

keyfacts<sup>®</sup>

# Heritage Business and Leisure Insurance

SUMMARY OF COVER

[www.ecclesiastical.com](http://www.ecclesiastical.com)

 ecclesiastical

# Contents

Introduction	<b>3</b>
Important information	<b>4</b>
General conditions	<b>5</b>
General exclusions	<b>5</b>
Property damage	<b>6</b>
Fine art and collections	<b>9</b>
Equipment breakdown	<b>10</b>
Business interruption	<b>11</b>
Goods in transit	<b>13</b>
Money with assault extension	<b>14</b>
Personal accident	<b>16</b>
Loss of registration/licence	<b>17</b>
Liabilities	<b>18</b>
Reputational risks	<b>20</b>
Hirers' liability	<b>21</b>
Professional indemnity	<b>22</b>
Trustees' and management liability	<b>23</b>
Directors' and officers' liability	<b>24</b>
Legal expenses	<b>26</b>
Fidelity	<b>27</b>
Terrorism	<b>28</b>
General information	<b>29</b>
- Claims service	<b>29</b>
- Complaint handling procedures	<b>29</b>
- The Financial Services Compensation Scheme	<b>30</b>
Other support available	<b>31</b>

# Heritage Business and Leisure summary of cover

## Introduction

Our Heritage Business and Leisure policy has been designed to meet the demands and needs of individuals and organisations wishing to insure the risks associated with operating a business that is heritage in nature or is located within a building of architectural or heritage significance.

This document provides only a summary of the main benefits of the Heritage Business and Leisure insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions, limitations and obligations you may have. **For full details of all policy benefits and terms you should read the policy document and your schedule.** A policy document is available by contacting us or your broker.

The policy is divided into a number of sections but not all the sections may be operative as part of your insurance. **Please refer to your quotation or renewal documentation for confirmation of the sections of cover selected.**

## Things for you to think about

Please note this summary relates to our standard policy cover, if you feel you have specific needs or requirements outside of this we would be happy to consider your request. Please contact us or your broker.

# Important information

## **This policy is underwritten by**

Ecclesiastical Insurance Office plc. The legal expenses section is arranged through DAS Legal Expenses Insurance Company Limited (DAS), with the legal advice service provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

## **Duration of your policy**

Generally 12 months from the start date shown on your policy schedule.

## **Renewal of your policy**

We will send you notice that your policy is approaching renewal before it is due. Your requirements may change over time, therefore please contact us or your broker if you wish to discuss your needs or any additional insurance requirements.

## **How do you pay**

You can either pay for your policy in full or by instalments. If you pay by instalments you must make regular payments as detailed in your credit agreement.

## **Where are you covered**

- Your organisation in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man or elsewhere as agreed and shown in your policy schedule.
- Your contents whilst in your premises and in certain circumstances anywhere in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- Liability – for claims arising from your organisation and activities conducted in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

## **Excess**

Most cover sections will carry an 'excess'. An excess is the first amount of any claim or event, which you are responsible for. The amount(s) will be stated in your quotation or renewal documentation or in the schedule, together with information as to whether the amount will be applied per claim or per event.

You may be able to obtain a premium discount if you choose to increase your excess. Please contact us or your broker to discuss any changes.

## **Limits**

Your cover is subject to an overall limit of indemnity, as well as various limits and sub-limits of indemnity which form part of and are not in addition to the overall limit of indemnity unless stated otherwise. **Your policy schedule should be read in conjunction with the policy wording for confirmation of the applicable limits.**

## **Cancellation rights**

We have the right to cancel your policy by sending seven days' notice and shall refund to you the proportionate premium for the unexpired cover, this is shown in the policy document under the Policy conditions – Cancellation.

This policy does not entitle you to a cooling-off period.

# General conditions

The following conditions apply to the policy (please refer to the individual sections of cover regarding significant or unusual exclusions/limitations that apply to each section):

- You must advise as soon as is reasonable possible of any alteration of risk which increases the risk of damage, accident or liability including major structural alterations or repairs at the premises and the use of the premises.
- For damage at or to the premises caused by theft or attempted theft it is a condition that all locks, bolts and other protective devices fitted to the premises must be put into full use whenever the premises are not attended by you or an authorised person.
- Where any premises is protected by an automatic fire alarm installation, conditions apply to damage caused by fire, lightning or explosion including you maintaining the installation in full and efficient working order at all times, carrying out the testing and maintenance requirements, notifying us of any disconnection, failure or reduced level of response.
- When an incident occurs you must tell us as soon as you become aware. You must also not make or allow to be made on your behalf any admission, offer, promise, payment or indemnity without our written consent.

**Please refer to the General conditions and Claims conditions sections of the policy for full details of these conditions and other policy conditions that apply.**

---

# General exclusions

The following General exclusions apply to the policy (please refer to the individual sections of cover regarding significant or unusual exclusions/limitations that apply to each section).

- Infectious and communicable diseases.
- Date related performance and functionality.
- Cyber-related incidents.
- Nuclear, radioactive and chemical events.
- War risks.

**Please refer to General exclusions within the policy document and your schedule for full details.**

# Property damage

## What is covered

This section provides 'All Risks' cover for buildings with the option to insure for subsidence, contents, stock and personal belongings.

'All risks' means damage to insured items by any cause not specifically excluded from this section.

## How much you will be insured for

The buildings and contents will be covered up to the sums insured provided by you.

