



KEY FACTS

Community Groups



Professional Liability, Management Liability and Entity Defence covers are on a 'claims made' basis which provides cover for claims **which are made and notified to us during the Period of Insurance**

Cover

A - Your Responsibility to Third Parties

General Liability

Covers:

- **Public Liability**
your legal liability for injury (including abuse) to any person (other than employees) and/or loss or damage to property; libel, slander and defamation; wrongful arrest etc; trespass or nuisance arising from your business and occurring within the European Union during the period of insurance
- **Products Liability**
your legal liability for injury, loss or damage arising from the sale, supply etc of goods or products from within the UK and occurring during the period of insurance.

Claims against you must be brought within the UK.

At your request cover extends to certain other persons including volunteers under your direct control.

The limit of indemnity under the public liability section applies to each claim; the total amount payable in the period of insurance is unlimited.

Under the products liability the limit applies to each claim and in total for the period of insurance.

An excess of £100 will apply under the public liability section in respect of claims for loss or damage to property.

Principal extensions under this section include:

- costs incurred with our agreement in using public relations specialist to deal with adverse press, publicity or media attention following alleged abuse etc, death or injury or the disappearance, misplacing or abduction of any person in your care (maximum £25,000 which is in addition to the limit of indemnity)
- legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £250,000 inclusive of limit)
- Consumer Protection Act and Food Safety Act defence costs cover
- Defective Premises Act cover
- oversees personal liability cover
- Data Protection Act cover.

Professional Liability

Covers your legal liability for any civil liability* arising from advocacy, assessments, consulting work, counselling, design and implementation of care programmes, diagnosis, education, teaching and training, investigations, publishing, remedial treatment, and research undertaken in connection with your business.

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

Claims against you must be brought within the UK

At your request cover extends to certain other persons including volunteers under your direct control.

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

An excess of £100 will apply to all claims.

Principal extensions under this section:

- costs incurred with our agreement in using public relations specialist to deal with adverse press, publicity or media attention following alleged abuse etc, death or injury or the disappearance, misplacing or abduction of any person in your care (maximum £25,000 which is in addition to the limit of indemnity)

Management Liability

Covers your legal liability as a governor, director, council member, officer or trustee of the organisation.

In addition your legal costs and expenses are covered in respect of

- any investigation
- the defence of any legal action seeking your disqualification as a director
- Extradition proceedings (including appeals)

N.B. Where the organisation indemnifies you as above, either as required by law or in accordance with its Memorandum or Articles of Association, trust deed etc, then cover extends to reimburse the organisation accordingly)

In addition cover includes your costs in using public relations specialists to deal with adverse press, publicity or media attention within the United Kingdom following:

- the allegation that you committed a wrongful act
- your successful defence of an allegation of a wrongful act where there is a risk to your livelihood as a consequence of such attention (maximum £25,000 which is in addition to the limit of indemnity)

Claims against you must be brought within the UK.

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

No excess applies.

Entity Defence

Public Relations Crisis Management

Covers the entity's costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:

- allegations of fraud
- serious injury to employees or members of the public
- dismissal or resignation of members of the entity's main board of directors
- official investigations into the entity's affairs
Where there is a risk to the entity's business as a consequence of such attention.



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- **Identity Fraud**
Covers the entity's legal costs and expenses in establishing that someone (other than a director, officer or employee) has fraudulently entered into an agreement with a third party by representing themselves to the entity. Provided the misrepresentation is in connection with the entity's business and is made within the United Kingdom.
- **Health and Safety Investigations**
Covers the entity's legal costs and expenses in respect of an official investigation (other than by HM Revenue & Customs) within the United Kingdom.
- **Corporate Manslaughter**
Covers the entity's legal costs and expenses in defending a prosecution brought under the Corporate Manslaughter and Corporate Homicide Act 2007.
- **Breach of Contract**
Covers the entity's legal costs and expenses in defending a claim within the United Kingdom alleging breach of contract for goods or services provided to a customer.
- **Pollution**
Covers the entity's legal costs and expenses in defending a claim within the United Kingdom alleging that a director, officer or employee has committed a wrongful act which results in pollution.
- **Taxation**
Covers the legal costs and expenses in our negotiating on behalf of the entity following a tax investigation (including PAYE and VAT) by HM Revenue and Customs and/or in an appeal.
- **Data Protection**
Covers the entity's legal costs and expenses in defending a claim following a breach or alleged breach of the Data Protection Act and/or in an appeal.

