

# Specialist Insurance for Charities and the Voluntary Sector

## Policy Schedule

Thank you for choosing Arthur J. Gallagher Insurance Brokers Limited Charities and Voluntary Sector Insurance, underwritten by Royal & Sun Alliance Insurance Ltd (RSA).

You should read this Schedule in conjunction with your Policy Wording

These details are a record of the information provided to RSA. It is also essential that you read all of the clauses applying to your Policy as these contain important information that may affect your Policy cover.

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**Policy Number:** RKL23413/ 09 / 637

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### Your Details:

**Policyholder:** CFTTB of Purbeck Youth & Community Foundation

**Policyholder's Address:** Westfield, 4 Worgret Road, Wareham, Dorset

BH20 4PJ

**Business Description:** Operating a youth and community centre

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### Your Insurance Broker's Details:

**Insurance Broker Name:** Arthur J. Gallagher Insurance Brokers Ltd

**Address:** 13th Floor, 103 Colmore Row, Birmingham  
B3 3AG

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### Your Policy Dates:

**Period of Insurance:** **From:** 01 September 2022

**To:** 31 August 2023

**Renewal Date:** 01 September 2023

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### Your Premium Information:

**Renewal Premium:** £ 1,606.36

**Insurance Premium Tax:** £ 192.76

**Total Amount Due:** £ 1,799.12

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A full copy of your Policy Wording is available on request. Please contact your Insurance Broker at the address shown if you wish to request a copy.



Insurance | Risk Management | Consulting

The covers available for our Property and Business Interruption Insurances are as follows:

1. Fire, Explosion, Lightning and Aircraft
2. Earthquake
3. Riot and malicious persons
4. Storm or flood
5. Escape of water
6. Impact
7. Sprinkler Leakage
8. Theft
9. Subsidence
10. Any other accident
11. Glass
12. Specified Items: 'All Risks'
13. Oil escaping from a fixed heating installation or apparatus
14. Falling trees
15. Damage to Buildings caused by falling television or radio receiving aerials fittings and masts
16. Accidental Damage to the underground water pipe gas pipe or electricity cable

It is important to note that the actual Covers may vary for each Premises and the Covers excluded are specified on the following Premises pages of the Schedule

For the full definition of the Policy coverage please refer to the Policy Wording

*Jade Martin*

**Signed**

**Arthur J. Gallagher Insurance Brokers Limited**

Charity & Healthcare Division  
Newwater House  
Eleven Newhall Street  
Birmingham  
West Midlands  
B3 3NY

## Property Damage Insurance

**The Premises:** Westfield, 4 Worgret Road, Wareham, Dorset  
BH20 4PJ

**Property Insured:**

Item		Sum Insured
Buildings (being built mainly of brick stone concrete or other non-combustible materials) including Glass	£	0
	£ (	0 )
Buildings (other) including Glass	£	0
	£ (	0 )
General Contents including Glass	£	23,346
	£ (	18,677 )
Stock	£	2,489
Rent	£	0
Type	N/A	
Maximum Indemnity Period (months)	N/A	
Total sum insured	£	<u>25,835</u>

**Covers not insured:**

7, 12

**Policyholder's Contribution**

Cover 9  
All Other Covers

£ 1,000  
£ 250

**Fire Alarm Requirement of Cover**  
**Fire Extinguisher Requirement of Cover**  
**Intruder Alarm Requirement of Cover**  
**Minimum Standards of Security Requirement of Cover**  
**Sprinkler System Requirement of Cover**

No
Yes
No
Yes
No

**Specified Items: 'All Risks'**

Property Insured

Item Description	Situation		Sum Insured	Policyholder's Contribution
Unspecified equipment excluding Computers, Laptops & Mobile Phones	Anywhere in UK	£ ( 2,334 )	£ 2,918	£100
Tools and Machinery	Anywhere in UK	£ ( 2,334 )	£ 2,918	£100

**If there are any additional Clauses applicable to Property Damage Insurance, these are shown below**

## Business Interruption Insurance

**The Premises:** All premises occupied by the Policyholder for the purposes of the Business

Item		Sum Insured
Gross Profit	£	0
Maximum Indemnity Period (months)		N/A
Gross Revenue	£	0
Maximum Indemnity Period (months)		N/A
Additional Cost of Working	£	50,000
Maximum Indemnity Period (months)		12
Outstanding Debit Balances at any of the Premises	£	10,000

The total sum insured for Business Interruption is deemed to be the total of the Sums Insured stated above.

**Fire Alarm Requirement of Cover**

**Fire Extinguisher Requirement of Cover**

**Intruder Alarm Requirement of Cover**

**Minimum Standards of Security Requirement of Cover**

**Sprinkler System Requirement of Cover**

No
Yes
No
Yes
No

If there are any additional Clauses applicable to Business Interruption Insurance, these are shown below

### Prevention of Access Extension

The cover provided by the Business Interruption section of this Policy is extended to include loss resulting solely and directly from an interruption to the business caused by the prevention of access to the Policyholder's Premises or part thereof solely and directly as a result of Damage to property within 1000 metres of the Policyholder's Premises but excluding Damage to property of any supply undertaking which supplies electricity gas water or telecommunications services to the Policyholder's Premises

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed 12 Months and will apply from the date on which the Damage to property which caused the prevention of access first occurred.