## How we settle claims

Unless we have agreed otherwise and where the sum insured allows, we will settle claims as follows:

For damage to the building we will rebuild, repair or restore the property damaged to a condition equivalent or substantially the same as its condition when new.

For contents claims we will pay for repairs if these can be carried out economically otherwise we will pay for replacement as new.

For personal belongings and stock we will pay for the replacement cost less an allowance for wear and tear.

## Key extensions

This section is extended to include (for the standard limit specified or otherwise the Property damage sum insured):

- Damage to the buildings by theft – where theft is insured it extends to include, unless scaffolding is in place at the premises or the building is unoccupied:
  - Repairs following theft of the fabric of the building provided the building is insured.
  - Repairs following theft of external metal provided the building is insured.
  - Damage to the building caused by theft of contents provided the contents are insured.
  - Damage to the building and contents caused as a result of the entry of rainwater following theft or attempted theft of the fabric of the building including external metal.
- Cover for your insurance obligations for building works at your premises – £125,000 any one project for the new works and site materials.
- Alterations and additions to the property and newly acquired property. Subject to providing details as soon as practicable to effect specific insurance – 10% of the total sum insured or £500,000 in respect of both buildings and contents whichever is the less.
- Property bequeathed to you – (a) buildings - 10% of the building sum insured or £250,000 whichever the less any one bequest (b) all other property - £50,000 any one bequest and £5,000 single article limit.
- Additional stock for any exhibition, festival or fundraising event – the sums insured by this section will be increased by 10% of the stock sum insured or £100,000 whichever is the less.
- Removal of illegally or maliciously deposited items at your premises - £2,500 any one loss and £5,000 any one period of insurance.
- The cost of meeting local authority conditions made under the Planning (Listed Buildings and Conservation Areas) Act 1990 and amending legislation (or equivalent legislation in Scotland and Northern Ireland) following damage by any cause not otherwise excluded by this policy should these costs exceed the cover provided within the buildings sum insured – 20% of the buildings sum insured or £2,000,000 any one claim whichever is the less.

- Environmentally friendly and energy efficient rebuilding – following damage to buildings if you, with our consent, rebuild in a manner that aims to reduce potential harm to the environment or improve energy efficiency we will pay these rebuilding costs – 10% of any one claim, 10% of the sum insured or £500,000 whichever is the less.
- Reasonable costs incurred in taking reasonable measures to prevent or mitigate impending damage - £5,000 any one occurrence or series of events arising out of one occurrence.
- If we agree to pay your claim for damage caused by escape of water, fire, flood or storm and we agree to pay more than £10,000 for that claim, we will also pay towards the costs of improvements intended to mitigate or prevent future losses of the same damage - £500 any one claim.
- If following damage you elect to use architectural salvage as an alternative method of reinstatement, provided that this does not cause unreasonable delay, we will pay any additional costs incurred - £100,000 or 5% of the total claim whichever is the less.

## What is not covered

**Please refer to Section 1 Property damage and General exclusions within the policy document for full details.**

- Wear and tear or any gradually operating causes.
- Damage caused following theft unless there is forcible and violent entry to or exit from the buildings.
- In respect of our buildings definition, the following are excluded: bridges, land piers, jetties and excavations. Also natural or artificial water courses, standing water such as dams, reservoirs, culverts, canals, moats, lakes, rivers or manmade elements attaching to or forming part of these.
- Subsidence – option to include this cover.

## Are there any restrictions

**Please refer to Section 1 Property damage and General definitions within the policy document for full details.**

- If a building becomes unoccupied for a period exceeding 30 days cover will reduce to fire, aircraft, earthquake and impact.
- The following limits apply under the contents item:

Groundsperson's equipment and external fixtures including fixed floodlighting, garden decorations and ornaments, memorials, statues and garden furniture	£20,000 for all claims in any one period of insurance
Marquees	£50,000 and £5,000 for contents within marquees any one claim
Computer systems records	5% of the contents sum insured any one claim
Prints, paintings, drawings, rare books, pieces of tapestry, sculptures or other works of art	£5,000 for all claims in any one period of insurance
Jewellery, precious stones or precious metals, bullion, furs or curiosities	£1,000 for all claims in any one period of insurance
Musical instruments and cameras	£10,000 any one item

Personal belongings whilst at the premises of:	Limits are per person any one claim:
- directors, trustees, officials, partners, employees, residents and authorised volunteers	£2,500
- visitors	£500
Personal money of directors, trustees, officials, partners, employees, residents, authorised volunteers and visitors whilst at the insured premises	£100 per person any one claim
Wind turbines less than 10kW generating capacity, solar panels less than 50kW generating capacity, photovoltaic panels less than 50kW generating capacity	£20,000 for all claims in any one period of insurance

## What are your obligations

You must tell us as soon as reasonably possible if:

- The use of the building ceases and the building becomes vacant for a period exceeding 30 consecutive days.
- There is a change to your business activities or you are planning any large events.
- You are planning building work where the contract value is in excess of £125,000 or if the works involve the use of external scaffolding.

## Things for you to think about

If any of the following apply please contact us or your broker:

- Should you have concerns that your sums insured are insufficient to meet your needs.
- You may wish to consider the 'Day One' method of inflation protection for your buildings, which provides you with a specified percentage uplift of the sums insured and is the most common method of insuring property.
- If you have requirements outside of the standard policy cover or the standard basis of settlement.
- If you require any optional covers, e.g. subsidence, fine art or terrorism.



