

SUSSEX GUIDANCE NOTE ONLY – NOT THE ACTUAL POLICY

National Council for Voluntary Organisations (NCVO)
Help Line Tel: 020 7713 6161
working in conjunction with
CaSE Insurance Services Limited (CaSE Insurance)
Tel: 0845 225 2288 (Insurance enquiries) Fax: 0845 305 2052
(CaSE Insurance is an Appointed Representative of aQmen Limited)

Neighbourhood Watch Insurance (April 2011)

POLICY SUMMARY- GUIDE FOR INFORMATION ONLY

This is only an abstracted Summary Guide. Refer to the full policy wording held by the Sussex Neighbourhood Watch Federation for complete details of cover, exclusions, and the General Conditions and General Exclusions.

COVER/LIMITS

Legal liability for injury to the public or damage to their property occurring during the period of insurance within the UK arising from community activities undertaken by employees and authorised volunteers (no age limit applies) in connection with the Neighbourhood Watch movement:

1. organising, arranging, hosting and/or attending specified events with up to 500 attendees at any one time
2. organising, arranging, hosting and/or attending visits to schools and public places for promotional, teaching, training, educational and demonstration purposes provided that any attendees less than 16 years of age are accompanied by their parents, teachers or community group staff
3. liaison with police, and local government authorities, their committees and subcommittees of any tier
4. preparation, sale, or distribution of food or beverages
5. preparation, sale, or distribution of specified products for the advertisement or promotion of, or for the purposes of fundraising on behalf of, the Neighbourhood Watch movement
6. the sale, distribution, installation, siting or servicing of, or the provision of services in relation to, proprietary products for the protection of property or safety by volunteer members
7. the erection and maintenance of signs and posters, including whilst erected, provided that the lower edge of any sign is not less than 2.1 metres (6' 9") above the footway
8. organising and co-ordinating search teams

Indemnity limit £5,000,000 any one claim (includes costs and expenses)

Indemnity limit applies to any one period of insurance for Products Liability and Pollution or Contamination

SIGNIFICANT EXCLUSIONS

£100 excess for third party property damage

Bodily injury to employees and volunteers

Contractual liability

Loss due to incorrect installation, siting or maintenance of any fire or security equipment

Failure of products to perform their intended function

Fines, penalties, punitive, aggravated, multiplied or liquidated damages

Installation, siting, servicing or maintenance work:

- a. by any commercial organisation or business
- b. of any surveillance or close circuit television installation
- c. of any safe or strongroom

Legal action taken against you outside the UK or taken to enforce an award made outside the UK

Medical, surgical, dental, pharmaceutical or therapeutic products

Offshore activities

Professional advice, error or services whether given for a fee or not

Property being worked upon (other than cover provided under the extension for property marking and erection of signs)

Activities undertaken away from school or educational premises involving persons under the age of 16 who are under your direct supervision

Specified community activities:

- a. motor vehicle window etching
- b. Boat Watch, Cab Watch, Dog Watch, House Watch, Pet Watch, Pub Watch, Speed Watch,

Street Patrol or Street Watch

Events other than events as defined in the policy Use of mechanically propelled vehicles for which compulsory motor insurance is required

Use of watercraft and craft designed to travel through air or space

EXTENSIONS

Indemnity to other people including principals and members
Cross liabilities - the indemnity limit in total for all parties
Hired or rented premises £100 excess for third party property damage
Contractual liability
Motor contingent liability
Events (promotional, social or special events including fund-raising) £100 excess for third party property damage,
Specified activities
Health and Safety at Work (Defence costs) – indemnity limit of £500,000
Consumer protection (Defence costs) - indemnity limit of £500,000
Food Safety Act (Defence costs) - indemnity limit of £500,000
Property marking and the erection of signs – indemnity limit of £1,000 (includes costs and expenses) with a limit of £25,000 in any one period of insurance, £100 excess for third party property damage
Damage to motor vehicles

NOTE: The policy contains restrictions with regard to activities covered and may not cover all events held by you. You may also have property, contents and other risks which you wish to insure. If you would like to discuss your insurance needs – please contact your insurance advisor: CaSE Insurance - Tel: 0845 225 2288

