended property
- Damage to equipment in any basement or cellar which is not stored at least 15 centimetres above floor level
- Damage to certain equipment whilst in use (marquees, tents and camping equipment, sports equipment (including kit and training equipment), activity and/or play equipment, ground maintenance equipment)

Main Conditions

- ‘Average’ applies to this section. In the event of under insurance the amount we pay will be reduced accordingly *and, where the equipment is at the premises:*
- Security – specified (locking) requirements for final exit door, other external/or internal communicating doors and fire exit doors
- All external ground floor windows, accessible windows and/or skylights to be secured with either
 - key operated window locks, or
 - adequately secured security grills etc, or
 - screwed shut

Business Interruption

Cover

- Additional expenses (including temporary premises; additional rent, rates etc; additional lighting, heating costs etc; additional staff costs) due to interruption of your business for up to 12 months following
 - damage to your property at your premises (provided the damage is insured under the Property Damage or the Portable Equipment section)
 - damage to other property which prevents or hinders your access to your premises
 - accidental failure of electricity, gas, water or telecommunications services
 - restrictions imposed on the use of your premises following
 - human infectious/contagious disease manifesting itself in any person whilst at your premises
 - foreign/injurious matter in food/drink provided on your premises
 - defects in drains etc or the discovery of vermin/pests at your premises



- closure of your premises following an emergency that could endanger life or neighbouring property
 - murder or suicide at your premises
- No excess applies to this section

Main Exclusions

- Deliberate acts of supply undertakings
- Failure of electricity, gas, water or telecommunications where the cessation of supply is less than 24 hours

Money and Personal Assault

Cover

- Loss of money for fixed limits up to a maximum of £250,000 for non-negotiable money (crossed cheques, credit card vouchers etc) and £2,500 for negotiable money depending on the nature of the loss
- If you, members of your family or employees or members of their family are injured during a robbery or attempted robbery we will pay you either £5,000 or £50 per week for 104 weeks depending on the nature of the injury

Main Exclusions

- An excess of £100 will apply to each claim for loss of money
- Loss from collection boxes etc not in your custody or control or in the custody or control of a partner, governor, director, council member, member, officer or trustee of yours or an employee
- Loss from gaming or vending machines etc
- Loss from unattended vehicles
- Injury etc to anyone under 16 or over 70 years of age

Main Conditions

- Keys and combination codes of safes or strongrooms are not left on the premises (unless a private dwelling)

All Insuring Clauses

Main Exclusions

- Fines and penalties
- Claims involving mould

Main Conditions

- Claims notification and handling requirements
- Subrogation rights
- Consequences of fraudulent claims
- Contract of insurance subject to English or Scottish law
- All equipment to be calibrated and/or maintained in accordance with manufacturers recommendations
- Maintenance of your rights and remedies