The maximum amount payable during one period of insurance under this extension for any one Premises and in the aggregate is £250,000.

The Company will not, under any other section, Policy extension, coverage or provision of this Policy, be subject to any liability:

- (a) which would not have arisen if this extension did not apply; or
- (b) greater than that for which it would have been liable if this extension did not apply.

Subject otherwise to the Terms, Exclusions and Conditions of this Policy including, without limitation, the basis of settlement provisions applicable to the Business Interruption section of this policy

### Prevention of Access (Non-Damage) Extension

The cover provided by the Business Interruption section of this policy is extended to include the prevention of access to the Policyholder's Premises or part thereof on the order of a public authority caused solely and directly by an emergency occurring only at the Policyholder's Premises or only within (and not beyond) a distance of 1000 metres of the Policyholder's premises which is likely to:

- A) endanger human life or
- B) cause damage to property arising from the
  - i) Unlawful occupation by a third party of a building or part thereof except in the course of any trade disputes including but not limited to strikes, picketing and labour disturbances
  - ii) Suspected or actual existence of an explosive device

Provided that the Company will not be liable under this extension for

- 1) any loss as insured by this extension arising from an interruption of less than 12 hours continuous duration

2) any loss during any period other than the actual period where access to the Policyholder's Premises was prevented

3) any prevention of access to the Policyholder's Premises as a result of Damage, or arising from any cause within the direct control of the Policyholder including any non-compliance with a prior order or advice of a public authority

4) any loss arising directly or indirectly from or in any way connected to

- a) disease, or
- b) weather and/or drought

No cover is provided under this extension for any prevention of access caused by or contributed to by or in any way related to any emergency occurring further than one mile from the Policyholder's Premises

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed Three Months and will apply from the date on which the order or advice of the public authority first prevented access to the Policyholder's Premises or part thereof

The maximum amount payable during one Period of Insurance under this extension for any one Premises and in the aggregate is £ 100,000.

The Company will not, under any other section, Policy extension, coverage or provision of this Policy, be subject to any liability:

- (a) which would not have arisen if this extension did not apply; or
- (b) greater than that for which it would have been liable if this extension did not apply.

Subject otherwise to the Terms, Exclusions and Conditions of this Policy including, without limitation, the basis of settlement provisions applicable to the Business Interruption section of this policy

#### **Exhibition and Fund Raising Sites Extension**

The cover provided by the Business Interruption Insurance section of the Policy is extended to include loss as a result of Damage to any location in Great Britain Northern Ireland the Channel Islands or the Isle of Man not in the occupation of the Policyholder that was being used by an exhibition, trade fair or show at which the Policyholder was exhibiting products or services at the time that the Damage occurred

Provided that the Company shall not be liable under this Extension for more than the limit stated below in respect of any one Event

The Limit of Liability being £250,000

#### **Failure of Supply (including telecommunications) Extension**

The insurance is extended to cover interruption of or interference with the Policyholder's Business as insured resulting from the accidental failure of supply of

- A) electricity at the terminal ends of the service provider's feeders at the Premises
- B) gas at the service provider's meters at the Premises
- C) water at the service provider's main stop cock serving the Premises (other than by drought)
- D) telecommunications services (excluding the provision of extranets or access to or presence on the internet or access to applications and related services over the internet) at the incoming line terminals or receivers at the Premises but excluding satellites not occasioned by the deliberate act of any service provider nor by the exercise by any such provider of its power to withhold or restrict supply or provision of telecommunications services

Special Conditions

For the purpose of this Extension only

- 1) the Maximum Indemnity Period shall not exceed 3 months in respect of telecommunications services
- 2) the Indemnity Period shall commence 24 Hours after the commencement of the failure of supply including telecommunications services and not as stated in the insurance provided except as expressly varied hereby

Provided that the Company shall not be liable under this Extension for more than the limit stated below in respect of any one loss

The Limit of Liability being £250,000

#### **Salvage Sales Extension**

If, following Damage giving rise to a claim under this Policy, the Policyholder holds a salvage sale during the Indemnity Period, clause A of the insurance provided in respect of any Business Interruption item shall read as follows:

A) In respect of Reduction in Turnover

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) falls short of the Standard Turnover in consequence of the Damage from which the amount shall be deducted the Gross Profit actually earned during the period of the salvage sale.