Neighbourhood Watch Public Liability insurance is written by Ansvar Insurance, a business division of Ecclesiastical Insurance Office plc
Registered Office: Beaufort House, Brunswick Road, Gloucester, GL1 1JZ Registered No: 24869 England
Member of: Association of British Insurers (ABI) Financial Ombudsman Service (FOS). Authorised and Regulated by the Financial Services Authority (FSA)
04/11 (NWE) UW708(BR)

Neighbourhood Watch Insurance REGISTRATION DETAILS

Your details:

This information is the minimum required by us and your insurance advisor to administer your insurance policy
Cover to start on: 15 September 2011
Neighbourhood Watch for: Sussex Neighbourhood Watch Federation and registered and authorised
Neighbourhood Watch movements in Sussex
Contact Name:
Position held within your Association/Scheme: Chairman
Contact Address:
Contact Postcode:
Daytime Telephone no.:
E-mail Address:
Police Reference allocated: 47/CSB/NHW/0001/05
Number of Scheme Co-ordinators in your Association/Scheme: 8402
Number of households in your Neighbourhood Watch catchment area: 126030

Eligibility

Your Association, Scheme or Group is registered with and authorised by your local police force to carry on the business of the Neighbourhood Watch movement in England and Wales.

Data Protection Act

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

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

**Neighbourhood Watch Insurance
SCHEDULE**

Attaching to and forming part of the policy bearing the number entered below and written upon the Company's policy form FA35 (2011).

Subject to the terms and conditions of the policy the insurance is for the period shown.

Agent:

aQmen Limited, James House, Emlyn Lane, Leatherhead, Surrey, KT22 7EP

Policyholder:

Neighbourhood Watch for: Sussex Neighbourhood Watch Federation and registered and authorised Neighbourhood Watch movements in Sussex

Period of Insurance: From 15/9/2011 to 31/3/2012 (for a period not exceeding 12 months)

Policy Number: BPP2166756/1000079

Police Reference: 47/CSB/NHW/0001/05

Premium: As agreed with your agent

Contact Name:

Contact Address:

Contact Postcode:

Number of Scheme Co-ordinators in your Association/Scheme: 8402

Number of households in your Neighbourhood Watch catchment area: 126030

SECTION	COVER
PUBLIC AND PRODUCTS LIABILITY	OPERATIVE
Indemnity Limit	£5,000,000 (unless otherwise stated)
PERSONAL ACCIDENT	NOT OPERATIVE
Benefits	£0

Date of Issue: 15 September 2011

Registered Office: Beaufort House, Brunswick Road, Gloucester, GL1 1JZ Registered No: 661060 England
Member of the Association of British Insurers (ABI) and the Financial Ombudsman Service (FOS). Authorised and Regulated by the
Financial Services Authority (FSA).
04/11 (NWE) UW708(BR)

NEIGHBOURHOOD WATCH INSURANCE

Thank you for insuring with Ansvar and we welcome you as a policyholder.

Please read the policy and schedule carefully. If you need any further explanation or if you find any mistakes please contact CaSE Insurance or us immediately.

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

The schedule enclosed with this policy shows your individual details. It also shows the sections of cover which are operative together with any endorsement numbers which may apply. The schedule is normally reissued each time there is a change under the policy.

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

Making a claim

For all claims:

- Tell CaSE Insurance or us immediately by telephone, letter, fax or email.

Phone CaSE on: **0845 225 2288** or Fax: **0845 305 2052**

Phone Ansvar Insurance on **0845 60 20 999** or **01323 737541** (our normal working hours 08:45 to 17:00 – Monday to Friday)

- If someone is making a claim against you, do not make any promise to pay. Send any letter or document to us unanswered without delay.

Complaints procedure

If you have any reason to complain about the advice or service you have received you should contact CaSE Insurance or Ansvr Insurance.

You can refer your complaint in writing or verbally at any time to:

ANSVAR INSURANCE, Ansvr House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR

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

Email: ansvar.insurance@ansvar.co.uk

Or if you feel we are not listening to you please direct the matter to the Compliance Officer or Claims & Risk Services Director using the contact details above.

