

SUMMARY OF COVER



## CaSE Charity Insurance | Policy Summary

Charities, Social Enterprises, Care & Healthcare Organisations, Community and Resident Groups, Voluntary Groups, Faith Groups, Associations, Societies, Unions, Clubs and other Not-for-Profit and Public Benefit organisations.

aQmen Underwriting Services (a trading name of Q Underwriting Services Ltd.) is a specialist insurance provider and risk management partner for charities, voluntary organisations, social enterprises and faith-based organisations, and was formed originally as a joint venture between key organisations involved in the not for profit sector. CaSE Insurance is now the name of a range of specialist insurance policies which have been designed to meet the needs of charities, social enterprises, voluntary organisations, community groups, faith-based organisations and places of worship

At aQmen Underwriting Services we only insure charities and social enterprises. The CaSE Combined Insurance Policy provides extremely broad cover and because we recognize the diverse nature of the sector we can provide the assurance that we understand its needs. In particular, this includes defining volunteers as employees, extending public liability cover to automatically include work away from the main premises and accepting a wide range of activities and events that other standard commercial policies may not cover.

With our insurer partners aQmen Underwriting Services will always aim to offer the right cover, excellent service and the lowest possible premium.

# **Policy Summary**

The CaSE Combined Insurance Policy has been specifically tailored to provide a **full suite of covers in an easy-to-understand 'menu'** from which charities and social enterprises can choose a variety of combinations to suit their particular needs. And as those needs change, so the policy can be adapted.

By combining such covers into one policy, charities and social enterprises can gain greater value for money and benefit from easier administration.

- Property Damage
- Business Interruption
- Specified Business Equipment
- Terrorism
- Equipment Breakdown
- Money and Personal Assault
- Fidelity Guarantee
- Goods in Transit
- Employers Liability for Employees and Volunteers
- Public Liability including Care & Treatment
- Products Liability

- Loss of Licence/Registration
- Motor No Claims and Excess Protection
- Group Personal Accident
- Legal Expenses
- Professional Indemnity
- Trustees, Governors and Directors Liability
- Cyber and Property Damage Loss Recovery

Please see individual sections for information about insurers

## Please read this document carefully

This is a summary of the cover provided by the CaSE Combined insurance Policy. It contains references to the key features and benefits of the policy, as well as references to significant or unusual exclusions and limitations. It does not contain the full Policy definitions, terms, exclusions and conditions and it is important that you read these fully before making any decision about your business insurance. These can be found in the Policy document, a copy of which is available from your advisors.

# Risk Management Requirements & Policy Restrictions

Risk Management is a partnership between you, your advisors and the Insurers.

The Policy contains various restrictions, warranties, and conditions, some of which are precedent to the liability of Insurers, intended to either clarify the intent of cover or encourage good risk management practice.

You should try wherever possible to document your procedures, processes and risk management practices.

#### 'Claims Made' Basis \*

Elements of cover under this Policy are on a 'Claims Made' basis. This means that the Policy responds to claims first made against you during the insurance policy period for something which either happens during the policy period or which happened in the past and which only becomes apparent as a claim during the policy period, but it will not cover you for anything which happened prior to the retroactive limitation date which applies. So it is important that you pay close attention to any applicable Retroactive Date.

If you have any questions or concerns, please raise these with your advisors

## Aims of the policy

This policy is intended to provide you with protection against many of the risks you face. We aim to ensure that the critical risks you are exposed to are covered by this Policy and that you receive adequate financial compensation following an insured event taking place.

#### Your commitment

Please remember you must make a fair presentation of the information you provide us which includes every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we may need to make further enquiries. Failure to do so could affect the extent of cover provided or invalidate the Policy altogether.

The Policy is issued for a 12 month period unless agreed otherwise. You should review your sums insured on a regular basis as inadequate sums insured could adversely affect any claim.

#### **Our obligations**

We undertake to provide cover to you according to the terms of the Policy Schedule and the accompanying Policy document. Please make careful note of all the exclusions, conditions and limits of cover, so that you are clear about what you might expect in the event of a claim.

Cover under this Policy is subject to specific limits and excesses. Please refer to your advisors for full details.

## **Index Linking**

The sums insured for Property Damage and Specified Business Equipment will be indexed automatically, unless stated otherwise, in line with overall trends regarding building costs and inflation. At each renewal the premium will be calculated using the new sums insured. Should the index fall below zero the sum insured will not be reduced.

**Note:** Index-Linking helps to protect you against inflationary increases, such as the cost of rebuilding or the cost of replacing items lost or damaged during the period of repair or reinstatement. If you are not adequately insured, the amount of your claim may be reduced in proportion to the amount you are "underinsured".

It is important that when you arrange your coverage that the sums insured are set at the correct level and if you are in any doubt you should seek expert advice, it is also important to review your coverage on a regular basis to take account of changes to the Buildings and items purchased or disposed of etc. This Section provides All Risks cover including accidental damage for business assets such as buildings, contents, stock in trade and rent.