Provided that the Company shall not be liable under this Extension for more than the limit stated below in respect of any one loss

The Limit of Liability being £250,000

**Specified Disease Extension**

For the purposes of this Extension only the Disease Exclusion does not apply

The cover provided by the Business Interruption section of this Policy is extended to include closure of the Policyholder's Premises or part thereof on the order of a public authority caused solely by:

- a) food or drink poisoning arising from food or drink supplied from the Policyholder's Premises
- b) the manifestation at the Policyholder's Premises of any of the following diseases in a human  
Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Infectious Bloody Diarrhoea, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Paratyphoid fever, Typhoid Fever, Plague as a result of Yersinia Pestis bacteria, Rabies, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Viral Hepatitis, Whooping cough, Yellow Fever

Provided that:

- 1) The Maximum Indemnity Period is limited to three months and shall apply from the date from which the closure order of the public authority is complied with
- 2) The Company will not under any other section, Policy extension, coverage or provision of this Policy, be subject to any liability:
  - (a) which would not have arisen if this extension did not apply; or
  - (b) greater than that for which it would have been liable if this extension did not apply.
- 3) In respect of a manifestation at the Premises of Legionellosis or Legionnaires' disease it is a condition precedent to any liability of the Company that at the time of such outbreak at the Policyholder's own Premises the Policyholder shall have been in complete compliance with the Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such non-compliance shall have been notified in writing to the Company and confirmed as acceptable by the Company
- 4) This extension shall not provide cover in respect of any closure of the Premises or part thereof on the order of a public authority caused in whole or in part by a manifestation at the Premises of any disease which is part of an outbreak which has been or is or shall be designated or declared to be a pandemic by the World Health Organisation or any person or body undertaking substantially the same function. Once any outbreak of a disease has been so designated or declared then for the purposes of this Policy it will be deemed that it was so designated or declared from the commencement of the outbreak.
- 5) No cover is provided under this extension for any closure of the Premises caused or contributed to by or in any way related to the manifestation of any such disease at a place other than the Premises.

The Company's maximum limit of liability any one loss and in the aggregate during any one Period of Insurance for this Extension is £100,000

Subject otherwise to the Terms, Exclusions and Conditions of this Policy including, without limitation, the basis of settlement provisions applicable to the Business Interruption section of this Policy

**Vermin Pests Defective Drains and Sanitary Arrangements Extension**

The cover provided by the Business Interruption section of this Policy is extended to include closure of the Policyholder's Premises or part thereof on the order of a public authority caused solely by:

- A) the discovery of vermin or pests or
- B) an accident causing defects in the drains or other sanitary arrangements at the Policyholder's Premises

Provided that the Maximum Indemnity Period is limited to three months and shall apply from the date from which the closure order of the public authority is complied with

The Company's maximum limit of liability any one loss and in the aggregate during any one Period of Insurance for this Extension is £100,000

The Company will not, under any other section, Policy extension, coverage or provision of this Policy, be subject to any liability:

- (a) which would not have arisen if this extension did not apply; or
- (b) greater than that for which it would have been liable if this extension did not apply.

Subject otherwise to the Terms, Exclusions and Conditions of this Policy including, without limitation, the basis of settlement provisions applicable to the Business Interruption section of this Policy.

### **Murder and Suicide Extension**

The cover provided by the Business Interruption section of this Policy is extended to include closure of the Premises or part thereof on the order of a public authority caused solely as a result of a murder or a suicide occurring at the Premises

Provided that the Maximum Indemnity Period is limited to three months and shall apply from the date from which the closure order of the public authority is complied with

The Company's maximum limit of liability any one loss and in the aggregate during any one Period of Insurance for this Extension is £100,000.

The Company will not, under any other section, Policy extension, coverage or provision of this Policy, be subject to any liability:

- (a) which would not have arisen if this extension did not apply; or
- (b) greater than that for which it would have been liable if this extension did not apply.

Subject otherwise to the Terms, Exclusions and Conditions of this Policy including, without limitation, the basis of settlement provisions applicable to the Business Interruption section of this Policy

### **Property at Other Locations and Property Temporarily Removed Extension**

The cover provided by the Business Interruption section of this Policy is extended to include loss as insured in consequence of Damage as insured at any Premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man not occupied by the Policyholder but used by the Policyholder

A) solely for storage purposes

B) to store records

C) for the cleaning, renovation, repair or other similar purposes of machinery and plant (but not motor vehicles whilst temporarily removed from the Premises and in transit by road, rail, air or inland waterway to and from the Premises all in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Limit of Liability any one loss being  
10% of the relative Sum Insured but in no case exceeding £250,000

### **Unspecified Customers Extension**

The insurance is extended to cover the property at the premises of any of the Policyholder's customers situate in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that

A) for the purposes of this Extension the term customers means those companies organisations or individuals with whom at the time of the Damage the Policyholder has contracts or trading relationships to supply goods or services

B) the Company shall not be liable under this Extension for more than the limit stated below in respect of any one loss

The Limit of Liability being £250,000

### **Unspecified Suppliers Extension**

The cover provided by the Business Interruption section of this Policy is extended to cover the property at

