



National Council for Voluntary Organisations (NCVO)

Help Line Tel: 0800 2798 798

working in conjunction with

Charities & Social Enterprise Insurance Management LLP (CaSE Insurance)

Tel: 0845 225 2288 (Insurance enquiries) Fax: 0845 305 2052

(CaSE is an Appointed Representative of aQmen Limited)

## Neighbourhood Watch Public Liability Insurance

### POLICY COVER SUMMARY

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

In some instances, the first amount of any claim is not covered (known as an excess).

#### COVER/LIMITS

Liability for injury to the public or damage to their property arising from the following specified community activities for the Neighbourhood Watch movement:

- organising, arranging, hosting and/or attending specified events 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, and provided always that such visits do not encompass actual participation in manual work
- 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 specified 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

#### SIGNIFICANT EXCLUSIONS

£100 excess for third party property damage

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:

- by any commercial organisation or business
- of any surveillance or close circuit television installation
- of any safe or strongroom

Offshore activities

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

Property being worked upon

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

Specified community activities:

- motor vehicle window etching
- Boat Watch, House Watch, Pet Watch or Speed Watch
- Street Patrol or Street Watch

- |  |   |
|--|---|
| 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 | Events other than specified events as defined in the policy<br>Use of mechanically propelled vehicles for which compulsory motor insurance is required<br>Use of watercraft and craft designed to travel through air or space |
|--|---|

Indemnity limit of £5,000,000 (includes costs and expenses)  
 Indemnity limit applies to any one period of insurance for Products  
 Liability and Pollution or Contamination

**EXTENSIONS**

Indemnity to other people including principals and members

Cross liabilities - the indemnity limit in total for all parties

Hired or rented premises	£100 property damage excess
	Contractual liability

Motor contingent liability

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

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 225 228

Neighbourhood Watch Public Liability insurance is underwritten by Ansvr Insurance Company Limited  
 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).



**Neighbourhood Watch Public Liability Insurance**

<b>REGISTRATION DETAILS</b>
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**Your details:**

This information is the minimum required by us and your agent to administer your insurance policy

**Public Liability cover to start on:** 1 April 2010

**Neighbourhood Watch Association/Scheme for:** Crawley Neighbourhood Watch

**Contact Name:** Mr John Wright

**Position held within your Association/Scheme :** Chairman NHW Committee

**Contact Address:** 191, Rusper Road, Crawley

**Contact Postcode:** RH11 0HT

**Daytime Telephone no.:** 01293 540577

**E-mail Address:** john.w.wright@btinternet.com

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

**Number of Scheme Co-ordinators in your Association/Scheme:** 226

**Number of households in your Neighbourhood Watch catchment area:** 5800

## 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

For the purpose of the Data Protection Act 1998, the data controller in relation to the information you supply for this insurance is Ansvr, part of the Ecclesiastical Insurance Group. As a data subject you have a right under the Act to ask your data controller for a copy of personal data you have supplied and ask for inaccurate data to be corrected. Information you supply is used for purposes of administration by the insurer and its agents, by re-insurers and your insurance advisor. It may also be made available to regulators and ombudsmen as necessary. In deciding whether to offer insurance, its terms or assessing claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgements, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer, such as loss adjusters or investigators.

**Yes** We may write to you, or your agent, with details of other products or services available that may be of interest to you.

## Fraud prevention or detection

Subject to our compliance with current data protection legislation we may also share information with other insurers, companies or agencies, including the police authorities, for the purposes of fraud prevention, credit checking, confirmation of relevant facts, debt recovery, claims adjustment or investigation and otherwise in compliance with any legal requirement.



**Ansvr Insurance Company Limited**, Ansvr House, St Leonards Road, Eastbourne, East Sussex, BN21 3UR

## Neighbourhood Watch Public Liability Insurance

## THE SCHEDULE

Attaching to and forming part of the policy bearing the number entered below and written upon the Company's policy form FA35 (2010).