Cover	Limits	Main Exclu	ısions
All Risks including damage caused by  ✓ Fire, Lightning, Explosion, Earthquake, Storm and Flood	As specified Sums insured should be based	<ul><li>Excesses as specified</li><li>Unexplained disappea</li><li>Damage to unoccupie</li></ul>	arance d buildings caused
<ul> <li>✓ Theft</li> <li>✓ Escape of water</li> <li>✓ Impact by road vehicles or animals</li> <li>✓ Accidental or malicious damage</li> <li>✓ Impact by aircraft or other aerial devices</li> <li>✓ Riot or civil commotion</li> <li>✓ Strikers, locked-out workers or persons taking part in labour disturbances</li> </ul>	on re-instatement or replacement values	by escape of water or  × Damage caused by:  × defective design o deterioration, wear  × theft of any item ov involving forcible a  × theft of property in outbuildings unless  × mechanical or elect  × weather to movabl open, including fer	r materials, gradual r and tear ver £25,000 unless and violent entry the open or s specified ctrical breakdown e property in the
Extensions applicable to this Section unless stated otherwise:		Limit per occurrence	In the aggregate
✓ Deterioration of refrigerated stock ✓ Exhibitions and business events ✓ Documents, manuscripts and business books ✓ Items left in the open – any one Premises ✓ Works of art (up to £1,000 per item) ✓ Wines, spirits, cigarettes and tobacco goods ✓ Personal effects: a non-resident b resident		£2,500 £25,000 £10,000 £5,000 £1,000 £1,000	£5,000 £25,000 £10,000 £5,000 £5,000 £1,000
<ul> <li>Computer Records in respect of the data media reproducing such records</li> </ul>	and cost of	£25,000	£25,000
<ul> <li>✓ Patterns, models, moulds, plans and designs</li> <li>✓ Hired-in Property and Property on Loan</li> <li>✓ Contract Works</li> </ul>		£25,000 £2,500 £100,000	£25,000 £10,000 £100,000

#### Other Automatic Extensions - please refer to the full list and further details in the Policy (pages 7 to 11)

- ✓ Additional costs to maintain usability of the premises following damage -£25,000 or 5% of the sum insured
- ✓ Breakage of Glass, sanitary fittings, frames etc and the cost of boarding up £10,000
- ✓ Capital additions, alterations & improvements 10% of sum insured or £10,000 Contents, £500,000 Buildings
- ✓ Bequests, donations and prizes etc. £250,000
- ✓ Changing locks £5,000
- ✓ Drain clearing following Damage reasonable expenses
- ✓ Landscaped grounds damage caused by emergency services £25,000
- ✓ Loss of metered water and/or gas charges related to following damage £25,000
- ✓ Contents and Computer Equipment away from the Premises for up to 14 days £5,000 (£250 any one person)
- Temporary removal of contents, computer equipment, computer records and documents from the premises for repair
   each for 15% of the relevant sums insured
- ✓ Temporary repair costs following Damage to insured Buildings up to the agreed sum insured.
- Trace and access for any leak and repairing damage following escape of water or leakage from a fuel tank £25,000
- ✓ Seasonal increase of up to 25% for Stock for before, during and after a Business Event or Public Holiday

#### **Special Extension**

Day One Basis - 25% uplift to the Declared Value of Buildings and Contents in the event that re-instatement costs exceed the sum insured

## Special Clauses – please refer to the full list and further details in the Policy (page 7)

- > Second Hand Stock In Trade up to the price paid or up to the replacement value for donated items
- > Floating Sums Insured if Property sums insured are not identified specifically as applying to any one or more Premises, they are applicable to all Premises insured

## **Section 2** Business Interruption

Insurer: Aviva Insurance Limited

This Section provides insurance for losses caused by interruption to your activities following damage or loss to insured property where that property is covered under Section 1.

	Cover	Limits	Main Exclusions
<b>✓</b>	All Risks cover is available for Additional Expenditure incurred such as removal and alternative accommodation costs	As specified	<ul> <li>The exclusions for this section are broadly in line with Section 1</li> <li>Plus</li> </ul>
<b>✓</b>	Consequential loss as a result of loss or damage of Electronic Data	£50,000	If the business is wound up or carried on by a liquidator, cover provided by this section will cease     Following a loss the Insured must take all reasonable action to avoid any interruption to the business

#### **Automatic Extensions**

- ✓ Denial of access £25,000 (Select 10, 20 and 40 £10,000)
- ✓ Disease, infestation and defective sanitation £25,000 (Select 10, 20 and 40 £10,000)
- ✓ Public utilities 10% of sum insured up to £25,000 (Select 10, 20 and 40 £10,000)
- ✓ Unspecified Customers 5% or up to £5,000
- ✓ Unspecified Suppliers 5% or up to £25,000 (Select 10, 20 and 40 5% or up to £10,000)
- ✓ Bomb Hoax £5,000
- √ Key person (death of patron) £10,000

## Other types of Business Interruption covers available

- ✓ Loss of Gross Profit
- ✓ Loss of Revenue
- ✓ Outstanding Debit Balances (Book Debts)
- ✓ Loss of Rent Receivable

## Section 3 Business Equipment All Risks

Insurer: Aviva Insurance Limited

Cover	Limits	Main Exclusions and Conditions
All Risks indemnity cover for accidental damage to specified goods and business equipment at or away from the premises including:  ✓ Portable electronic equipment including Laptop Computers & Ancillary Equipment, Photographic, Video & Audio Equipment, Mobile Phones  ✓ Other business equipment items	As specified	Exclusions  x Excesses as specified  x Damage caused as stated in Section 1  x Computer systems' records  x Loss from unattended vehicles unless fully secured and, if loaded overnight, kept in a locked or supervised garage.