A limit of indemnity of £25,000 applies to each claim and in total for the period of insurance.

An excess of £1000 applies to the Investigations cover

B – Your Responsibility as an Employer

Employers Liability (only relevant if you have employees)

Covers your legal liability for up to £10,000,000 to employees (including volunteers under your direct control) injured whilst in your employment.

The limit of indemnity (including costs) applies to each claim. The total amount payable in the period of insurance is unlimited.

No excess applies.

Principal extensions under this section:

- legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £250,000 inclusive of limit)

Personal Accident

If any principal, partner, governor, director, council member, member, officer or trustee of yours or any employee (including volunteers under your direct control) is injured as a result of their employment by you, we will pay you either £5,000 or £50 per week for 104 weeks depending on the nature of the injury.

The weekly benefit is not paid for the first two weeks of incapacity.

C – Protection of Your Assets

Business Interruption

Covers the cost of:

- avoiding or diminishing loss of income
- alternative temporary accommodation
- rent which continues to be payable

Incurred for up to 12 months due to interruption in your business following:

- damage to Property used by you for the purpose of your business occurring at the premises from which you normally undertake your business
- damage to Property which is insured under the Specified all risks section
- damage to all other property which prevents or hinders your access to your premises
- accidental failure of electricity, gas, water or telecommunications services for more than 24 hours
- restrictions imposed on the use of your premises following all infectious disease, food poisoning, vermin etc on your premises
- murder or suicide at your premises

No excess applies to this section.

Specified All Risks

Covers equipment used in connection with your business against accidental loss or damage within the United Kingdom (subject to a limit of 20% of the sums insured or £2,500 (whichever is the least) for any one item) on a reinstatement basis of settlement (i.e. new for old).

An excess of £100 applies to all claims.

Money and Personal Assault

Covers loss of money for fixed limits up to a maximum of £250,000 for non-negotiable money (crossed cheques, credit card vouchers etc) and £2,500 for negotiable money depending on the nature of the loss.

Cover is subject to a £100 excess.

If you, members of your family or employees (including volunteers under your direct control) or members of their family are injured during a robbery or attempted robbery we will pay you either £5,000 or £50 per week for 104 weeks depending on the nature of their injury.



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Principal Exclusions

All Insuring Clauses

- claims involving mould
- clinical trials
- fines and penalties

General Liability

- damage to your property
- claims arising from professional services¹ or any breach of a professional duty
- pollution
- asbestos
- responsibility for the acts of other parties in any consortia or joint ventures
- certain contractual liabilities
- certain excluded activities²
- play inflatables, ball pools and the like unless hired in with operator and PIPA certificate
- fairground rides and amusements unless owned and operated by Showman's Guild member.
- your own fixed playground equipment

Professional Liability

- claims resulting from ownership of land, buildings, or vehicles or craft
- certain dishonest and malicious acts
- penalties or liquidated damages
- responsibility for the acts of other parties in any consortia or joint ventures
- circumstances known at inception
- pollution
- bodily injury/property damage unless arising out of professional services¹
- claims made by anyone having a financial interest in your business
- trading losses
- disputes over funding with providers of such funding
- claims made against you in your professional capacity as a doctor, surgeon, physician, nurse, midwife, dentist or anaesthetist
- asbestos
- certain intellectual property rights

¹ N.B. Defined as advocacy, assessments, consulting work, counselling, design and implementation or care programmes, diagnosis, education, teaching and training, investigations, publishing, remedial treatment and research

Management Liability

- admitted proven dishonest and malicious acts*
- prior and pending litigation
- pollution*
- bodily injury/property damage*
- acting as a trustee of a pension scheme
- claims following your takeover or merger
- professional duties to third parties*
- any associated company making a claim against you (however we will pay your legal costs and expenses in defending the claim)*
- disputes over funding with providers of such funding

*N.B. exclusion not applicable where the claim is brought by a shareholder due solely to any loss in value of the organisation's share capital

² Important Note – Excluded Activities (General Liability and Personal Accident)