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 Association/Scheme for:** Crawley Neighbourhood Watch

**Reason:** New Business/Renewal/Endorsement

**Period of Insurance:** From 1/4/2010 to 31/3/2011 (for a period not exceeding 12 months)

**Policy Number:** BPP2166756/1000391

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

**Premium:** As agreed with your agent

**Contact Name:** Mr John Wright

**Contact Address:** 191, Rusper Road, Crawley

**Contact Postcode:** RH11 0HT

**Number of Scheme Co-ordinators in your Association/Scheme:** 226

**Number of households in your Neighbourhood Watch catchment area:** 5800

SECTION	COVER
PUBLIC AND PRODUCTS LIABILITY	OPERATIVE
Indemnity Limit	£5,000,000 (unless otherwise stated)
PERSONAL ACCIDENT	NOT OPERATIVE
Benefits	£0
Endorsement 1 – Street Patrol and Street Watch (Public Liability)	NOT OPERATIVE

**Date of Issue:** 1 April 2010

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).

## 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 your insurance advisor (Charities & Social Enterprise Insurance Management LLP (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 your insurance advisor (Charities & Social Enterprise Insurance Management LLP (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 your insurance advisor (Charities & Social Enterprise Insurance Management LLP (CaSE Insurance)) or us immediately by telephone, letter, fax or email.
- 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 your insurance advisor (Charities & Social Enterprise Insurance Management LLP (CaSE Insurance)) or Ansvar Insurance Company Limited.

You can make your complaint in writing or verbally to any manager at:

ANSVAR INSURANCE COMPANY LIMITED, Ansvar House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR

Tel: 0845 60 20 999 or 01323 737541 Fax: 01323 644082

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

We will acknowledge all complaints within five working days.

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

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

Tel: 0845 080 1800 Fax: 020 7964 1001

email: [complaint.info@financial-ombudsman.org.uk](mailto: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](http://www.fscs.org.uk)

FINANCIAL SERVICES COMPENSATION SCHEME, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN

Tel: 020 7892 7300

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

### **Helpline services**

DAS Legal Expenses Insurance Company Limited (DAS) provide these services 24 hours a day, 7 days a week during the period of insurance.

DAS will not accept responsibility if the Helpline Services fail for reasons DAS cannot control.

Please do not phone DAS to report a general insurance claim.

#### **EUROLAW COMMERCIAL LEGAL ADVICE**

DAS will give the policyholder confidential legal advice over the phone on any commercial legal problem affecting the charity, 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 policyholder confidential advice over the phone on any tax matters affecting the policyholder under the laws of the United Kingdom.

#### **TO CONTACT THE ABOVE SERVICES:**

Phone DAS on 0117 933 0688 quoting your policy number and reference HL/5105614

To help DAS check and improve their service standards, DAS record all calls.

#### **COUNSELLING**

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

#### **TO CONTACT THE COUNSELLING HELPLINE:**

Phone DAS on 0117 934 2121. These calls are not recorded.

## Useful addresses

### Ansvar Insurance Company Limited

Ansvar House, St Leonards Road  
Eastbourne,  
East Sussex, BN21 3UR  
Tel: 0845 60 20 999 or 01323 737541  
Fax: 01323 644082  
[www.ansvar.co.uk](http://www.ansvar.co.uk)

### Charities & Social Enterprise Insurance

**Management LLP (CaSE)**  
James House  
Emlyn Lane  
Leatherhead, Surrey  
KT22 7EP  
Tel: 0845 225 2288  
Fax: 0845 225 2295

### aQmen Limited

James House  
Emlyn Lane  
Leatherhead, Surrey  
KT22 7EP  
Tel: 0845 225 2288  
Fax: 0845 305 2052

### Association of British Insurers

Consumer Information Department  
51 Gresham Street  
London, EC2V 7HQ  
Tel: 020 7600 3333  
Fax: 020 7696 8999  
[www.abi.org.uk](http://www.abi.org.uk)

### The Financial Services Authority

25 The Colonnade  
Canary Wharf  
London, E14 5HS  
Tel: 020 7066 1000  
[www.fsa.gov.uk/mqi](http://www.fsa.gov.uk/mqi)

### DAS Legal Expenses Insurance Co. Ltd

(DAS)  
DAS House, Quay Side  
Temple Back, Bristol, BS1 6NH  
Tel: 0117 934 2000  
Fax: 0117 934 2109  
[www.das.co.uk](http://www.das.co.uk)

### National Council For Voluntary

#### Organisations (NCVO)

8 All Saints Street  
London, N1 9RL  
Tel. Help Line: 0800 279 8798



FORM No. F.A. 35 (2010)

## 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

### **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, and provided always that such visits do not encompass actual participation in manual work
- 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