#### **Extension**

Hired-in Property and Property on Loan for which you are responsible - £2,500

#### Note

Cover is for normally provided anywhere within the United Kingdom but can be extended to Europe or Worldwide if required

#### **Applying to:**

Section 1 Property Damage, Section 2 Business Interruption and Section 3 Specified Business Equipment

## Cover

- ✓ Incompatibility of Computer Records £50,000
- √ Repair Investigation Costs following Damage to Computer Equipment £25,000
- ✓ Loss of Interest following Damage to Computer Equipment £25,000

## Section 4 Terrorism

Cover	Limits	<b>Main Exclusions and Conditions</b>
<ul> <li>✓ Covers losses caused by damage under</li> <li>Section 1 for Property Damage</li> <li>Section 3 for All Risks Specified Property</li> <li>And/or</li> <li>✓ Any consequential loss under Section 2 for</li> </ul>	As specified	Virus, Hacking, Phishing or Denial of Service Attack except which causes damage to property by direct result of certain specified perils, other than by any organisation, persons acting on behalf of or in connection with government of any nation, country or state
Business Interruption		Riot, civil commotion, or war risks
as a result of Acts of Terrorism		Residential Property insured in the name of a Private Individual
		Nuclear Installation or Nuclear Reactor
		Conditions
		Cover only applies for losses in England, Wales or Scotland and as certified by the Treasury

# Section 5 Equipment Breakdown

Insurer: Aviva Insurance Limited

Cover	Limits	Main Exclusions and Conditions
<ul> <li>✓ Direct physical loss following electrical or mechanical breakdown (including explosion or collapse) of covered equipment for losses defined in Sections 1, 2 and 3</li> <li>✓ Covers operator error.</li> </ul>	Aggregate limit as stated on the Schedule	Conditions  × The Insured shall maintain a minimum of 2 generations of back-up Computer Records and Software taken at intervals no less frequently than every 48 hours, one copy as a minimum being held off site
✓ No maintenance warranties		Exclusions
<ul> <li>✓ No age limitation on equipment or plant.</li> </ul>		× Excess
<ul> <li>✓ Equipment covered includes:</li> <li>Lifts &amp; Lifting Plant, Steam Boilers, Pressure</li> <li>Vessels, Pumps, Motor &amp; Fans, Generators, Boiler</li> </ul>		<ul> <li>Manufacturing, Production or Process Equipment, Mobile Plant and Equipment, Contractors Equipment</li> </ul>
Firing Units, Air Conditioning, Office Equipment,		<ul> <li>Wilful act or wilful neglect of the insured.</li> </ul>
including Copiers, Printers and Faxes, Building		× Loss arising from
Management Systems, Computers, Computer System Records, Telecommunications Equipment,		× Fluctuation in power supply
Transformers, Electrical Distribution Systems, Security Systems, Fire Suppression Systems,		<ul> <li>the use of Software where development has not been finalised</li> </ul>
Kitchen Equipment, Entertainment, Audio and Visual Equipment (non-domestic), Storage Tanks		<ul> <li>programming errors or design defects in Software</li> </ul>
<ul> <li>loss of contents, Non specific Plant, Heating, Lighting and Ventilation Systems, Refrigeration</li> </ul>		<ul> <li>Value to the Insured of data stored on the Computer Equipment</li> </ul>
Equipment, Security Systems and Fork Lift Trucks (used by the insured at their premises)		× Failure of any telecommunications system
Trucks (used by the insured at their premises)		<ul> <li>Consequential loss except as expressly provided for</li> </ul>
Extensions:	·	
<ul> <li>✓ Damage caused by Hazardous Substances (including clean Up costs)</li> </ul>	£10,000	
✓ Computer Equipment:	£250,000	
√ Reinstatement of Data	£25,000	
✓ Increased Costs of Working	£25,000	
✓ Business Interruption	£30,000	
✓ Expediting Expenses for extra costs	£20,000	
✓ Hire of Substitute Item	£5,000	
✓ Storage Tank Contents/ Loss of Oil	£7,500	
✓ Loss Avoidance Measures	£5,000	

A - Money Cover	Limits	Main Exclusions and Conditions
<ul> <li>✓ Loss of Money including coinage and bank notes as well as cheques, postal orders, savings stamps and premium bonds</li> <li>✓ Unauthorised or fraudulent use of credit or debit cards (other than by an Employee)</li> </ul>	See below £1,000	Exclusions  × Excesses as specified  × Unexplained shortages  × Loss from an unattended vehicle  × Loss of money while in the control of a
Money is covered while  ✓ At the insured premises during business hours  ✓ In transit or night safe  ✓ In a locked safe  ✓ In the home of an authorised Person Employed  ✓ In the premises outside business hours not in a locked safe  ✓ In the personal custody of an authorised Person Employed at a Business Event  ✓ In any machine operated by coins, bank notes or credit cards	£5,000 £5,000 £5,000 £2,000 £500 £2,000	Loss of money while in the control of a security company unless agreed  Conditions      Outside business hours tills must be left open and empty      Money over £5,000 in transit must be accompanied by persons as specified in the policy

Extension: Specified Sums Insured are increased by 100% for up to 7 days around the period of a Business Events – up to 3 periods a year

#### **B - Personal Accident Assault Cover**

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Covers death/injury to an insured person as a result of an assault in the course of their duties for:	As specified	Exclusions  × Any person under 14 or over 85
✓ Death		<ul><li>Any injury arising out of a pre-existing</li></ul>
✓ Total disablement		condition
✓ Temporary disablement		<ul> <li>Any naturally occurring condition or degenerative process</li> </ul>
Also		degenerative process
✓ Damage to clothing	£500	Conditions
✓ Medical Expenses	20% of Weekly	<ul> <li>Following injury the injured person must be under medical care</li> </ul>
	Benefits to a	A claim must be notified within 7 days
	maximum of £1,000	<ul> <li>Benefits shall only be paid upon production of medical evidence</li> </ul>