Our promise to you

- Where possible we will resolve your complaint within one business day

Otherwise:

- We will promptly acknowledge all complaints
- All complaints will be investigated diligently and impartially within Ansvr
- We will respond formally to your complaint as soon as possible
- We will keep you informed of the progress of the investigation.

If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Phone FOS on **0800 0234 567** or **020 7964 1000**

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

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

The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the Financial Services and Markets Act 2000.

Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

If so, FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the scheme for a claim against an insurance firm depends on the type of insurance policy.

For further information on the scheme you can visit the website at: www.fscs.org.uk or write to:

Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN

Phone FSCS on **0800 678 1100** or **020 7892 7300**

Email: enquiries@fscs.org.uk

Helpline Services

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

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

Phone DAS on **0117 934 0437** quoting reference **HL/5105614**

EUROLAW COMMERCIAL LEGAL ADVICE

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

TAX ADVICE

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

COUNSELLING

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

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

Useful addresses

Ansvar Insurance
Ansvar House, St Leonards Road
Eastbourne,
East Sussex, BN21 3UR
www.ansvar.co.uk

Association of British Insurers
Consumer Information Department
51 Gresham Street
London, EC2V 7HQ
www.abi.org.uk

DAS Legal Expenses Insurance Co. Ltd
DAS House, Quay Side
Temple Back,
Bristol, BS1 6NH
www.das.co.uk

Financial Ombudsman Service
South Quay Plaza,
183 Marsh Wall,
London, E14 9SR
www.financial-ombudsman.org.uk

The Financial Services Authority
25 The Colonnade
Canary Wharf
London, E14 5HS
www.fsa.gov.uk/mgi

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
Portsoken Street
London, E1 8BN
www.fscs.org.uk

Case Insurance Services Limited (CaSE)
James House
Emlyn Lane, Leatherhead
Surrey, KT22 7EP
Tel: 0845 225 2288
Fax: 0845 305 2052

aQmen Limited
James House
Emlyn Lane, Leatherhead
Surrey, KT22 7EP

National Council For Voluntary Organisations (NCVO)
8 All Saints Street
London, N1 9RL
NCVO Help Line: 020 7713 6161

POLICY SUMMARY- GUIDE FOR INFORMATION ONLY

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FORM No. F.A. 35 (2011)

NEIGHBOURHOOD WATCH POLICY

We and **you** agree that:

- a. the basis of the contract is on the information contained in the registration details and any additional or supplementary information supplied;
- b. the policy, schedule and any endorsements (including any replacements for them) are to be read together as one document;
- c. **we** will insure **you** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the **period of insurance** shown in the schedule and the premium has been agreed or paid;
- d. this policy will be governed by English law;
- e. **we** will communicate with **you** in English at all times;
- f. a person or company who is not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Definitions

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

asbestos

asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos

bodily injury

death, illness, injury or disease

claim

your request to **us** for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses from one event consequent on or attributable to one source or original cause

costs and expenses

- legal costs and expenses recoverable from you by any claimant
- defence costs and expenses incurred with **our** written consent

damage / damaged

physical loss, destruction or damage

employee

any person:

- under a contract of service or apprenticeship with you
- who is hired to, supplied to or borrowed by you
- engaged under a work experience or similar scheme
- helping as an authorised volunteer

while under **your** direct control and supervision and working for **you** in connection with the **your activities**

event

- conferences, seminars, meetings, exhibitions, stalls, fetes, fairs, street parties, and other sales, fundraising and social events including but not limited to barbecue, bazaar, bingo evening, car boot sale, card game (non-gambling), charity auction, coffee morning, concert (excluding rock concerts), craft fair, dance, dinner, exhibition, fete, film show, flower show, fun day, garden party, jumble sale, outing/excursion, quiz evening, raffle, sponsored walk, themed party, treasure hunt (excluding motorised vehicles) including the erecting, running and dismantling of stalls, props, exhibits and related equipment, and
- undertaken with your full knowledge and authority, and
- under your control

excess

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

offshore

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

period of insurance

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

products

a. sale or distribution in the **territorial limits** of:

- food or beverages
- promotional material, and merchandise
- signs, posters and stickers
- clothing (excluding safety clothing)
- books, video cassettes, CDs/DVDs
- souvenirs, ornaments, crockery and household goods (including their containers, packaging, labelling or instructions) no longer in **your** custody or control, for the purposes of advertising, promotion, fund-raising in connection with **your activities**

b. sale, distribution, installation, siting or **servicing** in the **territorial limits** of proprietary:

- security locks and bolts, peep holes, door chains and similar devices
- portable or free-standing intruder alarms that do not require wiring up
- portable or battery powered fire safety equipment that does not require wiring up, including portable fire extinguishers and fire blankets, and smoke detectors (battery powered only)
- products for the marking of property for security purposes (including their containers, packaging, labelling or instructions) no longer in your custody or control, for the purposes of protecting property and for the safety of members and the public in connection with your **activities**

search teams

you or any **employee** participating in Search Teams or similar schemes, undertaking coordinating, organising (including arranging attendance or parking at meeting points and search sites), as part of **your activities**, provided that **you** have been authorised to do so by the local police authorities

The following is not covered for Search Teams or similar schemes:

a. any actual search activity, whether or not under the express supervision and control of the local police authorities (including Police Community Support Officers)

SPECIAL NOTE not forming part of the policy wording: You should obtain confirmation from the local police authorities that their insurance arrangements provide Employers Liability and Public Liability cover for you and any employee or volunteer undertaking any actual search activity.

servicing

the following maintenance activities:

- replacement of batteries in portable non-wired detection devices
- re-siting of portable non-wired detection devices
- oiling or replacement of locks or other mechanical security devices
- operational testing of security devices and smoke alarms in their working situation
- external cleaning

all in accordance with the manufacturer's instructions

territorial limits

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

terrorism

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

we / us / our

Ansvar Insurance

you / your / insured / policyholder

the Neighbourhood Watch named in the schedule as the policyholder and registered as a member of the Neighbourhood Watch movement with the local police authorities

your activities

your community activities undertaken for the Neighbourhood Watch movement with the full knowledge, authority and under the control of the registered and authorised Associations, Schemes, Groups and individuals:

- organising, arranging, hosting and/or attending an event with up to 500 attendees at any one time
- organising, arranging, hosting and/or attending visits to schools and public places for promotional, teaching, training, educational and demonstration purposes provided that any attendees less than 16 years of age are accompanied by their parents, teachers or community group staff
- liaison with police, and local government authorities, their committees and sub-committees of any tier
- preparation, sale, or distribution of food or beverages
- preparation, sale, or distribution of products for the advertisement or promotion of, or for the purposes of fundraising on behalf of, the Neighbourhood Watch movement

- the sale, distribution, installation, siting or servicing of, or the provision of services in relation to, proprietary products for the protection of property or safety by volunteer members
- the erection and maintenance of signs and posters, including whilst erected, provided that the lower edge of any sign is not less than 2.1 metres (6' 9") above the footway
- participating in Horse Watch and search teams or similar schemes

The following are not included as **your activities**:

- a. Boat Watch, Cab Watch, Dog Watch, House Watch, Pet Watch, Pub Watch or Speed Watch
- b. installation, siting or maintenance of any:
 - surveillance or close circuit television installation
 - safes or strongrooms
- c. street patrols (including Street Patrol and Street Watch)
- d. motor vehicle window etching
- e. any activities undertaken away from a school or educational premises involving any person under the age of 16 who is under **your** direct supervision

Section 1 Public and Products Liability

WHAT IS COVERED

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

- a. **bodily injury** to any person
- b. **damage** to material property
- c. obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement occurring during the **period of insurance** in connection with **your activities** and happening within:

- the territorial limits
- the territorial limits and caused by products.

We will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** consent.