A) the premises of any of the Policyholder's suppliers manufacturers or processors of components goods or materials but excluding the premises of any supply undertaking from which the Policyholder obtains electricity gas or water

B) premises not in the occupation of the Policyholder where property of the Policyholder is stored

all in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that the Company shall not be liable under this Extension for more than the limit stated below in respect of any one loss

The Limit of Liability being £250,0000

Subject otherwise to the terms Exclusions and Conditions of this Policy



## Money Insurance

**The Premises:** All premises occupied by the Policyholder for the purposes of the Business

### Section 1 Money

Item No		Limit of Liability any one loss	
1A)	Money in the Policyholder's Premises during Working Hours or in transit	£	2,000
1B) 1)	Money in Policyholder's Premises out of Working Hours in specified safes or strongrooms lodged with the Company	£	2,500
1B) 2)	Money in all other locked safes or strongrooms at the Policyholder's Premises	£	2,000

### Section 2 Personal Injury (Robbery)

Number of Units 5

**Cash Carrying Minimum Standards**  
**Intruder Alarm Requirement of Cover**

<b>Yes</b>
<b>No</b>

If there are any additional Clauses applicable to Money Insurance these are shown below

## Transit Insurance

Property	Limit of Indemnity
A) Despatched FOB	Not Insured
B) 1) Despatched by Post per parcel or package	Not Insured
2) Despatched by Post Rail or Road Carrier per consignment	Not Insured
C) In the custody of the Policyholder's Travellers and/or Agents	Not Insured
D) On Vehicle(s) owned or operated by the Policyholder (per vehicle)	£ 2,000
Number of own Vehicle(s)	1
<b>Unattended Vehicle Security Conditions Requirement of Cover</b>	<b>No</b>

If there are any additional Clauses applicable to Transit Insurance these are shown below

## **Deterioration of Stock Insurance**

**The Premises:** All premises occupied by the Policyholder for the purposes of the Business

<b>Description of Machine</b>	<b>Year of Manufacture</b>	<b>Sum Insured on Stock</b>	
Unspecified	Unspecified	£	500

**If there are any additional Clauses applicable to Deterioration of Stock Insurance these are shown below**

## Computer Equipment Insurance

**The Premises:** Whilst situated or in transit anywhere in the world

### Property Insured:

Item		Sum Insured
Damage to Property( excluding Laptops, Mobile Phones/Devices)	£	12,452
Laptops, Mobile Phones/Devices	£	2,334
Additional Cost of Working	£	50,000
Maximum Indemnity Period (months)		12
Reinstatement of Data	£	25,000
Maximum Indemnity Period (months)		12
<b>Policyholder's Contribution</b>		
<b>Whilst situated at the premises</b>	£	250
<b>Whilst in transit and anywhere in the world</b>	£	100

**Intruder Alarm Requirement of Cover**

No
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**If there are any additional Clauses applicable to Computer Equipment Insurance, these are shown below**

### Prevention of Access (Damage) Extension

The cover provided by the Additional Cost of Working item in this section of the Policy is extended to include loss resulting solely and directly from an interruption to the business caused by the prevention of access to the Policyholder's Premises or part thereof solely and directly as a result of Damage to property within 1000 meters of the Policyholder's Premises but excluding Damage to property of any supply undertaking which supplies electricity gas water or telecommunications services to the Policyholder's Premises

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed 12 Months and will apply from the date on which the Damage to property which caused the prevention of access first occurred

The maximum amount payable during one period of insurance under this extension for any one Premises and in the aggregate is £50,000

The Company will not, under any other section, Policy extension, coverage or provision of this Policy, be subject to any liability:

- (a) which would not have arisen if this extension did not apply; or
- (b) greater than that for which it would have been liable if this extension did not apply.

### Prevention of Access (Non-Damage) Extension

The cover provided by the Additional Cost of Working item in this Section of this Policy is extended to include the prevention of access to the Policyholder's Premises or part thereof on the order of a public authority caused solely and directly by an emergency occurring only at the Policyholder's Premises or only within (and not beyond) 1000 metres of the Policyholder's Premises which is likely to

- A) endanger human life or
- B) cause damage to property arising from the:
  - i) unlawful occupation by a third party of a building or part thereof except in the course of any trade disputes including but not limited to strikes, picketing and labour disturbances
  - ii) suspected or actual existence of an explosive device

Provided that the Company will not be liable for

- 1) any loss as insured by this extension involving an interruption of less than 12 hours continuous duration
- 2) any loss during any period other than the actual period where access to the Policyholder's Premises was prevented
- 3) any prevention of access to the Policyholder's Premises as a result of Damage, or arising from any cause within the direct control of the Policyholder including any non-compliance with a prior order or advice of a public authority
- 4) any loss arising directly or indirectly from or in any way connected to

- a. disease or
- b. weather or drought

No cover is provided under this extension for any prevention of access caused by or contributed to by or in any way related to any emergency occurring further than 1000 metres from the Policyholder's Premises

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed three months and will apply from the date from which the order of the public authority first prevented access to the Policyholder's Premises or part thereof

The maximum amount payable in the aggregate during one Period of Insurance under this Extension is £50,000

The Company will not, under any other section, Policy extension, coverage or provision of this Policy, be subject to any liability:

- (a) which would not have arisen if this extension did not apply; or
- (b) greater than that for which it would have been liable if this extension did not apply.