## **Section 7** Fidelity Guarantee

Insurer: Aviva Insurance Limited

Cover	Limits	Main Exclusions and Conditions
✓ Loss of Money or other property through any dishonest, fraudulent or criminal act of any Employee whether committed by the Employee alone or in collusion with other persons	As specified	<ul> <li>Exclusions</li> <li>Excess as specified</li> <li>Loss of interest or consequential loss</li> <li>Loss caused prior to the inception of this insurance</li> <li>Any unexplained shortages</li> <li>System of Check &amp; Supervision Conditions</li> <li>Reference requirement</li> <li>Cheque Signing and Electronic Bank Transfers must have 2 authorised signatories for amounts above £5,000</li> <li>General Accounting Checks</li> <li>Stock in trade and relative takings shall be checked monthly</li> </ul>

## **Automatic Extensions**

- ✓ Auditors and professional fees incurred for the purpose of submitting and quantifying a loss
- ✓ Re-writing of Records
- ✓ Previous Insurance
- ✓ Temporary Agency Staff and Unidentified Employee(s)

Cover	Limits	Main Exclusions and Conditions
✓ Loss or damage to insured goods whilst in transit	As specified	Exclusions  Excesses as specified  High value and dangerous property  Damaged caused by defective or inadequate packaging  Shortages or unexplained disappearance.  Theft from open backed/soft-sided or soft-topped vehicles  Employee dishonesty  Variation in temperature  Conditions  Unattended vehicles must be fully secured with all windows and doors closed and locked or supervised garage  Proof of dispatch

## **Automatic Extensions**

- ✓ Removing debris and dismantling of insured goods
- ✓ Removing or reloading insured goods -£500
- ✓ Clothing and personal effects £500
- ✓ Tools and travellers samples £500

## Section 9 Employers' Liability

Insurer: Aviva Insurance Limited

Cover	Limits	Main Exclusions
✓ Legal liability and agreed costs for damages and claimants costs in respect of any person employed (including trustees and volunteers) within Territorial Limits arising out of and in the course of their employment	£10,000,000 indemnity or as specified any one claim	<ul> <li>Road traffic legislation</li> <li>Offshore work</li> <li>Any loss arising from employment disputes</li> <li>Employees not resident within based overseas</li> </ul>
<ul> <li>✓ Temporary engagements overseas for agreed Business Activities</li> <li>✓ Injury caused as a result of Terrorism</li> </ul>		<ul> <li>Conditions</li> <li>Indemnity is subject to requirements of legislation relating to compulsory insurance of legal liabilities</li> </ul>

#### **Automatic Extensions**

## **Unsatisfied Court Judgements**

✓ In the event of work-related injury or illness and a judgment for damages against a third party operating within Territorial Limits remains unsatisfied

## **Special Note**

> Cover only applies to legislation enacted in the Territorial Limits of Great Britain, Northern Ireland, Channel Islands or Isle of Man

Please see further details of cover also applying to Public and Products Liability on page 9

Cover	Limits	Main Conditions and Exclusions
<ul> <li>✓ Legal liability for damages and costs in respect of accidental injury to person, accidental damage to property or accidental nuisance occurring in connection with the business of the Insured as well as legal costs incurred</li> <li>Please see Page 16 for guidance regarding permitted activities.</li> </ul>	As specified	Exclusions  × Injury sustained by any Person Employed  × Any loss resulting from  × pollution and/or contamination (gradually operating)  × the use of vehicles where compulsory insurance required  × the use of any vessel or craft exceeding 4 metres in length  × Property in the care, custody or control of
		the insured  × Offshore work
		<ul> <li>Cyber liabilities</li> </ul>
		<ul> <li>Injury by one participant to another whilst taking part in contact sport</li> </ul>

#### **Automatic Extensions (unless stated otherwise)**

- ✓ Contingent Motor Liability
- ✓ Overseas Personal Liability if insured is temporarily outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man but excluding USA or Canada
- ✓ Data Protection (as specified up to £1,000,000) ("Claims Made")
- ✓ Defective Premises Act 1972
- ✓ Libel and Slander (for actions brought within Territorial Limits up to £250,000) ("Claims Made")
- ✓ Wrongful Arrest
- ✓ Indemnity of Member to Member
- ✓ Organised Protests, Marches and Demonstrations (subject to advanced written approval such as by the Police)
- ✓ Hirers' Liability with a limit up to £1,000,000

#### Condition - Care and Risk Management Condition in regard to Health & Safety and Safeguarding procedures

- Written policies and procedures in accordance to National Minimum Care Standard for safeguarding against abuse and assault
- ✓ Any persons responsible for unsupervised access to any persons in your care:
  - Disclosure Barring Service checks
  - Undergoes appropriate induction and training every 3 years
- ✓ Ensure all reasonable measures to retain for at least 15 years:
  - DBS checks and written engagement records
  - training records
  - accident and report registers
  - records of alleged, actual or threatened Abuse
  - any referral, assessment, treatment and care plans

## Alternative Optional Endorsement: Abuse – Exception and Grant Back Endorsement\* ("Claims Made")

✓ Alternative Optional Endorsement provides cover for Abuse on a "claims made" up to the agreed limit on the Schedule. Please see the Policy for full details.