# Fine art and collections

## What is covered

You may own items where claims settlement based on a replacement with a modern equivalent would not reflect their antique or artistic value, such as a painting or antique book. This section provides cover for loss or damage to these special items on either an agreed value or market value basis and any resultant depreciation.

## Key extensions

The cover provided by this section is extended to include (for the limit specified or otherwise the sum insured):

- An allowance of up to 60 days for you to tell us about new acquisitions. From the time you acquire the item until the date you tell us about it (and pay the additional premium), cover is provided up to 10% of the total sum insured or £250,000 (whichever is lower) for the type of item.
- The cost of defence or payment of damages if an item covered has defective title. If you have to relinquish possession of the item we will pay the amount you paid for it – £500,000 for all claims in any one period of insurance.
- The cost of repair and any reduction in value if an item is damaged by a professional restorer. We will only pay the cost in excess of the amount payable by the professionals own insurances up to the value of the item, subject to a limit of £1,000,000 for all claims in any one period of insurance.
- Uncompleted works of art, jewellery, watches or furs which are damaged prior to completion or cannot be completed due to the artist's death – £30,000 in any one period of insurance.
- Cover is provided for items whilst temporarily removed from your premises and in transit – £5,000,000 or the sum insured (whichever the lower) in respect of art and £15,000 in any one period of insurance in respect of jewellery, watches or furs.
- Loss from an unattended vehicle provided the vehicle is locked, alarmed and the property is out of sight in a locked boot or compartment – £10,000 for all claims in any one period of insurance.
- The cost of moving items and keeping them in secure storage if the premises becomes unoccupied due to sudden damage or loss at the premises or a statutory or regulatory body prohibits use of the premises.

## What is not covered

**Please refer to Section 2 Fine art and collections within the policy document for full details.**

- Dishonesty of any of your trustees, employees or volunteers.
- Property not adequately packed during transit.
- Items in the open unless we agree otherwise.
- Damage whilst the items are in any building which is unoccupied.
- Mysterious disappearance or unexplained loss.
- Natural ageing, gradual deterioration, rust, humidity exposure.

## What are your obligations

- When items are temporarily removed you must ensure that the property is securely and adequately packed during transit.
- In respect of any art that is on loan the value should be agreed between you and the owner before the loan is accepted.

# Equipment breakdown

**This section is automatically included when property damage cover is in force.**

## What is covered

The repair or replacement of equipment which breaks down. This includes organs, lifts, central heating, air conditioning, theatre safety curtains, office equipment, computer equipment and retail equipment such as credit card payment systems.

## How much will you be insured for

The total amount we will pay shall not exceed £5,000,000 in any one period of insurance. Within this amount the following limits apply:

- £500,000 for any one accident to computer equipment at the premises.
- £5,000 for any one accident to portable computer equipment anywhere in the world.

All accidents that are a result of the same event will be considered as one accident.

## Key extensions

The cover provided by this section is extended to cover (for the limit specified or otherwise the limit of indemnity):

- Costs to reinstate data that is lost or damaged following an accident to the computer equipment or costs to avoid interruption of your computer operation - £50,000 any one accident.
- We will pay for costs following an accident to the equipment insured that results in the business being interrupted or interfered with, subject to the business interruption section of the policy being insured. Our limit shall not exceed the sum insured in any one claim and £100,000 in any one period of insurance.
- Damage to the property at the premises following an explosion or collapse of the insured equipment which operates under steam pressure – £1,000,000 any one accident.
- Hire charges incurred for a substitute item during the period of repair for the insured equipment – £10,000 any one accident.
- Costs relating to repair, investigations and tests by engineers for damages to covered equipment following an accident - £25,000 any one accident.

## What is not covered

**Please refer to Section 3 Equipment breakdown within the policy document for full details.**

- Any loss or damage caused by a cyber related incident.
- Gradual deterioration or wear and tear.
- Damage which is covered under a maintenance agreement, warranty or guarantee.
- Self-propelled plant and equipment.
- Biomass and Biogas installations, or hydroelectric installations.
- Any electricity generating equipment other than emergency back-up power or wind turbines less than 10 kW or photovoltaic equipment less than 50kW.

## What are your obligations?

To maintain a minimum of 2 copies of verified back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain these records.

# Business interruption

## What is covered

This section covers you for loss of revenue (which can include donations and grants, at your request) including additional costs incurred to reduce the loss of revenue of your organisation following damage insured under the Property damage section.

Alternatively, (or in addition to loss of revenue) cover can be provided for increased costs you incur to continue with your activities, such as hiring alternative premises. Other basis of settlement can be provided, such as loss of rent or gross profit to suit you. Please speak to us or your broker for more details.

Cover is provided for a specified period known as the indemnity period – this is the length of time, starting with the date the loss occurred, over which we will pay for a loss of revenue or rent (up to the sum insured) as a result of loss of or damage to your property.

## How much will you be insured for

The organisation will be covered up to the sums insured and the indemnity period provided by you.