## Liability Insurance

### Section 1

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Employers' Liability		Limit of Liability
Any one Event (excluding liability arising directly or indirectly out of Terrorism)	£	10,000,000

Any one Event arising directly or indirectly out of Terrorism is limited to £5,000,000

**If there are any additional Clauses applicable to Employers' Liability Insurance, these are shown below**

### Section 2

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Public / Products Liability		Limit of Liability
Any one Event	£	10,000,000
All Events happening during any Period of Insurance in respect of products supplied	£	10,000,000
All incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere	£	10,000,000

**If there are any additional Clauses applicable to Public / Products Liability Insurance, these are shown below**

### Abuse Exclusion

The indemnity provided by Section 2 (Public Liability) will not apply to legal liability arising out of Abuse.

Abuse shall mean:

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- b) acts of forcing sexual activity rape or molestation
- c) repeating or continuous contemptuous coarse or insulting words or behaviour

### Policyholder's Contribution

The indemnity provided by Section 2 is subject to a Policyholder's Contribution of £250 any one Event in respect of loss of or damage to Property

### Hirers Liability Extension

The Company will indemnify in the terms of this Policy any person or organisation hiring premises from the Policyholder against the legal liability of such person or organisation arising from such hire

Provided that

- a) an indemnity would have been provided under this Policy had the claim been made against the Policyholder
- b) such person or organisation complies with and is subject to the terms of this Policy in so far as they can apply
- c) such person or organisation shall not be entitled to indemnity under any other policy
- d) the conduct and control of all claims under this Extension is vested in the Company
- e) the Limit of Liability shall not be increased hereby
- f) this Extension shall not apply to liability for:
  - 1) the first £250 of each and every claim for damage to such premises
  - 2) liability covered by any other insurance policy or indemnity
  - 3) damage to material property

- a) or any part on which the hirer has carried out any process of repair, alteration, modification or maintenance or where damage results from such work
- b) belonging to or held in trust by the hirer or borrowed, rented, leased or hired for use by the hirer other than
  - i) personal property ( including vehicles and contents) of the hirer's visitors, directors or employees
  - ii) the premises hired under the agreement
- 4) fines, penalties or punitive, exemplary, aggravated or multiplied damages
- 5) liquidated damages
- 6) any compensation awarded by a court of criminal jurisdiction
- 7) liability arising from:
  - a) bodily injury to any hirer's employees
  - b) bodily injury, or allegations of bodily injury, caused by Abuse
    - Abuse shall mean:
      - i) acts of hurting or injuring mentally or physically by maltreatment or ill-use
      - ii) acts of forcing sexual activity rape or molestation
      - iii) repeating or continuous contemptuous coarse or insulting words or behaviour
  - c) any activist meetings
  - d) any political or lobbying groups or meetings
  - e) use of the premises by commercial or organisations for business activities
  - f) any error or omission in the provision of professional services
  - g) treatment of any kind (other than first aid)
  - h) counselling, advice, design, formula or specification whether given for a fee or not
  - i) any defamation, slander or libel
    - j) or caused by any goods (including their containers, packaging, labelling or instructions) sold, supplied, hired out, constructed, treated or otherwise worked upon by or on behalf of the hirer other than food or drink supplied by the hirer at the premises in connection with the hirer's activities
  - k) arising from or out of the ownership possession or use by the hirer, or on the hirer's behalf, or any person entitled to indemnity under this Extension, of any:
    - i) mechanically propelled vehicle other than legal liability arising out of
      - the use of plant as a tool of trade
      - the use of plant at the premises
      - the loading or unloading of any vehicle
 except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
    - ii) aircraft or other aerial device
    - iii) aerospace device
    - iv) hovercraft
    - v) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
  - l) damage to or the cost incurred by anyone in recalling, replacing, repairing or reinstating goods or in making any refund on the price paid for any goods sold or supplied
  - m) any agreement unless liability would have existed without the agreement
- 8) liability arising from the use of electric oxy-acetylene or similar welding or cutting equipment blow lamps or blow torches either on or away from the Insured's premises
- 9) liability arising from the operation by the hirer or hirer's employees of any of the following activities:

Abseiling	Mountain Biking
Amateur Boxing	Mountaineering
Archery	Paintball Guns and Games
Bouncy Castle	Quad Bikes
BMX	Roller Skating/Blading
Climbing (Indoor/Outdoor)	Roller Hockey
Dry Slope Skiing	Rugby Teams (16 yrs old and under)
Fencing	Scooters
Fireworks/Bonfires	Skateboarding
Football Teams (16 yrs old and under)	Weight Lifting or Weight Training
Go-Karting	Wrestling
Cricket Teams (16 yrs old and under)	Zip Slide
Gymnastics/Trampolining	Zip Wire
Martial Arts	
Metal/Woodworking	
Motor/Cycle Projects	

Limit of Indemnity

All Events happening during any Period of Insurance £ 10,000,000

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**Section 3**

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**Legal Defence Costs** **Limit of Indemnity**

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**Part A**

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance £ 250,000

**Part B**

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance £ 250,000

**If there are any additional Clauses applicable to Legal Defence Costs Insurance, these are shown below**

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**Section 4**

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**Crisis Management** **Limit of Indemnity**

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**Section 1, 2 and 3**

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance £ 10,000

**Reference Number (which is to be quoted when using the service)**

CharityVS1/CM/2022

**If there are any additional Clauses applicable to Crisis Management Insurance, these are shown below**



# Abuse Insurance

## Section 5

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Abuse		Limit of Indemnity
The total amount payable by the Company in respect of all Losses costs and expenses during any Period of Insurance	£	5,000,000

Retroactive Date 01 September 2018

**The insurance provided by Section 5 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule**

Definitions applicable to Section 5

### 1 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A) the Policyholder
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
- C) at the request of the Policyholder
  - 1) any principal
  - 2) any manager or governor of the Policyholder

against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Section if the claim had been made against the Policyholder and each of whom shall as though the Policyholder be subject to the terms of this Policy so far as they can apply

other than

- a) any natural person committing or alleged to have committed Abuse against any other natural person
- b) any Person who has or has been alleged to have
  - i) authorised or permitted Abuse
  - ii) disregarded knowledge of Abuse
  - iii) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse
- iv) aided or contributed to or supported Abuse or
- v) intentionally or wilfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse

### 2 Abuse

Abuse shall mean

- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- B) acts of forcing sexual activity rape or molestation or
- C) repeated or continuing contemptuous coarse or insulting words or behaviours

### 3 Injury

Injury shall mean bodily injury mental injury death disease or illness

### 4 Person

Person shall mean

- A) an individual (a natural person) whether operating in the individual's own name or under a trade name
- B) an individual's personal agent or representative or
- C) any legal or commercial entity including but not limited to

- 1) a body corporate
- 2) a corporation sole
- 3) a body politic
- 4) a partnership
- 5) any association or body of persons whether incorporated or not
- 6) a charity or
- 7) a trust

## 5 **Loss**

Loss shall mean any claim or all claims of a series that are causally connected and arise out of an isolated repeated or continuing incidence of Abuse committed by one or more natural persons

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages and claimant's costs and expenses for accidental Injury resulting from Loss where any claim is
  - A) first made in writing to the Policyholder (or any other Person Entitled to Indemnity) during the Period of Insurance and
  - B) notified to the Company during or within thirty days after expiry of the same Period of Insurance
- 2 in respect of
  - A) costs of legal representation at
    - 1) any coroner's inquest or inquiry in respect of any death
    - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any Injury specified in **1** above

which may be the subject of indemnity under this Section

B) all other costs and expenses in relation to any matter which may form the subject of indemnity under **1** above

incurred with the Company's written consent

## **General Provisions**

Provided that in respect of any Loss the following shall apply

- 1 the total amount payable under this Section (including all Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule
- 2 where the Company is liable to indemnify more than one Person the total amount payable in respect of all damages and claimant's costs and expenses arising out of all claims during any Period of Insurance shall not exceed the Limit of Indemnity
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claim can be settled

The Company will then relinquish control of such claim and be under no further liability in respect thereof

- 4 all Loss shall be deemed to be made in the Period of Insurance when
  - A) the first claim in respect of Loss was first made in writing to the Policyholder (or any other Person Entitled to Indemnity) and notified to the Company
  - or
  - B) the first notification of any circumstance in respect of Loss was first made in writing to the Company
- 5 Where Loss involves one or more claimants
  - A) the Company shall not provide indemnity against the consequences of any circumstances

1) where the first claim in respect of Loss was made against the Policyholder (or any other Person Entitled to Indemnity) and notified to the Company under any policy which was in force prior to the Period of Insurance or

2) where the first notification of any circumstance in respect of Loss was first made to the Company under any policy which was in force prior to the Period of Insurance

B) the total amount payable shall not exceed the Limit of Indemnity

6 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

### **Special Provisions applicable to Section 5**

1 If during the Period of Insurance the Policyholder becomes aware of any circumstance which may reasonably be expected to give rise to a claim under this Section and notifies the Company of such circumstance during the Period of Insurance or within 30 days after expiry of the Period of Insurance then such subsequent claim shall be deemed for the purpose of this Section to have been made during the Period of Insurance