Please see further details of cover also applying to Employers' and Products Liability on page 10

Cover	Limits	Main Exclusions
Legal liability for damages and costs and expenses in respect of costs and expenses for accidental injury or accidental damage to property caused by any product	As specified	<ul> <li>Loss due to product recall, removal, repair, alteration, reconditioning, replacement or reinstatement</li> </ul>
		<ul> <li>Loss arising from any product which is used in any craft designed to travel through the air or space or in the safety or navigation equipment of marine craft</li> </ul>
		<ul> <li>Pollution and or contamination (gradually operating)</li> </ul>
		<ul> <li>Any loss arising from</li> </ul>
		<ul> <li>advice, design or specification (normally insured under a Professional Indemnity policy)</li> </ul>
		× North American exports unless agreed

✓ Defence of proceedings brought in respect of the Consumer Protection Act

## Applying to Section 9, Section 10 and Section 11 Employers', Public and Products Liability

#### Cover

- ✓ Automatic Acquisitions
- ✓ Corporate manslaughter legal defence costs with limits as specified
- ✓ Health and Safety at Work legal defence costs
- ✓ Compensation for Court Attendance: Trustees & Officers £500 per day / Employees £250 per day
- ✓ Indemnity to Principals for whom the Insured is carrying out a contract

## **Condition**

> System to ensure all concessionaires, suppliers and sub-contractors have sufficient legal liability insurance cover

## Applying to Section 10 and Section 11 Public and Products Liability

Cover	Limits	Main Exclusions
<ul> <li>✓ Care and Treatment for specified activities:</li> <li>✓ Emergency First Aid</li> <li>✓ Care and treatment including as administered in the full accordance of a prescriber nurse or medical or dental practitioner</li> </ul>	As specified	<ul> <li>£2,500 excess</li> <li>Medical treatment provided by medical or dental practitioners in their professional capacity</li> </ul>
✓ Tenants Liability – Hired or Rented Buildings		
✓ Pollution or Contamination		<ul> <li>Any losses not arising from a sudden and accidental event</li> </ul>
✓ Food and Safety Act legal defence costs		
✓ Legionellosis ("Claims Made")	£1,000,000	
✓ Financial Loss ("Claims Made")	£250,000	× Minimum £2,500 excess
✓ Advertising Liability including libel and slander as well as infringement of copyright ("Claims Made")	£250,000	

#### Condition

- All Concessionaires, Suppliers and Bona Fide Sub-contractors engaged under their own trading name should have an appropriate levels of Employers', Public and Products Liability insurance in place
- > Child Minding and Crèche activities should have a written system of check to ensure provision of First Aid, visual identification of those who have special medical and/or dietary requirements, and emergency evacuation procedures

## Section 12 Loss of Licence and/or Registration Certificate

Insurer: Aviva Insurance Limited

Cover	Limits	Main Exclusions
✓ Costs and expenses in connection with any appeal against any Loss of Licence or Registration Certificate and any resulting depreciation in value of the business beyond your control	As specified	Compensation under statute     Loss or expenses due to:     compulsory acquisition of the premises     any scheme of town or country planning     subsequent legislation     any act or omission or failure by the Insured to take reasonable steps to maintain the licence

## Section 13 Motor No Claims Discount & Excess Protection

Insurer: Aviva Insurance Limited

Cover	Limits	Main Conditions
Indemnity to the insured for the following loss or reduction under private car motor insurance held by an Insured Person:	£500	<ul><li>Written register</li><li>System of check to ensure compliance</li></ul>
✓ No Claims Discount		
✓ Excess	£250	
as a result of an accident involving a private motor car, which at the time being used whilst acting as a Voluntary Driver	£5,000 in the aggregate	

## **Section 14** Group Personal Accident

Insurer: Aviva Insurance Limited

Cover	Limits	Main Exclusions
<ul> <li>✓ Bodily injury in the course of employment occurring anywhere within the geographical limits</li> <li>Automatic extensions</li> <li>✓ Disappearance Clause</li> </ul>	Capital sums and weekly benefits as specified	<ul> <li>Any person under 14 or over 85</li> <li>Engaging in or taking part in specified hazardous activities</li> </ul>
<ul> <li>✓ Suicide – replacement recruitment costs</li> <li>✓ Hospital Benefit</li> <li>✓ Coma Benefit</li> </ul>	£10,000 £50 per day £50 per day	
<ul><li>✓ Re-training &amp; Rehabilitation</li><li>✓ Funeral expenses</li></ul>	£10,000 £5,000	

## **Schedule of Compensation for Medical Expenses**

- ✓ Death, Permanent Total Disablement or Permanent Loss of Sight and/or Loss of Limbs £15,000
- ✓ Temporary Total Disablement £100 per week up to 104 weeks
- ✓ Temporary Partial Disablement £25 per week up to 104 weeks
- ✓ Medical Expenses following an Accident 20% of Weekly Benefits up to a maximum of £1,000

Helpline Services are available 24 hours a day seven days a week for: Legal Advice; Tax Advice; Counselling. Online Services include: Employment Manual Business Law advice.

