

Charities and community groups

Key Facts



Professional liability, management liability, entity defence, employment law protection, fidelity, data liability and cyber liability covers are on a 'claims made' basis which provides cover for claims which are made and notified to us during the Period of Insurance.

Data loss, cyber loss and network interruption are on a 'first discovered' basis which provides cover for losses which are first discovered by you and notified to us during the period of insurance.

Cover

A. Your responsibility to third parties

Public liability / products 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 United Kingdom 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.

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.

Policyholder benefits



Employment law helpline and guides

Where employment law protection cover has been purchased you will gain access to our employer helpline and guides provided by employment law specialists at Markel Law. The helpline must be used whenever TUPE issues could potentially arise.



Cyber helpline

Where cyber cover is in place, policyholders can access a helpline to obtain expert legal and technical IT security guidance on issues arising from cyber and data protection risks, along with related risk management.

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 £500,000 inclusive of limit)
- Defective Premises Act cover (public liability section)
- Overseas personal liability cover (public liability section)
- Data Protection Act cover (public liability section)
- Consumer Protection Act and Food Safety Act defence costs cover (products liability section)

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 activities.

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 will apply to all claims.

This section also extends to 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)

*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.

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:

Public relations crisis management

Covering your costs in using a public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:

- The allegation that you have 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 a 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 member's of the entity's main board of directors, trustees, governors or council members
- Official investigations into the entity's affairs where there is a risk to the entity's business as a consequence of such attention (maximum £25,000 which is inclusive of the limit of indemnity)

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.

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 governor, director, council member, officer, trustee 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 & 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.

The limit of indemnity applies to each claim and in total for the period of insurance.

Cover under the investigations section is subject to a £1,000 excess.

B. Your responsibility as an employer

Employers liability

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.

This section also extends to include legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £500,000 inclusive of limit).

Personal accident (optional)

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 £10,000 or £100 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

Property damage

Covers your buildings, contents, stock and tenants improvements against accidental damage (including theft) on a reinstatement basis (i.e. 'new for old'). (Reinstatement basis does not apply to stock).

Contents sum insured automatically includes £500 personal effects per employee (including volunteers under your direct control), visitor etc and £500 in respect of theft of wines, spirits and tobacco (not for sale).

Cover is subject to a £250 excess.

Principal extensions under this section include:

- Professional fees.
- Automatic cover for new buildings / extensions, new office contents and increases in value due to inflation for:
 - Up to 25% of the buildings sum insured or £50,000 whichever is the least, and / or
 - Up to 15% of the contents sum insured or £10,000 whichever is the least
- Debris removal
- Automatic inclusion of bank interest etc
- Replacement of locks following theft of keys (for up to £2,500) (lower excess of £25 applies)
- Public authorities clause
- Computer breakdown (for up to £10,000)
- Incidental theft damage to buildings (covers your responsibility for repairing damage to the buildings following theft or attempted theft of your contents)
- Subsidence (an increased excess of £1,000 applies)

Damage to portable property

Covers specified items against accidental loss or damage anywhere in the world for agreed limits on a reinstatement basis of settlement (i.e. 'new for old').

Business interruption

Covers your loss of revenue and/or increase in cost of working for an agreed period due to interruption in your business (rent receivable and/or additional cost of working can be included) following:

- Damage which is insured under the property damage section
- Damage to other property which prevents or hinders your access to your premises
- Damage at the premises of your electricity, gas, water or telecommunications services supplier for more than 24 hours (for up to £25,000)
- Restrictions imposed on the use of your premises following an infectious disease, food poisoning, vermin etc on your premises
- Murder or suicide at your premises
- Subsidence

No excess applies to this section.

Money and personal assault (automatically included if property damage section operative)

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 £10,000 or £100 per week for 104 weeks depending on the nature of their injury.

Fidelity (not available in isolation)

Covers you for:

- Loss of money or goods arising from the dishonest or fraudulent acts of employees (including volunteers under your direct control)
- Loss of property or funds through computer fraud or fraudulent transfer instructions by third parties (other than employees or volunteers)

A £25,000 limit applies to each claim and in total for the period of insurance where you are able to meet certain best practice requirements. Otherwise the limit is £5,000.

An excess will apply to all claims.

Cyber and data risks (not available in isolation)

Covers you for:

– Data loss

Covers costs reasonably incurred by you in the 90 days following your first discovery of a data breach* to

- contain, recover and assess the data breach
- comply with any UK requirements to establish credit monitoring, identity theft or similar mitigation services

- comply with any UK requirements to notify third parties (or employees) of any data breach (and, where there is no such requirement, to notify such persons where this will mitigate or avoid a loss under the data liability section of the policy)

– Data liability

Covers your legal liability for damages and costs following a data breach

– Cyber loss

Covers costs reasonably incurred by you

- to restore, replace, rebuild or reinstate your computers following a hacking incident or denial of service attack that are specifically targeted at you
- to contain, mitigate or pay a ransom demand from a third party who threatens to initiate or continue a data breach against you

– Cyber liability

Covers your legal liability for damages and costs following

- your negligent transmission of a computer virus
- a hacking incident or denial of service attack that are specifically targeted at you
- libel, slander, defamation or unintentional infringement of intellectual property rights occasioned through your website or other online mediums

– Network interruption

Covers your reduction in net profit during the 7 days following a hacking incident or denial of service attack that are specifically targeted at you

Claims against you must be brought within the UK.