### **Exclusions applicable to Section 5**

The indemnity will not apply to legal liability

#### **1 Mechanical Vehicles**

arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to Indemnity of any

A) mechanically propelled vehicle other than legal liability arising out of

- 1) the use of plant as a tool of trade on site
- 2) the use of plant at the premises of the Policyholder
- 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

B) aircraft or other aerial device

C) aerospace device

D) hovercraft

E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

#### **2 Person Employed**

for Injury to any Person Employed arising out of and in the course of employment by the Policyholder

#### **3 Fines and Penalties**

for

A) fines or penalties

B) compensation ordered or awarded by a Court of Criminal Jurisdiction

C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

#### **4 War and Allied Risk**

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

#### **5 Procedural Guidelines**

in the event of any failure to comply with the procedural guidelines established by the Policyholder concerning Abuse

## 6 **Retroactive Liability**

in respect of claims arising from Loss caused prior to the Retroactive Date

## 7 **Prior Claims and Notifications**

in respect of claims arising out of circumstances

A) known to the Insured or any other Person Entitled to Indemnity prior to inception of this insurance or

B) notified under any other policy which was in force prior to the inception of this insurance

which might be reasonably expected to give rise to a claim

**If there are any additional Clauses applicable to Abuse Insurance, these are shown below**

### **Minimum Safeguarding Standards concerning Abuse**

Ongoing compliance with the Minimum Safeguarding Standards is a Condition of cover. Failing to adhere to these will result in us withdrawing cover and may permit us to avoid a claim or impose additional terms or conditions. Our continued acceptance of the risk will depend on you adhering to these Minimum Safeguarding Standards.

#### Minimum Safeguarding Standards

a) written policy statement on the protection of Children and/or Vulnerable Adults

b) undertaking of DBS checks on all Employees and Persons Employed who have a responsibility for, or are involved in, the care and supervision of Children or Vulnerable adults through their work for you. You undertake DBS checks on new Employees within 30 days of employment

c) updating of DBS checks at least every 3 years on all Employees and Persons Employed who have a responsibility for, or are involved in, the care and supervision of Children or Vulnerable adults through their work for you

d) No Employee or Person Employed is employed who

(i) is barred under any government recognised lists

(ii) has a conviction for an offence involving violence, domestic violence, harassment, sexual offences or offences against children

#### Definitions

Children are defined as any person aged 17 or under

DBS or Disclosure and Barring Service Checks shall mean any disclosure service operated in England and Wales, Scotland or Northern Ireland

Vulnerable Adults are defined as any person aged 18 or over who

a) is in need of assistance by reason of mental, physical or learning disability, age, illness and who:

b) is unable to take care of themselves or unable to protect themselves against harm

## Charity Trustee Assurance

<b>Trustee Indemnity Limit of Indemnity Any One Claim</b>	£	1,000,000
<b>Civil Society Limit of Indemnity Any One Claim</b>	£	1,000,000
<b>Charity Fidelity Loss Limit of Indemnity in Aggregate</b>	£	50,000
<b>Charity Fidelity Loss Policyholder's Contribution:</b>		20% co insurance subject to a minimum contribution £250
(i) Each and every Claim or each and every Loss		
<b>Loss of or damage to Documents Limit of Indemnity Any One Claim</b>	£	100,000
<b>Loss of or damage to Documents Policyholder's Contribution:</b>	£	250
(i) Each and every Claim or each and every Loss		
<b>Pollution Limit of Indemnity Any One Claim:</b>	£	100,000

### Optional Extensions of Cover if purchased:

<b>(a) Charity Professional Indemnity:</b>	<b>Any One Claim</b>	£	1,000,000
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The **Professional Services** covered are:

Operating a youth and community centre

<b>Charity Professional Indemnity Policyholder's Contribution:</b>	£	250
(i) Each and every Claim or each and every Loss		

<b>(b) Employment Practices Liability:</b>	<b>Limit of Indemnity Any One Claim</b>	£	100,000
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<b>Employment Practices Liability Policyholder's Contribution:</b>	£	7,500
(i) Each and every Claim or each and every Loss		

### Extension

### Limit

#### Trustee Liability Extensions

Civil Fines and Penalties	Policy Section Limit
Compensation for Court Attendance	£250 per person up to 10% of Policy Section Limit up to £100,000
Corporate Manslaughter / Homicide Act 2007	Policy Section Limit
Crisis Management & Regulatory Event Public Relations Costs	£100,000
Deprivation of Assets	£100,000
Emergency Costs and Expenses	£50,000
Investigation defence costs	Policy Section Limit
Kidnap & Ransom Event	£100,000