## Key extensions

The cover provided by this section is extended to cover loss (for the limit specified or otherwise the sum insured) resulting from the interruption of your activities due to:

Access to your premises being prevented or hindered following damage to neighbouring property	Up to the sum insured
Damage to your premises or other property in the vicinity of your premises which results in a fall in the number of customers due to loss of attraction	£100,000 any one period of insurance
Damage at the site of any supplier specified in the schedule	£100,000 any one incident
Damage at the site of unspecified suppliers	£50,000 any one incident
Damage at the site of suppliers who provide box office or ticket selling services to you	£50,000 any one incident
Accidental failure of the supply to your premises of electricity, gas, water or telecommunications	£5,000 any one claim
Reinstating lost data following damage to computer equipment at your premises	£25,000 any one period of insurance
Costs you incur to avoid interruption with computer operations following damage to computer equipment at your premises	£25,000 in any one period of insurance
Damage at premises, other than your own where you are holding or participating in an event	£10,000 any one incident
Prevention or restriction of access to your premises following murder, food poisoning, defective sanitation or vermin occurring or being discovered at your premises	£250,000 or 25% of the sum insured or limit of liability (whichever the less) any one occurrence, discovery or accident

## What is not covered

Please refer to Section 4 Business interruption within the policy document for full details.

- Loss following damage where property damage covering your interest in the property at the premises is not in force.

## What are your obligations

Where you choose to insure on a declaration basis you must supply us at each renewal with the estimated gross profit, estimated revenue or estimated rent receivable for the financial year.

### Things for you to think about

If any of the following apply please contact us or your broker:

- You have concerns that your sums insured are insufficient to meet your needs.
- You need guidance in calculating the length of time (indemnity period) to get your activities back to normal – this is critical to ensure the cover meets your needs.
- You have requirements outside of the standard policy extensions.

# Goods in transit

## What is covered

Damage to your goods whilst in transit by road vehicles operated by you or a haulier or whilst being sent by parcel, post or rail anywhere in England, Scotland, Wales, Northern Ireland, the Channel Islands and Isle of Man.

## How much will you be insured for

The organisation will be covered up to the sums insured provided by you which will represent a value for either each package, each vehicle or any one consignment.

## Key extensions

- Damage to clothing and the personal effects of drivers employed by you - £500 per person.

## What is not covered

Please refer to Section 5 Goods in transit within the policy document for full details.

- Damage caused from inadequate packing.
- Damage to money, manuscripts, precious metals, jewellery, tobacco, wines, audio equipment, explosives and other dangerous goods unless specifically mentioned.
- Gradual deterioration or wear and tear.
- Damage to property on open vehicles by weather or theft or attempted theft.
- Deterioration of refrigerated goods following breakdown or failure of refrigeration equipment.
- Theft or attempted theft committed or assisted by your directors, trustees, employees or authorised volunteers or from an unattended vehicle unless all windows and other points of access are closed and locked, security devices set and the vehicle is in a securely locked building or guarded security park between 9pm and 6am.
- Damage caused by scratching, denting or bruising.

# Money with assault extension

## What is covered

This section provides cover for loss of money and has the optional cover for assault as a result of an actual or attempted robbery or hold-up.

Below are the standard limits for loss of money in respect of any one loss. Please contact us or your broker if the standard limits are inadequate.

Non-negotiable money such as crossed cheques	£250,000
Money on the premises during business hours or in transit	£1,000
Loss of money from a locked specified safe in your building	Limit will depend on the make and model of the safe
Money in an unspecified safe out of business hours	£500
Vending/gaming machine	£250
Loss of money whilst in the home of any employee or authorised responsible person	£500
Collection tins or envelopes	£50
Any other loss	£500

## Optional cover

Assault benefit payable if an employee or authorised volunteer, sustains bodily injury following a robbery, hold-up or attempted robbery during their employment – various benefit levels available.

## Key extensions

The cover provided by this section is extended to include:

- Loss of money following the dishonesty of a director, trustees, employee or authorised volunteer - £2,000 per person and £5,000 in any one period of insurance.
- Loss following the fraudulent use of a business credit or debit card (excluding use by your directors, trustees or partners) – £1,000 per card in any one period of insurance.
- Costs you incur to protect your interests following the fraudulent use of identities by a third party for the purposes of obtaining credit – £1,000 any one period of insurance.
- Higher limits for periods before or after a fund raising event.
- Where assault is covered, we will pay additional medical expenses and hospitalisation or in-patient treatment following injury to employees. £500 – medical expenses; £20 a day up to £200 if hospitalised or for in-patient treatment.

## What is not covered

**Please refer to Section 6 Money with assault extension within the policy document for full details.**

- Any person under the age of 16 years or above the age of 70 years.
- Dishonesty of employee needs to be discovered within 28 days of the occurrence.
- Whilst money is in the custody or control of a professional carrier.
- Clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or the use of counterfeit money.
- Loss from unattended vehicles.

### **What are your obligations**

- All safe/strongroom keys and combination codes must be kept in the control of an authorised responsible person.
- Money in transit of £3,000 or above requires multi person escorts or professional security firms dependant on the value involved.

### **Things for you to think about**

Please contact us or your broker if:

- The limits are insufficient to meet your needs.
- You are unsure if the type of safe you have is suitable for the value that it will store.

# Personal accident

## What is covered

This section provides compensation to the insured person in the event of accidental bodily injury causing temporary or permanent disablement or death either:

Cover A - occurring anytime within a 24 hour period; or

Cover B - arising out of and in the course of their employment only.

The benefits as stated in the schedule are only payable in event of disablement or death to an insured person within defined groups of individuals, such as your employees or volunteers. Please note that permanent partial disablement is also an optional cover and not covered as standard.

## How much will you be insured for

A range of benefits are available. The maximum amount we will pay in respect of all benefits under the policy for all insured persons involved in the same accident shall not exceed £2,500,000.