Your business must be conducted within the UK (other than temporary visits abroad).

At your request cover extends to certain other persons.

A limit applies to all losses in total for the period of insurance.

An excess will apply to all losses other than under network interruption.

Under network interruption we do not cover your reduction in net profit during the first 24 hours after you discover the hacking incident or denial of service attack.

* N.B. Under the data loss cover the data that is the subject of the data breach must either reside on your computers or (if non-electronic) be held by you. In respect of all other sections of cover such data may reside or be held anywhere.

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 a hacking incident or denial of service attack that is specifically targeted at you or any event which could result in a loss under the policy (maximum £25,000 or the indemnity limit whichever is the least)
- Regulatory investigations and fines - legal costs incurred with our agreement for representation at any investigation or proceedings by the UK Information Commissioner's Office - any fines levied against you due to a breach of the PCI Data Security Standard following a hacking incident or denial of service attack that is specifically targeted at you (maximum £100,000 or the indemnity limit whichever is the least)

Principal exclusions

All insuring clauses

- Claims involving mould
- Fines and penalties
- War risks and terrorism
- Cyber exposures

Public liability / products liability

- Damage to your property
- Claims arising from professional services 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 activities (see 'important note')
- Play inflatables and the like having a current PIPA certificate, used in accordance with manufacturer's recommendations and supervised by a responsible adult when in use
- Fairground rides and amusements unless owned and operated by Showman's Guild member

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
- 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, midwife (other than when acting in a nursing capacity only), dentist or anaesthetist
- Asbestos
- Certain intellectual property rights

Management liability

- Admitted or proven dishonest, fraudulent or malicious conduct *
- Prior and pending litigation
- Pollution*
- 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.

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
 - Licence 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 £5,000
- Taxation:
 - Aspects enquiries
 - Tax avoidance schemes
 - Failure to register for VAT
 - 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 activities (see 'important note')
- Pre-existing conditions
- Anyone under 16 or over 75 years of age
- Sickness or disease

Property damage

- Wear and tear, electrical/mechanical breakdown etc
- Pollution
- Damage to contents and/or stock which is not stored more than 15cm above floor level in any basement or cellar
- Damage to flat roofs if more than 10 years old and / or not adequately maintained

Damage to portable property

- Wear and tear, electrical / mechanical breakdown etc
- Unexplained shortage or disappearance
- Loss from unattended vehicles unless concealed in a locked boot etc and all security devices operative and force used to gain entry

Business interruption

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

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 75 years of age

Fidelity

- Unexplained shortages
- Certain dishonest and malicious acts

Cyber and data risks

- Betterment
- Certain dishonest and malicious acts
- Contractual liability
- Responsibility for the acts of other parties in any consortia or joint ventures
- Circumstances known at inception
- Claims made against you by anyone having a Financial interest in your business
- Trading losses (other than under network interruption)
- Infringement of patent
- Electromagnetic, electrical or mechanical radiation, failures, disturbances and the like
- Insufficient IT infrastructure capacity
- Use of unproven or illegal software

Important note – excluded activities (public liability / products 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
 - Dirt, vert, park, street, flatland and BMX freestyle disciplines of BMX cycling; cross country, trail riding, all mountain, downhill, freeride, slopestyle dirt jumping and trials disciplines of mountain biking
 - Mountaineering, cliff or rock climbing without the use of ropes
 - Winter sports (other than curling or skating)
- Barfly jumping, park our 'street running', "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)
- Motor sports including motorcycles and quad biking
- Paintballing
- Raft racing, white water rafting
- Road rallies, air displays
- Use of fireworks, firework displays or bonfires
- Shooting (other than clay-pigeon shooting)

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.

- Annual inspection and servicing by Gas Safe registered engineer of gas appliances etc and all remedial work carried out (applies to public liability / products liability, property damage and business interruption insuring clauses)
- Five yearly electrical inspection (by “competent person” authorised to undertake buildings regulations Part P (Electrical Safety) Inspections) and all remedial work carried out (applies to public liability / products liability, property damage and business interruption insuring clauses)
- Battery charging for powered wheelchairs etc done in accordance with manufacturer’s recommendations and (if vented batteries) in dedicated, well ventilated area
- Any portable heating appliances to be electrical or gas fired only, maintained and serviced in accordance with manufacturer’s recommendations and sited, guarded etc so as not to present a hazard
- Stock ledger condition

Public liability / products liability

- Certain ‘specified activities’ (see note) 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
- Trampolines to be used by one person only at a time, and supervised by a responsible adult on a ‘one to one’ basis
- Playground equipment to be inspected

Professional liability

- Doctors, surgeons, physicians, midwives (other than when acting in a nursing capacity only), 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

Property damage

- Security – specified (locking) requirements for final exit door, other external doors and final exit doors
- Any trade waste etc to be cleared daily

Cyber and data risks

- All rights and remedies to be maintained against service providers, designers, consultants or contractors

Average

Conditions of average apply to the property damage and portable equipment sections. In the event of under insurance the amount we pay will be reduced accordingly.

Note – ‘specified activities’ (public liability / products liability and personal accident).

Refer to the Certificate wording for full details but 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 include:

- Adventure activities or outward bound courses undertaken at activity centres registered with and licensed by the Adventure Activities Licensing Authority
- 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
- Swimming or diving in certain circumstances

General Note:

Some limits, terms and conditions may be varied for particular ‘bespoke’ arrangements.

All information accurate at the time of production November 2024.

This document 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.

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