WHAT IS NOT COVERED

1. £100 **excess** for **damage** to material property
2. Liability arising directly or indirectly from any:
 - a. error or omission in the provision of professional services
 - b. treatment of any kind (other than first aid)
 - c. allergic reaction from activities involving:
 - i. the application of paints or any other product to
 - ii. tattooing of a person's skin
 - d. respite, domiciliary or medical care services
 - e. libel, slander or defamation
 - f. **bodily injury** to any **employee** or any of **your** members whilst acting as **employees**, arising out of and in the course of **your activities**
 - g. ownership repair or maintenance of buildings or land
 - h. **damage** to property:
 - i. or any part on which **you** or any **employee** is or has been working where the **damage** results from such work
 - ii. belonging to **you** or held in trust by you or borrowed, rented, leased or hired for use by **you** other than personal property (including vehicles and contents) of **your** visitors, directors or **employees**
 - i. of **your activities**:
 - i. that involves the use:
 - or application, of heat
 - of powered woodworking machinery other than portable hand tools only
 - of scaffolding
 - ii. on or in premises, or parts of premises, that are not used as domestic dwellings
 - iii. more than 5 metres above floor or ground level
 - iv. undertaken by any commercial organisation or business
 - j. **offshore** activities
 - k. counselling, advice, design, formula or specification whether given for a fee or not
 - l. medical, surgical, dental, pharmaceutical or therapeutic **products**
 - m. **damage** to or the costs of recall, replacement, alteration, repair or reinstatement of any **products** or contract work executed by **you** which is caused by a defect or its unsuitability for its intended purpose
 - n. ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this policy, of any:
 - i. watercraft and craft designed to travel through air or space
 - ii. mechanically propelled vehicles for which compulsory motor insurance or security is required, other than for loading and unloading unless cover is provided by any other policy

- iii. spectator stands
 - o. second-hand **products**
 - p. **products** incorporated in any:
 - i. craft designed to travel through air or space
 - ii. watercraft which could affect its safety, navigation or propulsion
 - iii. mechanically propelled vehicles which could affect their safety
 - iv. gas, chemical, petrochemical or power generation plant
 - q. failure of **product** to perform its intended function
3. Liability arising directly or indirectly from legal action or investigation brought or commenced in any court of law outside of the **territorial limits** or is brought or commenced within the **territorial limits** to enforce an award or judgement outside the **territorial limits**.
 4. Liability arising from an agreement unless liability would have existed without the agreement.
 5. Fines or penalties.
 6. Punitive, exemplary, aggravated or multiplied damages.
 7. Liquidated damages.
 8. Any compensation awarded by a court of criminal jurisdiction.
 9. Liability arising from the incorrect installation, siting or maintenance of any fire or security equipment.
 10. Liability arising from **search team** activities involving:
 - i. citizens' arrests
 - ii. Speed Watch
 - iii. traffic control or direction (other than arranging attendance or parking at meeting points and search sites)
 - iv. parking enforcement.

Extensions to Public and Products Liability

1. INDEMNITY TO OTHER PEOPLE (INCLUDING MEMBER TO MEMBER)

WHAT IS COVERED

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

- any member or employee
- any principal, being any person, local or public authority, company or firm, with whom **you** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by **you**

Provided:

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

2. CROSS LIABILITIES

WHAT IS COVERED

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

3. HIRED OR RENTED PREMISES

WHAT IS COVERED

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

WHAT IS NOT COVERED

1. £100 **excess** other than for **claims** caused by fire or explosion.
2. Liability:
 - a. arising from an agreement unless liability would have existed without the agreement
 - b. otherwise excluded under this section apart from property borrowed, rented, leased or hired for use by **you**
 - c. where **you** are required to insure, or pay for the insurance of, the property **damaged**.

4. CONTINGENT MOTOR LIABILITY

WHAT IS COVERED

We will pay all amounts which **you** alone become legally liable to pay as damages and **costs and expenses** for accidental **bodily injury** to any person or **damage** to property arising out of the use by any **employee** of any motor vehicle in connection with **your activities** and occurring during the **period of insurance**.