Cover	Main Exclusions		
Legal Protection	× Claims that have a less than reasonable prospect of success		
(No excesses unless specified)	<ul> <li>Any claim not reported within 180 days becoming aware of incident</li> <li>Incidents that occur outside the Policy, or specified minimum, periods</li> </ul>		
<ul> <li>✓ EMPLOYMENT DISPUTES</li> <li>Before the issue of legal proceedings</li> <li>Under the ACAS Arbitration Scheme</li> <li>Employment contract disputes</li> <li>Alleged breach of statutory rights</li> </ul>	<ul> <li>Personal injury or property damage</li> <li>Transfer of Undertakings or Transfer of Employment</li> </ul>		
✓ EMPLOYMENT COMPENSATION AWARDS (Up to a total limit of £1,000,000)	<ul> <li>Trade unions; pregnancy, maternity/paternity, parental rights; health &amp; safety related dismissals; trustees of employee pension schemes</li> <li>Non-payment of money due</li> </ul>		
- Any basic and compensatory award  ✓ Breach of statutory duties	<ul> <li>Failure to provide records under National Minimum Wage legislation</li> <li>Failure to comply with a current or previous tribunal recommendation</li> <li>Employee civil legal defence / Service occupancy</li> </ul>		
<ul> <li>✓ LEGAL DEFENCE</li> <li>Criminal pre-proceedings or defence</li> <li>Data protection</li> <li>Wrongful arrest</li> <li>Statutory notice appeals</li> <li>Jury service and court attendance</li> </ul>	<ul> <li>Infringement of road traffic laws or regulations</li> <li>Licence, mandatory registration or B.S. Certificate of Registration</li> <li>Statutory Notice issued by a regulatory or governing body</li> </ul>		
<ul><li>✓ STATUTORY LICENCE APPEAL</li><li>Statutory or regulatory authority, court or tribunal</li></ul>	<ul><li>Assistance with any application process</li><li>Ownership, driving or use of a motor vehicle</li></ul>		
<ul> <li>✓ CONTRACT DISPUTES</li> <li>✓ Purchase, hire, sale or provision of goods or services.</li> </ul>	<ul> <li>Agreements entered into prior to the first 90 days of cover</li> <li>Settlements payable under an insurance policy</li> <li>Sale, purchase, terms of a lease, licence, or tenancy of land or buildings</li> <li>Loan, mortgage, pension, or any other financial products</li> <li>Motor vehicles</li> <li>Contract of employment</li> <li>Sale, purchase or provision of computer hardware, software, systems or services</li> <li>Professional duty by an insured person.</li> <li>Recovery of money and interest due from another party, other than when a defence is indicated</li> </ul>		
<ul> <li>✓ PROPERTY PROTECTION</li> <li>In the event of physical damage</li> <li>Legal nuisance</li> <li>Trespass</li> </ul>	Contracts the Insured has entered into     Goods in transit or goods lent or hired out     Goods at third party premises unless for the purpose of installations or use in work to be carried out     Mining, subsidence     Defending legal rights except defending a counter-claim     Motor vehicles     Enforcement of a covenant		
<ul><li>✓ PERSONAL INJURY</li><li>In the event of a sudden accident</li></ul>	<ul> <li>Psychological injury or mental illness</li> <li>Claims arising from the use or ownership of a motor vehicle</li> <li>Defending legal rights other than defending a counter-claim</li> <li>Clinical negligence</li> </ul>		
<ul><li>✓ TAX PROTECTION</li><li>- Tax Enquiry</li><li>- Employer Compliance Dispute</li><li>- VAT Dispute</li></ul>	<ul> <li>Any returns submitted incorrectly or outside the statutory time limits allowed</li> </ul>		

This Section provides protection for the charity or social enterprise, and for its employees and volunteers, when performing professional or consulting or advisory or counselling or design services.

Cover	Limits	Main Exclusions
✓ Any act, error or omission resulting in a civil	As specified in the aggregate	× Excesses as specified
liability by the Insured or Person Employed directly or vicariously		× Bodily Injury and Property Damage unless arising from Breach of Duty on the part of
Includes cover when working for and on behalf		the Insured or a Person Employed
of another entity at the request of the Insured		<ul> <li>Breach of Contract of Employment</li> </ul>
Covers the performance of professional or consulting or advisory or counselling or design		<ul> <li>Computer Network and Data Corruption</li> </ul>
services (whether or not a fee is charged or		× Computer Records
received in respect of such services, and irrespective of whether such services are		<ul> <li>Claims by associated entities unless emanating from an independent third party</li> </ul>
provided by electronic media)  Includes cover for:		<ul> <li>Work in connection with any contract performed in the USA or Canada</li> </ul>
breach of confidentiality		<ul> <li>Claims brought under the jurisdiction of the</li> </ul>
✓ infringement of copyright, patent or registered		USA or Canada
design		× Insolvency
defamation, libel and slander		× Asbestos, Toxic Mould, and pollution,
<ul> <li>dishonesty of a Person Employed (other than a trustee, partner or director)</li> </ul>		seepage or contamination howsoever caused
✓ Defence Costs	Inclusive	× The manufacture, construction, alteration,
<ul> <li>Costs of replacement or reconstitution of Documents</li> </ul>	£25,000	repair, servicing or treating of any goods o product sold, supplied or distributed
✓ Compensation for Court Attendance	Trustees, Directors & Officers - £500 / Employees -	The giving of any warranty, indemnity or guarantee or financial obligation assumed under contract unless such liability would have attached notwithstanding such agreement
	£200 per day	<ul> <li>The provision of any Medical Treatment or Care and Treatment</li> </ul>

## **Optional Extension**

- ✓ Any One Claim Limit of Indemnity
- ✓ Costs and expenses in addition
- ✓ Excess not applicable to Costs

## Section 17 Executive Risks - Trustees, Directors or Officers Liability \*

Insurer: Aviva Insurance Limited

This Section provides protection for the charity or social enterprise, and for individual trustees, governors, directors and officers.