Community activities do not include:

1. Boat Watch, House Watch, Pet Watch or Speed Watch

2. installation, siting or maintenance of any:
  - a) surveillance or close circuit television installation
  - b) safes or strongrooms
3. **street patrols** (including Street Patrol and Street Watch)
4. motor vehicle window etching
5. any community activities undertaken away from a school or educational premises involving any person under the age of 16 who is under **your** direct supervision

#### **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 a volunteer

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

#### **event**

- conferences, seminars, meetings, exhibitions, stalls, fetes, fairs, 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), conference, 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

#### **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 **community 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 **community activities**

The following are not included as **products**:

- second-hand products

**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

**street patrols**

**your employees** whilst patrolling **your** Neighbourhood Watch area in connection with Street Patrol, Street Watch or similar schemes that are registered with and undertaken with the permission of the police authorities, provided that they:

- undertake only such activities and duties that have been authorised by the police authorities;
- are not undertaken under the express supervision and control of the police authorities or any Police Community Support Officer;
- are not undertaken with accompanying police authority presence (including Police Community Support Officers)

***territorial limits***

England, Wales, 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 Company Limited

***you / your / insured / policyholder***

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

**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:

- **bodily injury** to any person
- **damage** to material property
- 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 **community activities** and happening:

- within the **territorial limits**
- within 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 **community 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. work
    - 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 from an agreement unless liability would have existed without the agreement.
- 4. Fines or penalties.

5. Punitive, exemplary, aggravated or multiplied damages.
6. Liquidated damages.
7. Any compensation awarded by a court of criminal jurisdiction.
8. Liability arising from the incorrect installation, siting or maintenance of any fire or security equipment.

## Extensions to Section 1 Public and Products Liability

### 1. INDEMNITY TO OTHER PEOPLE

#### 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 **insured**, **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 the **community activities**, the cover provided under this policy 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** or **damage** to property arising out of the use by any **employee** of any motor vehicle in connection with **community activities**.

## 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. 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. 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.

**IMPORTANT NOTE** 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 the **community 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 the **community 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 director of the **community activities** 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 the **charitable 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**, any director or partner of the **community activities** 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.

### Claims settlement for Section 1 Public and Products Liability

#### LIMITS

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

- all **claims**, including **costs and expenses**, in any one **period of insurance** caused by **products**
- all **claims**, including **costs and expenses**, in any one **period of insurance** arising from pollution or contamination
- any **claim**, including **costs and expenses**, for liability other than relating to **products** or pollution or contamination
- any **claim**, including **costs and expenses**, under Cross Liabilities (Extension 2) in total to all parties

is the Indemnity Limit shown in the schedule.

## Section 2 Personal Accident

**IMPORTANT NOTE** 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. 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

### WHAT IS COVERED

**We** will pay the amount of benefit shown in the schedule of compensation if any **employee** while working for **you** in connection with **community activities** sustains accidental **bodily injury** caused by external violent and visible means during the **period of insurance** which within 24 months is the sole cause of death or disablement as detailed in the schedule of compensation.

### WHAT IS NOT COVERED

1. Accidental **bodily injury**:
  - a. consisting solely of illness, disease or disorder
  - b. to any person whose age is under 16 (unless otherwise varied in the schedule) or more than 85 years at the time of the **bodily injury**
  - c. sustained outside the **territorial limits**
  - d. arising directly or indirectly from Acquired Immune deficiency Syndrome (AIDS) or any AIDS related condition
  - e. caused by **you** or any director or **employee**:
    - i. engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motorscootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling
    - ii. committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life
    - iii. being under the influence of intoxicants or drugs unless under medical supervision
    - iv. being pregnant or giving birth
  - f. resulting from any accident in connection with:
    - i. powered woodworking machinery other than portable hand tools
    - ii. the use of scaffolding
    - iii. tree felling and the lopping and topping of tree
2. Any **claim** directly or indirectly caused by resulting from or in connection with **terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. If **we** allege that by reason of this exclusion any **claim** is not covered by this section the burden of proving the contrary shall be upon you.

### SCHEDULE OF COMPENSATION FOR SECTION 2 PERSONAL ACCIDENT

any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection,

military or usurped power.