Management Buy-Outs	£100,000
Mental Anguish or Emotional Distress	Policy Section Limit
Outside Directorship / Entities	Policy Section Limit
Pension Liability	Policy Section Limit
Personal Liability for Unpaid Taxes following Insolvency	£100,000
Retired and Former Trustees	Policy Section Limit
Shareholder Action deriving from Pollution	Policy Section Limit
Shareholder Claim Cover	Policy Section Limit
Spouses	Policy Section Limit
<u>Civil Society Liability Extensions</u>	
Contractual Liability Defence Costs	£100,000
Corporate Manslaughter	Policy Section Limit
Emergency Costs and Expenses	£50,000
Social Media Public Relations consultancy fees	£100,000
<u>Fidelity Extensions</u>	
Acquisition or creation of subsidiary companies	Policy Section Limit
Expenses Cover	10% of the Fidelity Limit of Indemnity or the maximum aggregate Sub-Limit of £25,000
Fidelity Discovery Period	12 months free
Identity Fraud	£25,000
Ownership & Client Extension	10% of Policy Section Limit up to £25,000

**If there are any additional Clauses applicable to Charity Trustee Assurance, these are shown below**

**Trustee Indemnity Cyber Risks Endorsement**

Loss (which is otherwise covered by an Insuring Agreement and not specifically excluded by the Policy or any endorsement) due to a Cyber Act or Cyber Incident will be payable subject to all of the terms, conditions, warranties, endorsements, and exclusions of this Policy.

**Definitions**

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Company or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Loss (as defined in the Policy to which this endorsement is attached)

### **Civil Society Cyber Risks Endorsement**

Except as provided in the paragraph below, Loss (which is otherwise covered by an Insuring Agreement and not specifically excluded by the Policy or any endorsement) due to a Cyber Act or Cyber Incident will be payable subject to all of the terms, conditions, warranties, endorsements, and exclusions of this Policy.

Notwithstanding the above, this Policy shall not cover any payment for Loss resulting from a Claim made against the Company, any of its subsidiaries or any other Insured entity, for, alleging, arising out of, based upon, attributable to, or involving in any way any Cyber Act or any Cyber Incident.

#### Definitions

Claim (as defined in the Policy to which this endorsement is attached)

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Company or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Loss (as defined in the Policy to which this endorsement is attached)

## Group Personal Accident Insurance

**Insured Persons:** All Trustees, partners, Employees and Volunteers of the Insured aged between 15 and 80 years of age

**Operative Time:** Occupational Accidents Only

**Benefits** Standard Scale

1	£	10,000
2	£	10,000
3	£	10,000
4	£	10,000
5	£	50
6	£	N/A

**Payment Period for Benefits 5,6 :** 104 weeks in all not necessarily consecutive

**Deferment Period for Benefits 5,6 :** The first 7 days of any period of disablement

### Maximum Incident Limit :

- |  |  |                 |
|--|--|-----------------|
| 1) Aircraft Accumulation                                       |  |                 |
| a) Multi engined aircraft                                      |  | £2,500,000      |
| b) Any other aircraft or airship                               |  | £1,000,000      |
| 2) War while on an External Journey                            |  | £250,000        |
| 3) Terrorism (other than Nuclear Chemical or Biological Cause) |  | £2,500,000      |
| 4) Nuclear Chemical or Biological Cause                        |  | £250,000        |
| 5) Limit per Person  |  | as stated above |

### Extension

### Limit

Accidental Medical Expenses	Up to 25% of any amount paid under Benefits 1-6 subject to a maximum £20,000
Bereavement Counselling	Up to £250 per week up to a maximum £5,000 any one Insured Person
Catastrophe	Additional 25% of the total sum payable
Catastrophe Critical Response Counselling	Up to £5,000 per Incident
Coma Benefit	£50 per full 24 hours up to a maximum of 104 weeks any one Insured Person
Counselling	Up to £250 per week up to a maximum £5,000 any one Insured Person
Damage to Clothing and Baggage	Up to £1,000 per Insured Person
Dental and Optical Expenses	Up to 25% of any amount paid under Benefits 2 3 4 5 or 6 subject to a maximum £2,500
Dependents Benefit	Additional 5% per Child up to a maximum 25% of Benefit 1 subject to a minimum £5,000
Disability Assistance	Up to a maximum £25,000 any one Insured Person
Executor Expenses	Up to a maximum of £2,000 any one Insured Person
Facial Disfigurement	Up to a maximum of £5,000 any one Insured Person
Funeral Expenses	Up to a maximum £10,000 any one Insured Person



Hospitalisation £50 per full 24 hours up to a maximum of 104 weeks any one Insured Person

Hospital Visiting Expenses £100 per full 24 hours up to a maximum of £5,000

Paralysis

A total loss of use of all four limbs bladder and rectum £125,000

B total loss of use of two legs bladder and rectum £50,000

Recruitment Costs Following Suicide Up to a maximum £10,000 any one Insured Person

Relocation Expenses Up to a maximum £25,000 any one Insured Person

Retraining Up to a maximum £25,000 any one Insured Person

**If there are any additional Clauses applicable to Group Personal Accident Insurance, these are shown below**