Cover	Limits	Main Exclusions and Conditions
<ul> <li>✓ Loss sustained by the Charity or Social Enterprise; or by individuals in the discharge of their duties for and on behalf of the Charity or Social Enterprise</li> <li>✓ Loss sustained by the Charity or Social Enterprise as a result of an indemnity given to individual trustees, governors, directors and officers</li> <li>✓ Investigation Costs as a result of a formal, regulatory, administrative, criminal or investigative inquiry</li> <li>✓ Defence Costs</li> <li>✓ Costs of replacement or reconstitution of Documents</li> </ul>	As specified £25,000	<ul> <li>Excesses Nil, or as specified</li> <li>Bodily injury (other than anguish, distress, injury to feelings, or Abuse)</li> <li>Damage to tangible property (not applicable to a breach of the Data Protection Act 1998)</li> <li>Any Insured acting as trustee, fiduciary or administrator of an employer-sponsored pension or super-annuation scheme or programme, or any violation of the UK Pensions Act 1995</li> <li>Geographical Limits do not include USA unless specifically agreed by Insurers</li> <li>Any prior or pending litigation</li> <li>Any breach of trust or duty committed in reckless disregard (other than a breach of the Data Protection Act 1998) but a Wrongful Act by one Insured is not imputed</li> </ul>

#### **Automatic Extension**

✓ 6 year extension of cover for individuals from the date at which they cease to be a trustee, governor, director or
officer by reason of death, retirement, or voluntary departure or redundancy

#### **Optional Extensions**

Excesses apply as specified

- ✓ Fidelity (if not insured under Section 7)
  - ✓ loss of Money or of any other property belonging to the Charity or Social Enterprise, or for which the Charity or Social Enterprise is legally liable discovered in consequence of any dishonest or fraudulent act of
  - ✓ any employee or volunteer
  - ✓ other persons or entities acting for and on behalf of the Charity or Social Enterprise
  - ✓ System of Check & Supervision Conditions apply including
  - ✓ References
  - ✓ Cheque Signing and Electronic Bank Transfers minimum 2 authorised signatories for amounts above £5,000.
  - ✓ General Accounting Checks
- ✓ Professional Indemnity (if not insured under Section 15)
  - ✓ Loss in connection with any actual or alleged act, error or omission resulting in a civil liability in the performance of or failure to perform professional or consulting or advisory or design services (other than Medical Treatment) for others whether or not a fee is charged or received; and including
  - ✓ breach of confidentiality
  - ✓ breach of copyright, patent or registered design
  - ✓ defamation, libel and slander
- ✓ Employment Practices
  - Loss in connection with any breach of any employment contract; wrongful dismissal or termination of employment; unfair dismissal; unequal pay; unlawful deduction from wages; discrimination; harassment or victimisation in the workplace; employment related misrepresentations; wrongful deprivation of opportunity, wrongful discipline or evaluation, and failure to adopt adequate employment or workplace policies or procedures

Note These extensions share in the common aggregate Limit of Indemnity of this Section. If separate free-standing Limits are required for Fidelity select Section 7 or for Professional Indemnity select Section 15 (also if required on an 'any one claim' basis)

#### 

Insurer: Hiscox Underwriting Ltd, administered by Lorega Ltd

This Section provides a claims management service following damage or destruction to physical property, and/or a range of expert IT, legal and public relations services and indemnities following a cyber-attack or data breach. This cover is only available to organisations with an annual income of less than £5,000,000

	Cyber Loss Recovery	Limits	Main Exclusions
✓	A "first response" initial assessment of the risk and provision of advice on immediate action to take.	£300	<ul> <li>Incidents not notified to insurers within 12 hours of discovery</li> <li>Data breaches incurred outside of the</li> </ul>
✓	Advice to ensure that you comply with notification requirements under Data Security Law	£5,000	UK  × Fraudulent or deliberate acts of
	Legal, forensic investigation and expert IT advice provided with the defence of a claim against you for liability arising out of a data breach Expert Public Relations PR advice and assistance		Directors or Officers
✓	Legal, forensic investigation and expert IT advice as a result of a regulatory investigation arising out of a covered Data Breach	£25,000	
	Assistance with the restoration of email systems, online services and other IT software systems following an intrusion or data breach.		
✓	Payment for damages and related costs awarded against you following a claim for which you are legally liable	£100,000	
	Compensation awarded against you by a Regulator following a regulatory investigation		
	Where insurable, fines, financial penalties or punitive awards following a data breach from failure to comply with Data Security law;		
	Costs incurred for the provision of credit alert services to data subjects for a period of 12 months immediately following a data breach.		
	Property Damage Loss Recovery	Limits	Main Exclusions
	Loss Recovery Insurance provides you with the	Not	× Loss not likely to exceed £5,000
✓	services of an expert loss adjuster, who will: Provide initial telephone advice on all claims;	applicable	<ul> <li>Claims in respect of personal injury, liability marine, aviation, motor, personal property,</li> </ul>
<b>√</b>	Provide personal visits on all qualifying claims;		subsidence, landslip or heave claims, uninsured losses, civil proceedings and any
	Arrange interim payments from your insurers where necessary;		claim outside of the United Kingdom (including the Isle of Man and Channel
✓	Attend meetings with insurers and handle all correspondence;		Islands).
✓	Organise temporary premises and equipment, surveyors, valuers and builders as required; and		
✓	Prepare and present your claim to your insurers and negotiate the best possible settlement to which you are entitled		