	BENEFITS		
	Persons aged 16 to 75 years	Persons aged 76 to 80 years	Persons aged 81 to 85 years
1. Death	£10,000	£5,000	£1,000
2. permanent total disablement, being either:			
a) total and permanent loss of use of one or more entire hands or feet	£10,000	£5,000	£1,000
b) total and irrecoverable loss of sight in one or both eyes	£10,000	£5,000	£1,000
c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing	£10,000	£5,000	£1,000
d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation	£10,000	£5,000	£1,000

## Claims settlement for Section 2 Personal Accident

### LIMITS

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

- Only one of benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under benefit 2 this section will cease to apply to the injured person concerned.

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

### 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 caused by or contributed to by:

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

#### 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.

### 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 section 2 (Personal Accident).

### 4. POLLUTION OR CONTAMINATION

In respect of any cover or extension under this policy 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.

### 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 section 2 (Personal Accident).

## 7. ASBESTOS

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** usual **charitable 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 section 2 (Personal Accident).

## 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.

## 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** may cancel this policy by giving **us** written instructions.

Provided:

- a. no **claim** has been made during the current **period of insurance**, and
- b. there is no Long Term Undertaking in force,

**we** will refund the premium for the remainder of the **period of insurance**.

- **Our** right to cancel

**We** may cancel this policy by giving 14 days notice in writing 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. 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.

### 4. CLAIMS PROCEDURE (YOUR DUTIES)

When **you** become aware of a possible **claim** under this policy **you**:

- shall (at **your** expense):
  - a. notify **us** immediately
  - b. within 30 days advise **us** in writing giving full details, and complete **our** appropriate claim form
  - c. give all assistance, information and documentation **we** may reasonably require within any timescales **we** may set at the time
  - d. send to **us**, unanswered, every writ, summons or other communication immediately it is received
  - e. send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
  - f. if **we** require, provide to us a statutory declaration of the truth of the claim.
- shall not:
  - a. admit, deny, negotiate or settle a **claim** without **our** written consent
  - a. abandon any property to **us**.

### 5. CLAIMS PROCEDURE (OUR RIGHTS)

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

- at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- to settle any liability **claim** by payment of the Indemnity Limit (less any sum or sums already paid or incurred) or any less amount for which, at our discretion, the **claim** can be settled. **We** will then relinquish control of the **claim** and be under no further liability.
- to arrange a post mortem at **our** expense in the event of a death benefit **claim** under the Personal Accident cover.

### 6. OTHER INSURANCE

- In respect of cover under section 1 (Public and Products Liability) **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 cover under section 2 (Personal Accident), 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.

## 7. 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.

## 8. 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.

## 9. REASONABLE CARE

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

- prevent or minimise **damage** or **bodily injury**
- 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.

## 10. 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 the community activities
- **your** interest ceases, except by will or operation of law
- if 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.

## 11. 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.

## 12. 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 or approved by **your**

local police authority to carry on the business of the Neighbourhood Watch movement.

In the event of a **claim**, **you** will be required to produce evidence of **your** Neighbourhood Watch registration or provide evidence that you are registered with **your** local police who have approved **you** to carry on the business of the Neighbourhood Watch movement in England and Wales

## Standard Endorsement

The following extension is added to section 1 (Public and Products Liability).

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 the **charitable 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:
  - . 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
  - a. 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.

**IMPORTANT NOTE** The following endorsement is only operative if stated within the schedule to this policy and the premium has been agreed or paid. If you would like a quotation to have this cover included in your policy, please contact your insurance advisor:: CaSE Insurance - Tel: 0845 225 2288

#### 1. STREET PATROLS (PUBLIC LIABILITY)

The following extension is added to 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 **bodily injury or damage** to material property arising out of **street patrols**.

##### WHAT IS NOT COVERED

1. The first £100 of each **claim** for **damage** to material property.
2. Liability arising from:
  - a. any obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement
  - b. citizens' arrests
  - c. Speed Watch
  - d. any traffic control or direction
  - e. parking enforcement.

ANSVAR INSURANCE COMPANY LIMITED

Registered Office: Beaufort House, Brunswick Road, Gloucester, GL1 1JZ Registered No: 661060 England

Member of Association of British Insurers (ABI) and Financial Ombudsman Service (FOS)

Ansvar is Authorised and Regulated by the Financial Services Authority (FSA). Our FSA Register number is 202019.

To check these details on the FSA's Register: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). Tel: 0845 606 1234