## Key extensions

The cover provided by this section is extended to include:

- Additional medical expenses for an accepted claim of an insured person – up to £2,500 per person. An additional payment will be made if the injured insured person is admitted for in-patient treatment – £20 a day, up to £200.
- Damage to clothing and personal belongings caused at the same time as an injury covered by this section – up to £500 per person.

## What is not covered

**Please refer to Section 7 Personal accident within the policy document for full details.**

- Any person under the age of 16 years or above the age of 80 years.
- Suicide or deliberate self-injury, intoxication, sexually transmitted infections, insanity, pregnancy, childbirth or under the influence of drugs.
- Pre-existing health issues.
- Certain hazardous sports or activities.
- Wilful exposure to needless peril (except in attempt to save human life)
- Employees and volunteers are not covered whilst travelling, in connection with the business to a destination to which the Foreign, Commonwealth and Development Office (FCDO) have advised against all or all but essential travel before the trip.
- Acts of terrorism involving the use, release or threat of any nuclear weapon, device or chemical or biological agent.

## Things for you to think about

- Making sure that your limits are sufficient to meet your needs, if you would like to change your limits please contact us or your broker.
- Please ask us or your broker if you are in any doubt about an activity and we will be able to advise if the personal accident cover will be operative.



# Loss of registration/licence

## What is covered

Covers the depreciation of your financial interest in the premises or your loss of revenue following the withdrawal of the certificate or licence outside of your direct control. The following covers are available:

- Education registration
- Care registration
- Premises licence
- Wedding licence

## How much will you be insured for

The organisation will be covered up to the limit of indemnity chosen by you, a range of limits are available.

## What is not covered

**Please refer to Section 8 Loss of registration/licence within the policy document for full details.**

- Any claim if you are entitled to compensation under any Act of Parliament or legislation for the cancellation.
- Cancellation arising from town or country planning, improvement or redevelopment or compulsory purchase order.
- Cancellation arising from surrender reduction or redistribution of registrations or licences in connection with such order.
- Cancellation resulting from an alteration in the law.
- Premises which are altered without approval of the Registration or other authority or not maintained in a good state of repair.
- Bankruptcy or insolvency.

## What are your obligations

- To advise us of cancellation or you receiving notice of a proposal to cancel or you becoming aware of any circumstance which may result in cancellation within 24 hours.
- In order to continue your business, any applications required for a grant in relation to a new registration or licence, it will be at your own expense.

# Liabilities

## Employers' liability

### What is covered

Employers Liability cover provides an indemnity to you for your legal liability to pay damages to your employees and volunteers following injury in the workplace during the period of insurance, as described in your policy schedule.

The standard limit is £10,000,000 (£5,000,000 if injury to employees or volunteers is terrorism related) including costs and expenses, any one event.

### What is not covered

Please refer to **Section 9 Liabilities within the policy document for full details.**

- Injury arising from or caused by a motor vehicle in circumstances where compulsory insurance is required by any road traffic legislation.

## Public and products liability

### What is covered

Public and products liability cover provides an indemnity to you for your legal liability to pay damages to third parties (not employees) for injury or damage to their property which occurs during the period of insurance and in connection with your business, as described in your policy schedule.

The standard policy limit is £5,000,000, higher limits are available. Other than for claims brought in the legal jurisdiction of the United States of America or Canada we will pay costs and expenses in addition to this limit.

For claims arising from your activities the standard limit applies to any one event. For products you supply, or for claims arising from pollution or contamination, the standard limit applies to any one period of insurance.

### Key extensions

The cover provided by this section is extended to cover (for the limit specified or otherwise the limit of indemnity):

- Legal liability arising from the use by your employee of a motor vehicle that does not belong to you, on your organisations business if cover is not provided elsewhere.
- Defence costs and prosecution costs awarded against you resulting from any breach or alleged breach of the data protection legislation – £100,000 any one claim and in any one period of insurance.
- Personal legal liability of residents and resident staff arising from activities not connected to your organisations business - £5,000,000 any one event.
- Overseas personal legal liability arising from activities not connected to your organisation's business whilst temporarily abroad in connection with your business, including liability incurred by accompanying family members – £5,000,000 any one event.

## What is not covered

Please refer to Section 9 Liabilities within the policy document for full details.

- Liability connected with any error or omission in the provision of professional services.
- Liability arising from ownership, possession or use of a mechanically propelled vehicle except for use of plant at your premises. Any craft designed to travel through water, air or space.
- Liability arising from advice, design or specification whether given for a fee or not.
- Cost of recall, removal, repair or replacement of any product supplied by you.

## Liabilities section

### What are your obligations

Most organisations host a diverse range of activities and fundraising events including fetes, coffee mornings and concerts which this policy will provide cover for.

However, you must tell us if you are planning:

- Large events where attendance is likely to exceed 1,000 people.
- Hazardous or unusual events or activities.
- Significant overseas work or activities.
- Any change to your usual business activities that you have declared to us.

### Things for you to think about

If any of the following apply, please contact us or your broker to review:

- If the limits are insufficient to meet your needs.

# Reputational risks

## What is covered

This section aims to provide you with cover to support you in rebuilding your reputation after an incident, or help to prevent/minimise a potential incident in the following ways:

Cover 1 - Your legal liability to pay damages and legal costs in respect of:

- Libel and slander – covers losses which arise from claims made against you where you or someone on behalf of the organisation has published a statement or made an utterance of a libel or slander.
- Infringement of trademark, registered design, copyright or patent right

Cover 2 – The reasonable costs of a marketing or public relation specialist to minimise the risk of damage following an incident that results in (or could result in) adverse publicity.