# CaSE Combined covers a broad range of events and activities that standard commercial policies do not normally include.

## What kind of events and activities are covered and what do they mean?

- <u>Events</u>: activity in the community involving: up to 1000 attendees at any one time:
  - a. conferences, seminars, meetings, and exhibitions
  - b. stalls, fetes, fairs, and other sales, fundraising and social events including but not limited to barbecues, bazaars, bingo evenings, car boot sales, card games (non-gambling), charity auctions, coffee mornings, concerts (excluding rock concerts), conferences, craft fairs, dances, dinners, exhibitions, fetes, film shows, flower and other similar horticultural shows, fun days, garden parties, jumble sales, outings / excursions, quiz evenings, raffles, sponsored walks, themed parties, and treasure hunts (excluding use of motorised vehicles)
  - c. clubs and societies including garden, rambling and walking clubs
  - d. community projects provided that they do not involve manual activity other than the erecting, running and dismantling of related stalls, props, exhibits and equipment
- <u>Light Manual activities:</u> activity of a light manual nature not involving:
  - a. work requiring any special permit or licence, such as work on electrical circuits or gas equipment
  - work at heights greater than 3m above ground or floor level, or excavation below ground or floor level
  - use of mechanical or electrical plant, tools or equipment other than light electrical handyman and gardening tools and electric or petrol-driven lawn mowers
  - building, construction or environmental improvement work other than light landscaping, maintenance or decorating
  - e. competitive physical or sporting activity
- Volunteer Driving: driving people as a community service (e.g. to appointments, to go shopping, to visit a hospital and similar) and not for profit or reward other than expenses such as a mileage allowance

- <u>Trips and Excursions:</u> visits to licensed historic, cultural, educational, sporting and leisure sites and venues including activity centres, water parks and public swimming pools, theme parks, farms and zoological parks, botanical sites and gardens, theatres, cinemas, shops and restaurants. Also stays not exceeding 14 (fourteen) days in duration at hotels, hostels, and licensed residential centres and holiday parks.
- Help in the community including:
  - home visits including housework and preparation of food and beverage
  - collecting shopping, pensions, prescriptions and similar errands
  - c. dog walking (maximum 2 dogs per walker)
  - d. Pastoral Care and Advice

#### Fundraising:

- advertising, canvassing or petitioning for funds, donations, goods, supplies or equipment by any Person Employed in connection with your organisation's Business
- the raising of funds through Events lasting up to 48 hours
- <u>Temporary Structures</u> (including the erection, maintenance and dismantling of, stalls and exhibition stands)
  - light gazebo-style awnings, marquees or tents owned, borrowed or hired by your organisation measuring no more than 3 metres x 4 metres
  - flooring laid at ground-level owned, borrowed or hired by your organisation measuring no more than 3 metres x 4 metres
  - stalls, props, exhibits and equipment (including inflatable equipment not for use as inflatable play equipment)

#### But always excluding:

- stages and platforms
- spectator stands other than arranged seating set out at ground level

For more information regarding definitions and excluded activities please refer to the Policy wording

## **Important Information about your Policy**

#### Claims In the event of a claim:

For all claims other than as below: Aviva Insurance Limited provide a dedicated 24 (twenty-four) hour Claims Service: Telephone: 0800 015 1498

#### This also includes:

Sections 17 Trustees Indemnity If you are a Trustee or Director and find that the organisation (or you personally) are facing a potential claim against you for a wrongful act and, where applicable

**Extension 1 for Fidelity (or Section 7)** 

If you encounter Theft of Money by an Employee (Fidelity), **Extension 2 for Professional Indemnity (or Section 16)** If a Claim is made against you for Breach of Professional Duty (for example, as a result of advice you provide to others) **Extension 3 for Employment Practices Liability** 

If a Claim is made against you as a result of an Employment Dispute (and you have chosen to have this covered under Optional Extension 3 (Employment Practices).

#### Aviva Legal and Tax Helpline 0345 300 1899

The helpline is available for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

#### **Section 15 Legal Expenses: Aviva Commercial Legal Protection 0345 300 1899**

This helpline is legal advice as soon as you are aware of an incident. Please have your CaSE Insurance Policy number to hand. A claim form is available to download at www.aviva.co.uk/legalprotection.

#### **Cut The Red Tape**

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to:

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

#### **Complaints**

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

In the first instance please contact your broker from whom you bought your policy of insurance or aQmen Underwriting Services

#### **Complaints Officer**

aQmen Underwriting Services, Manor House, 19 Church Street Leatherhead KT22 8DN Tel: 0333 800 9858

E-mail: complaints@agmenunderwriting.co.uk

In the event you remain dissatisfied you may be able to refer to the Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small organisations. Further information is available from:

#### The Financial Ombudsman Service

The Financial Ombudsman Service **Exchange Tower** London

E14 9SR

Helpline: 0800 023 4567

Website: www.financial-ombudsman.org.uk

## **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

information compensation about scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme

PO Box 300 Mitcheldean **GL17 1DY** 

Telephone: 0800 678 1100 E-mail: enquiries@fscs.org.uk

Website: fscs.org.uk

For a relevant Claims Form or if you need any help or clarification on any coverage or claims issues, please contact your insurance advisor



CaSE Insurance Advisor:

aQmen Underwriting Services is a trading name of Q Underwriting Services Limited Q Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority FRN 657367
Registered in England under No. 08946569
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E: enquiries@aqmenunderwriting.co.uk
W: www.aqmenunderwriting.co.uk