Refer to Certificate Wording, but activities excluded by the cover include:

- adventure activities or outward bound courses not undertaken at activity centres registered with and licensed by the Adventure Activities Licensing Authority
- other than when undertaken at activity centres registered and licensed by the Adventure Activities Licensing Authority
 - abseiling, rappelling
 - assault courses
 - BMX cycling, mountain biking
 - Mountaineering, cliff or rock climbing without the use of ropes
 - Winter sports (other than curling or skating)
- barfly jumping, "B.A.S.E." jumping, pole climbing, elastic rope sports or activities
- contact sports other than association football as an amateur
- driving of a motor vehicle by anyone not licensed to drive such a vehicle on a public road (irrespective of whether or not the vehicle is being driven on a public road)
- hang gliding, flying (other than as a commercial fare paying passenger)
- horse riding (including pony trekking and equestrian sports) or other animal rides
- jet-skiing, water-skiing, sub-aqua diving
- martial arts (other than tai chi)
- paintballing
- use of fireworks, firework displays or bonfires
- use of trampolines
- shooting (other than clay-pigeon shooting)
- play inflatables (unless owned and operated by a third party and they have a current PIPA certificate)
- mechanical fairground rides and amusements (unless owned and operated by a current member of the Showman's Guild)
- own fixed playground equipment

Entity Defence

- Crisis occurring, identity fraud discovered, investigations or proceedings instigated, claims or appeals made subsequent to your takeover or merger
- Breach of contract:
 - where the entity (or its parent or ultimate holding company) is a 'quango' or where the government/government agency is a major shareholder
 - infringement of copyright, patent etc or any other intellectual property rights
 - breach of secrecy or confidentiality agreements
 - license or franchise agreements
 - involving an Employment Wrongful Act
 - involving ownership, use etc of motor, vehicles, aircraft, watercraft, land or buildings
 - tenancy or letting of property
 - insurance contracts
 - modified or bespoke software/hardware systems
 - amounts less than £5000
- Taxation:
 - aspects enquiries
 - tax avoidance schemes
 - failure to register for VAT



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- tax investigations by Special Civil Investigations or Civil Investigation of Fraud Units of HM Revenue & Customs
- alleged dishonesty or alleged criminal offences
- judicial reviews

Personal Accident

- certain excluded activities²
- anyone under 16 or over 70 years of age
- sickness or disease

Business Interruption

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

Specified All Risks

- wear and tear, electrical/mechanical breakdown etc
- unexplained shortage or disappearance
- loss from unattended vehicle unless concealed in locked boot etc and all security devices operative and force used to gain entry

Money and Personal Assault

- loss from collection boxes etc not in your custody or control
- loss from unattended motor vehicles
- injury etc to anyone under 16 or over 70 years of age

General Note:

Some limits, terms and conditions may be varied for particular 'bespoke' arrangements

Principal Conditions

All Insuring Clauses

- claims notification and handling requirements
- contract of insurance subject to English or Scottish law
- all equipment to be calibrated and/or maintained in accordance with manufacturers recommendations
- all rights and remedies to be maintained against designers, consultants or contractors.

General Liability

- certain specified activities to be undertaken under the supervision of qualified and registered instructors, under the aegis of an authorised club and in accordance with recommended code of practice.³

Professional Liability

- doctors, surgeons, physicians, nurses, midwives, dentists or anaesthetists employed by you to be members of their UK governing body and have their own insurance in place.

Management Liability

- waiving of our rights following your unintentional non-disclosure or misrepresentation
- cancellation instructions to be sanctioned by all directors and officers etc
- any public or private offering of your shares to be advised to us.

Personal Accident

- certain specified activities to be undertaken under the supervision of qualified and registered instructors, under the aegis of an authorised club and in accordance with recommended code of practice³.

³ Refer to the Certificate wording for full details, but includes adventure activities or outward bound courses, archery, ballooning, clay pigeon shooting, dry slope skiing, gliding, mountaineering, cliff or rock climbing with the use of ropes, parachuting, pot holing or subterranean activities, sailing or canoeing and swimming or diving in certain circumstances

This factsheet is not a policy document and contains only general descriptions. Policyholders must refer to the actual policy issued for the binding terms, conditions and exclusions of cover.