Cover 3 – Loss of revenue following the interruption of the business following death of your Patron or your Patron being subject to a criminal investigation or offending public taste.

## How much will you be insured for

Libel and slander	£250,000 in any one period of insurance
PR Crisis communications	<ul style="list-style-type: none"> <li>■ Standard limit of £25,000 for any incident that could be connected with a claim (or potential claim) under our Liabilities, Professional Indemnity or Trustees' Management liability sections</li> <li>■ For any other incident (not connected with a (potential) claim), limits are available between £5,000 and £25,000</li> </ul> <p>Both limits would be for any one incident and any one period of insurance.</p>
Death of your patron	£25,000 in any one period of insurance

## What is not covered

Please refer to Section 10 Reputation risks within the policy document for full details.

- Adverse publicity resulting from intentional or malicious act by a trustee, director or partner.
- Criminal or intentional libel, slander or infringement.
- Fine, penalties or multiplied damages.
- Indemnity for any good or products manufactured, sold, supplied, installed, recalled, repaired, altered or maintained by you.
- Death of a patron over the age of 70.
- A maximum cover of three months business interruption in respect of Cover 3 Death of a Patron.

## What are your obligations

- You notify us within 48 hours of you becoming aware of adverse publicity or circumstances which might result in a claim under this section.
- You take all reasonable measures to avoid or mitigate adverse publicity.

### Things to think about

Whether wider PR crisis cover is required that is not limited to a claim (or potential claim) under the Liabilities, Trustees' and management liability and/or Professional indemnity sections.

# Hirers' liability

## What is covered

This covers third parties who hire out your premises. Should an event occur which leads to paying damages to a member of the public for injury or damage to your property, hirers' liability will cover the third party's legal liability.

## How much will you be insured for

The organisation will be covered up to the limit of indemnity chosen by you, a range of limits are available and will include legal costs. The limit applies to any one event or all events happening during the period of insurance.

## What is not covered

**Please refer to Section 11 Hirers' liability within the policy document for full details.**

- Liability arising from food or drink supplied by a professional caterer.
- Liability arising out of the use of bouncy castles or other inflatables, fly walls, bungee equipment or any other similar activity equipment.
- Liability arising from bonfires and fireworks.
- Liability arising from organised sports activities.
- Liability arising out of the use of the premises for any political or lobbying groups/meetings or business activities by commercial organisations.

## What are your obligations

You must ensure that where your premises are used for activities (other than private functions) involving children or vulnerable adults, the hirer has a protection (safeguarding) policy in force and written confirmation is obtained before entering into a contract.

# Professional indemnity

## What is covered

Damages and legal defence costs made against you arising out of your legal liability in connection with the conduct of your business by you or your employee due to:

- a. A wrongful act
- b. A dishonest or fraudulent act
- c. Unintentional libel and slander
- d. Unintentional breaches of confidentiality
- e. Any other civil liability not specifically excluded

It also covers the costs in restoring or replacing any documents destroyed, damaged, mislaid or lost as part of an unintentional wrongful act (up to £250,000 any one period of insurance).

## How much will you be insured for

A range of limits of indemnity are available.

Cover is arranged on a 'claims made' basis which means it covers claims made against you and notified to us during the period of insurance.

## Key extensions

The cover provided by this section is extended to include:

- Representation costs at properly constituted hearing tribunals or proceedings - £25,000 in any one period of insurance.

## What is not covered

**Please refer to Section 12 Professional indemnity within the policy document for full details.**

- The consequence of any circumstances which was or ought to have been known to you at the commencement of this cover which may give rise to a claim.
- Bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or death of any person unless caused directly by a wrongful act.
- Bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or death of any person receiving medical advice, diagnosis or treatment.
- Any claim or circumstance connected with a dishonest or fraudulent act or omission of any former or present trustee, principal, partner, director, office, member of the management committee, consultant or subcontractor.
- Any claim or circumstance on behalf of any parent or subsidiary company.
- Any contract for the provision of goods or services to you or sold, supplied, made or installed by you.

## What are your obligations

You must notify us as soon as practicable, during the period of insurance of any claim or circumstance which may result in a claim.

# Trustees' and management liability

## What is covered

Cover 1 – Trustees' liability - damages, legal defence and investigation costs, arising out of legal liability in respect of a wrongful act performed by a trustee, officer, director or member of the management committee carrying out any duty within their role. This extends to include an employee carrying out a duty on behalf of the trustee.

It also covers the costs of restoring or replacing any documents destroyed, damaged, mislaid or lost as part of an unintentional wrongful act (up to £100,000 any one period of insurance).

Cover 2 – Trustees' and management liability - this includes the cover outlined above and also indemnity for the legal liability of the organisation. This indemnifies the **organisation** or trustee for damages, legal defence and investigation costs in respect of a wrongful act performed by one of the roles mentioned above on behalf of the organisation. Cover 2 also includes environmental defence costs (subject to an inner limit).

Cover is arranged on a 'claims made' basis which means it covers claims made against you and notified to us during the period of insurance.

## How much will you be insured for

- Cover 1: This has a standard limit of £100,000 any one period of insurance with an inner limit of £50,000 in respect of lost or damaged documents.
- Cover 2: A range of indemnity limits are available however inner limits of £100,000 in respect of lost or damaged documents and £250,000 for environmental defence costs.