WHAT IS NOT COVERED

1. Liability arising from:
 - a. **damage** to any such vehicle or its contents
 - b. any vehicle owned or provided by **you**

- c. any vehicle driven by **you**
 - d. any vehicle driven by a person who to **your** knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence
 - e. participation in racing, pace making, reliability trials or speed testing.
2. Liability:
 - a. to the drivers or owners of such motor vehicles
 - b. arising outside the **territorial limits**
 - c. covered by any other policy.
 3. Fines or penalties.
 4. Punitive, exemplary, aggravated or multiplied damages.
 5. Liquidated damages.

5. EVENTS (PROMOTIONAL, SOCIAL OR SPECIAL EVENTS INCLUDING FUND-RAISING) WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental **bodily injury** or **damage** to material property arising out of any **event**, including fund-raising provided that the attendance does not exceed 500 persons at any one time.

WHAT IS NOT COVERED

1. £100 **excess** for **damage** to material property
2. Liability arising from any of the following activities:
 - a. abseiling
 - b. dry slope skiing
 - c. fire walking
 - d. gorge walking and the like
 - e. landboarding
 - f. racing or time trials other than on foot
 - g. underground activities of any kind
 - h. winter sports.
3. Liability arising from any activity involving:
 - a. rides on or using animals
 - b. rides on or using mechanical or electrical equipment
 - c. the use of gymnastic or inflatable equipment
 - d. the use of guns or other weapons or missiles
 - e. the use of pyrotechnics
 - f. any person under the age of 16 who is under your direct supervision.
4. Liability arising from any of the following:
 - a. organised travel at the risk of the Insured other than as more specifically insured elsewhere
 - b. airborne activity or waterborne activity at the risk of the Insured
 - c. competitive physical or sporting activity

unless specifically declared to and agreed by **us** prior to such travel or activity occurring.

SPECIAL NOTE not forming part of the policy wording: If you are in any doubt as to whether your event is included under this policy, or if you would like Insurers to consider an event which is excluded under this policy, please contact your insurance advisor: CaSE Insurance - Tel: 0845 225 2288

6. HEALTH AND SAFETY AT WORK

WHAT IS COVERED

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

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the **territorial limits**

committed or alleged to have been committed in the course of **your activities** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of persons other than **employees**.

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

WHAT IS NOT COVERED

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

7. CONSUMER PROTECTION

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence

alleged to have been committed during the **period of insurance** and in the course of **your activities** and are brought in the **territorial limits**.

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

WHAT IS NOT COVERED

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

8. FOOD SAFETY ACT

WHAT IS COVERED

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

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

WHAT IS NOT COVERED

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by **you** or any **employee** responsible for compliance with the legislation.
3. Legal costs, expenses, reimbursements or charges:
 - a. covered elsewhere in this policy or by any other policy
 - b. arising from an order made under Section 9 of the Food Safety Act
 - c. resulting from any regulation under Section 45 of the Food Safety Act.
4. Liability for **bodily injury** or **damage** to property.

9. PROPERTY MARKING AND ERECTION OF SIGNS

WHAT IS COVERED

Notwithstanding exclusion 2 h) under 'WHAT IS NOT COVERED', **we** will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** following the:

- application of security markings
- erection or maintenance of signs and posters

by **you** in connection with **your activities** and occurring during the **period of insurance**.

The most **we** will pay is £1,000 for any **claim** and £25,000 for all **claims** in any one **period of insurance**.

WHAT IS NOT COVERED

1. £100 **excess** for **damage** to material property.
2. Damage to any motor vehicle.
3. Liability:
 - a. arising outside the **territorial limits**
 - b. arising from an agreement unless liability would have existed without the agreement
 - c. otherwise excluded under this section apart from property security marked by you or signs and posters erected and maintained by **you**
 - d. where **you** are required to insure, or pay for the insurance of, the property **damaged**.

Claims settlement for Public and Products Liability

LIMITS

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

- all claims, in any one period of insurance
 - caused by products
 - arising from pollution or contamination
- any claim for liability other than relating to products or pollution or contamination
- any claim under Cross Liabilities extension in total to all parties

is the Indemnity Limit shown in the schedule.