## Key extensions (applicable to trustees' and management liability cover only):

- Continuation of cover for 72 months from the date the cover is not renewed in respect of any retired trustee or employee.
- Wrongful act committed by a trustee whilst acting as a trustee of another voluntary not-for-profit entity.

## What is not covered

Please refer to Section 13 Trustees' and management liability within the policy document for full details.

- Claims or circumstances which may give rise to a claim known to you at the start of the cover.
- Administration of any pension or retirement fund or scheme.
- Employment disputes.
- Intentional provision of action to be malicious or provide improper financial gain for anyone.
- Fines, penalties, liquidated damages, compensation awarded by a court of criminal jurisdiction or multiplied aggravated exemplary or punitive damages (other than for libel and slander).

## What are your obligations

- You must submit annual reports and accounts to the appropriate regulatory authority within the prescribed timescales.
- Notify us of any claims or situation you become aware of as soon as possible and always within one month of you becoming aware of it.

# Directors' and Officers' liability

## What is covered

Damages and legal defence costs made against you (the director or officer of the Insured), arising out of your legal liability in connection with a wrongful act committed in your capacity as director or officer of your company.

Wrongful acts include actual or alleged errors, omissions, misstatements, misleading statements and also include negligent acts, errors, omissions or breaches of duty.

Costs and expenses include those relating to investigation, criminal defence and pollution and contamination defence.

## How much will you be insured for

A range of limits of indemnity are available. The limit is the maximum amount we will pay in any one period of insurance for all claims or losses.

There are some inner limits in relation to some expenses as follows:

Standard limits are shown below, unless you have selected a lower limit of indemnity for this section. All limits are for one period of insurance.

Investigation costs and expenses	£1,000,000
Criminal defence costs and expenses	£1,000,000
Pollution and contamination defence costs and expenses	£500,000

Cover is arranged on a 'claims made' basis which means it covers claims made against you and notified to us during the period of insurance.

## Key extensions

The cover provided by this section is extended to include:

- Defence costs and expenses incurred by any non-executive directors of the company or organisation, provided that the limit of indemnity under this section of the policy and any other applicable insurance are exhausted – the limit of indemnity will be increased by 10% in respect of this extension.
- A six year run-off period for retired directors and officers - £100,000 in any one period of insurance.
- Wrongful act committed by a director whilst acting as a director of another voluntary not-for-profit entity.



## What is not covered

Please refer to Section 14 Directors' and Officers' liability within the policy document for full details.

- The consequence of any circumstances known to you at the commencement of this cover which may give rise to a claim.
- Bodily injury, sickness, disease, emotional distress, mental anguish, mental stress or death of any person unless caused indirectly by a wrongful act, relating to libel and slander or in respect of claims for criminal defence.
- Any dishonest, fraudulent or criminal act or omission or any wilful breach of any statute rule or law.
- Any claims arising out of or in connection with pollution or contamination, unless there is a wrongful act.
- Any personal profit remuneration or advantage gained by you to which you were not legally entitled.
- Any retirement pension profit-sharing health welfare or any other employee benefit fund trust scheme or plan or related legislation or regulations.

## What are your obligations

- You must notify us as soon as reasonably possible, and always within 30 days, of any claim and any circumstances which is, or are, likely to give rise to a claim or an entitlement to indemnity under this section.
- If during the period of insurance you merge with or consolidate into another entity or any person or entity acquired 50% or more of its issued share capital you must notify us in writing within 30 days of such merger, consolidation or acquisition.

# Legal expenses

*Note: to ensure an expert service the cover under this section has been arranged through DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf.*

## What is covered

Legal expenses cover for a range of legal issues that may arise up to the limit you choose for legal costs and expenses including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards (the compensation award is limited to a £1,000,000 limit in total for all such awards in any one period of insurance).

Cover is provided for the following legal issues:

- Employment disputes and compensation awards
- Legal defence
- Statutory licence appeal
- Contract disputes where the amount in dispute is over £250 (including VAT)
- Debt recovery for debts over £250 (including VAT)
- Property protection and personal injury
- Tax protection
- Planning application refusal appeals
- Covenant protection

In civil cases cover is subject to a "reasonable prospects of success" clause. Reasonable prospects is a 51% or greater chance of success, as assessed by a law firm or tax expert chosen by DAS.

## How much will you be insured for

The organisation will be covered up to the limit of indemnity chosen by you. A range of limits are available.

## What is not covered

**Please refer to Section 15 Legal expenses within the policy document for full details.**

- Any claims where you are bankrupt or become bankrupt at the start or during a claim are excluded.
- In certain circumstances (with DAS' prior agreement) you may be free to appoint your own legal representative, who will be subject to the DAS' standard terms of appointment. This includes an hourly rate not exceeding £100 per hour. Any costs that fall outside the standard terms will not be paid by us.
- Problems that do not relate to your business activities.
- Contract Disputes – where the dispute exceeds £5,000 (including VAT) the first £500 is not covered.
- Any claim reported more than 180 days after the date you should have known about the insured event.
- Any legal action the insured has taken that DAS or the appointed representative have not agreed to or any action that hinders DAS or the appointed representative.

## What are your obligations

- You must let DAS know about any problems straight away or they may not provide cover if you have tried to deal with matters on your own.

### Do not forget

Commercial legal advice helpline – DAS can provide legal advice on any commercial legal problem affecting the business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

# Fidelity

## What is covered

This section covers you for loss of your money or goods (including electronic transfer of your funds) caused by an act of fraud or dishonesty of an employee or volunteer.

## How much will you be insured for

The organisation will be covered up to the limit of indemnity chosen by you, a range of limits are available.

## Key extensions

The cover provided by this section is extended to include:

- Cover for auditors' fees which you incur to substantiate the loss.
- Indemnity to the Trustees of any pension fund or other employee benefit scheme for any loss the Trust incur following an act of theft.

## What is not covered

Please refer to Section 16 Fidelity within the policy document for full details.

- Repeated acts of theft by the same official once you have become aware of their dishonesty.
- Any unexplained shortages.

## What are your obligations

- Cover will be subject to you complying with our minimum standards of control in respect of supervision, accounting procedures and checking the security of money or goods. Please review these minimum standards of control to ensure you are comfortable that you are able to comply with them.
- You must obtain satisfactory references to confirm the honesty of all employees who are responsible for money or accounts.
- Upon the termination of service of any employee you must take all reasonable precautions to prevent a loss by changing, deleting or invalidating alarm and security codes or passwords the employee had knowledge of or access to.

## Things for you to think about

- What limit of indemnity is sufficient to meet your needs.
- Can my organisation comply with the minimum standards of control? (please contact us or your broker to obtain a copy of these).

# Terrorism

## What is covered

This section provides cover for damage to your property and (should you choose) resultant loss of income insured under other sections of this policy following an Act of Terrorism.

An Act of Terrorism is defined as acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Cover applies in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987.

Cover is provided up to the sum insured that you provide us with (see property damage and business interruption sections).

## Optional cover – Non-damage Business interruption

If you decide to include the terrorism section you may choose to cover loss of income as a result of a terrorist event that does not involve physical damage to property. Contact us or your broker for more information.

## What is not covered

**Please refer to Section 17 Terrorism and General exclusions for full details.**

- Riot, civil commotion or war.
- Computer virus, hacking or phishing.

### Things for you to think about

- Terrorism events are unpredictable and are not confined to major cities. The property damage and business interruption sections do not include cover for terrorism so you should consider adding the cover to your policy.
- If you choose to add cover for terrorism you must ensure that all of the property you are responsible for is insured for terrorism regardless of whether it is insured by us. Contact us or your broker to discuss this further.

# General information

## Claims service

For claims other than Legal expenses call 0345 603 8381

New claims can be reported 24 hours a day, 7 days a week.

For Legal expenses claims call DAS Legal Expense Insurance Company Limited on 0345 268 9124. If you are phoning from abroad call, +44 (0) 1452 875 928.

## Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

### For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc  
Benefact House,  
2000 Pioneer Avenue,  
Gloucester Business Park,  
Brockworth, Gloucester,  
GL3 4AW, United Kingdom

Tel: 0345 777 3322

Fax: 0345 604 4486

Email: [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

### For Legal expenses complaints

DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side, Temple Back  
Bristol  
BS1 6NH

Tel: 0344 893 9013

Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

## Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

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

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: 0800 0 234 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

### The Financial Services Compensation Scheme

We are covered by The Financial Services Compensation Scheme (FSCS).

#### What this means for you

If we are unable to meet our obligations to you, the FSCS may be able to provide you with compensation. Limits apply depending on the product you have bought.

For further information on the scheme and the limits that apply, you can visit the website at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on **0207 741 4100** or **0800 678 1100**.

### Law applying

Unless agreed otherwise, the law which applies to this contract is the law of England and Wales unless your central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

# Other support and cover available

As part of your Heritage Business and Leisure insurance policy, you also have access to a wide range of additional services and support.

## **Risk advice line**

Operated by our in-house risk management experts, we can provide you with specified risk advice on a variety of topics including health and safety, construction safety, food safety, occupational health, environmental management, water safety, asbestos, property protection, security, fire safety and business continuity planning. Contact us on **0345 600 7531** (lines are open 9am – 5pm Monday to Friday, excluding Bank Holidays) or email us at [risk.advice@ecclesiastical.com](mailto:risk.advice@ecclesiastical.com)

## **Emergency glass replacement**

If you suffer glass breakage you can use these services and our specialist provider will effect a rapid repair.

Contact us on 0345 600 0148.

## **Public relations (PR) crisis & media assistance helpline service**

Provides a dedicated PR crisis helpline and specific PR legal advice. Contact us on 0345 600 1861.

## **Preferred suppliers**

We have negotiated preferential rates with a number of suppliers, market leaders in their respective fields, who offer a range of risk improvement products and services. To find out more visit our website at [www.ecclesiastical.com/risk-management](http://www.ecclesiastical.com/risk-management)

## **Value-added services**

The following are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS):

- Business assistance
- Commercial legal advice helpline.
- Tax advice helpline.
- Counselling helpline for your employees, authorised volunteers and their immediate family members, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment).
- Employment Manual – offering online employment guidance.
- DAS businesslaw – offering online business law guidance. Some services are only available for a fee.

Full contact details for these services can be found within the policy document.

# Notes



# Notes

# Notes

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.  
Our permitted business is general insurance.

**You can check this on the  
FCA's register by visiting the  
FCA's website**

**[www.fca.org.uk/register](http://www.fca.org.uk/register)**

**or by contacting the FCA on  
0800 111 6768**

If you would like this booklet in large print, braille or in audio format please call us on **0345 777 3322.**

You can also tell us if you would like to always receive literature in another format.