Section 2 Personal Accident

SPECIAL NOTE not forming part of the policy wording: This section is only operative if stated within the schedule to this policy and provided that any additional premium charged to you has been paid. Wording has been removed for clarity and to save space. If you would like a quotation to have this section included in your policy, please contact your insurance advisor: CaSE Insurance - Tel: 0845 225 2288

General Exclusions (Applicable to the whole policy unless otherwise stated)

This policy does not cover:

1. RADIOACTIVE CONTAMINATION

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

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

This exclusion does not apply to any cover for:

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

2. WAR RISKS

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

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

3. TERRORISM

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

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

This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability
- Legal Expenses.

4. POLLUTION OR CONTAMINATION

in respect of any cover for liability to third parties

liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

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

5. DATE RELATED COMPUTER FAILURE

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

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

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

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

if covered by this policy.

This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability.

6. ELECTRONIC RISKS

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

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

7. ASBESTOS

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

liability arising directly or indirectly from:

- a. any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**.

However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your activities** or any contract work undertaken and:

- i. **you** have complied with any legal obligations to manage **asbestos** and
- ii. any discovery of **asbestos** by **you** is unintentional and accidental and
- iii. where, upon discovery of **asbestos**, all work immediately stops and
- iv. a HSE licensed asbestos removal contractor is employed:
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out

b. fears of the consequences of exposure to, or inhalation of, **asbestos**.

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

8. CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE EXCLUSION

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

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

General Conditions (applicable to the whole policy unless otherwise stated)

1. CONDITIONS PRECEDENT TO LIABILITY

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

2. CANCELLATION

- **Your** right to cancel
 - You can cancel this policy providing you give us notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
 - As long as you have not made a claim we will refund the premium for the remainder of the period of insurance.
 - If you have made a claim in the current period of insurance then the full annual premium is due and no refund will be allowed.
- **Our** right to cancel
 - We have the right to cancel the policy by giving you 14 days notice in writing sent by recorded delivery to your last known address.
 - If we cancel the policy we will refund the premium for the remainder of the period of insurance.

3. CLAIMS PROCEDURE (YOUR DUTIES)

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

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

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

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

4. CLAIMS PROCEDURE (OUR RIGHTS)

If you make a claim under this policy we have the right: to enter any building where damage has occurred and take, and keep, possession of any property covered by this policy

- to the salvage of any property covered by this policy
- at any time to start, take over, defend and conduct any legal action or prosecution in your name
- to settle any liability claim by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at our discretion, the claim can be settled. We will then relinquish control of the claim and be under no further liability

SUSSEX GUIDANCE NOTE ONLY – NOT THE ACTUAL POLICY

- to arrange a post mortem at our expense in the event of a death benefit **claim** under the Personal Accident or Personal Accident Assault cover.

5. CLAIMS SETTLEMENT

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

6. SUBROGATION

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

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

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

7. OTHER INSURANCE

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

8. FRAUD

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

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

9. MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

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

10. REASONABLE CARE

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

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

11. ALTERATION OF RISK

You must tell **us** immediately:

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

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

12. ARBITRATION

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

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

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

13. NEIGHBOURHOOD WATCH AND HOME WATCH REGISTRATION

It is a condition precedent to any liability under this policy that **you** are formally registered with the Neighbourhood Watch movement or approved by **your** local police authority to carry on the business of the Neighbourhood Watch movement.

In the event of a **claim**, the Association, Group, Scheme or individual will be required to produce evidence of registration with the local police authorities who have approved the Association, Group, Scheme or individual to carry on the business of the Neighbourhood Watch movement in the **territorial limits**.

Standard Endorsement

The following extension is added to the Public and Products Liability section.

Subject otherwise to the terms, exceptions and conditions of the policy.

CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ENDORSEMENT

WHAT IS COVERED

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

WHAT IS NOT COVERED

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

Special requirements for Corporate Manslaughter and Corporate Homicide Endorsement

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

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

Claims settlement for Corporate Manslaughter and Corporate Homicide Endorsement

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

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

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

Ansvar Insurance

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Financial Ombudsman Service (FOS)

Authorised and Regulated by the Financial Services Authority (FSA)

To check these details on FSA's Register:

www.fsa.gov.uk/Pages/register

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