



National Council for Voluntary Organisations (NCVO) Tel: 0800 2798 798 (help line)

working in conjunction with

Charities & Social Enterprise Insurance Management LLP (CaSE)

Tel: 0845 225 2288 (Insurance enquiries) Fax: 0845 225 2295

(CaSE is an Appointed Representative of aQmen Limited)

Neighbourhood Watch Public Liability Insurance

POLICY COVER SUMMARY

Refer to the policy wording for full details of cover, exclusions, and the General Conditions and General Exclusions.

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

COVER/LIMITS

Liability for injury to the public or damage to their property arising from:

a. specified community activities for Neighbourhood Watch:

- attending conferences and exhibitions
- group and association meetings
- house meetings
- police liaison
- poster, literature and sticker distribution
- stallholder at: boot sales, jumble sales, fetes and fairs
- sign erection and maintenance, including signs whilst erected, provided that the lower edge of any sign is not less than 2.1 metres above the footway.

b. the sale or supply of food and beverages and the supply of free literature.

SIGNIFICANT EXCLUSIONS

£100 excess for third party property damage

Contractual liability

Fines, penalties, punitive, aggravated, multiplied or liquidated damages

Offshore activities

Professional advice, error or services

Property being worked upon

Specified community activities:

- car window etching
- fund-raising activities
- house or pet watch
- installation, siting or maintenance of any:
 - security locks, devices or equipment
 - intruder or fire alarms
 - fire safety equipment
- property marking.

Indemnity limit of £5,000,000 (includes costs and expenses)

Indemnity limit applies to any one period of insurance for Pollution or Contamination

Use of mechanically propelled vehicles for which compulsory motor insurance is required

Use of watercraft and craft designed to travel through air or space

EXTENSIONS

Health and Safety at Work (Defence costs) - Indemnity limit of £500,000

Fines and penalties

Indemnity to other people including principals and members

Cross Liabilities - The indemnity limit in total for all parties

Hired or rented premises

£100 property damage excess

Contractual liability

Motor contingent liability

Fines and penalties

Consumer protection (Defence costs) - Indemnity limit of £500,000

NOTE: This policy contains restrictions with regard to activities covered and may not cover all events held by you. You may also have property, contents and other risks which you wish to insure. If you would like to discuss your insurance needs – please contact your agent: Charity & Social Enterprise Insurance Management LLP (CaSE).

Neighbourhood Watch Public Liability insurance is underwritten by Ansvar Insurance Company Limited

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

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

Authorised and Regulated by the Financial Services Authority (FSA).



Neighbourhood Watch Public Liability Insurance

STATEMENT OF FACTS

If you are unable to complete the declaration on this Statement of Fact, please refer to:

National Council for Voluntary Organisations (NCVO) Tel: 0800 2798 798 (help line)

or your insurance advisor:

Charities & Social Enterprise Insurance Management LLP (CaSE)

Tel: 0845 225 2288 (Insurance enquiries) Fax: 0845 225 2295

Your details:

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

Public Liability cover to start on: 22 July 2008

Neighbourhood Watch Association/Scheme for: Horsham District

Contact Name: Miss Debbie Flint

Position held within your Association/Scheme : Crime Prevention Co-ordinator

Contact Address: Crawley Police Station

Contact Postcode: RH10 8BF

E-mail Address: debbie.flint@sussex.pnn.police.uk

Police Reference allocated: 47/NH/NHW

Number of Scheme Co-ordinators in your Association/Scheme: 732

Number of households in your Neighbourhood Watch catchment area: 52800

Important Notes

- We reserve the right to ask for special terms or decline this Statement of Fact.
- You should keep a record (including copies of letters) of all information supplied to us for the purposes of entering into a contract of insurance.
- Any policy issued as a result of this Statement of Fact will be governed solely by the relevant laws relating to your postal address, provided that address is within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man. If there is any dispute as to which law applies, it shall be English Law. We will communicate with you in English at all times.

Eligibility

In order to be eligible for this insurance, you must be able to confirm that the following statements are true.

By completing and submitting this Statement of Fact you are confirming that the following statements apply to you.

Any inaccuracy or error may render the policy voidable by us.

If you are in any doubt whether these statements are applicable to you, or if there are other facts which you think may be relevant, these should be discussed with your insurance advisor before submitting this form.

These statements form part of, and are the basis for the contract.

- You have completed a formal registration with, and have been approved by, your local police authority as an authorised Neighbourhood Watch Association/Scheme.
- Your Neighbourhood Watch registration with the police authorities is currently effective.
- You have not made any claim or incurred any liability, for any of the risks proposed, in the past 3 years.

Can you confirm that the above statements are true? Yes

Name of person completing this Statement of Fact: Miss Debbie Flint

If you are unable to confirm these statements, you are not eligible for this insurance

Data Protection Act

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

No We may write to you, or your agent, with details of other products or services available that may be of interest to you.

Fraud prevention or detection

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



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

Tel 01323 737541, Fax 01323 644082, www.ansvar.co.uk

Neighbourhood Watch Public Liability Insurance

THE SCHEDULE

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

Subject to the terms and Conditions of the policy the insurance is for the period shown.

Agent:

aQmen Limited, James House, Emlyn Lane, Leatherhead, Surrey, KT22 7EP

Policyholder:

Neighbourhood Watch Association/Scheme for: Horsham District

Reason: New Business

Period of Insurance: From 22/7/2008 to 31/03/2009 (for a period not exceeding 12 months)

Policy Number: BPP2166756/1000437

Police Reference: 47/NH/NHW

Policy Type: Public Liability

Premium: As agreed with your agent

Contact Name: Miss Debbie Flint

Contact Address: Crawley Police Station

Contact Postcode: RH10 8BF

Number of Scheme Co-ordinators in your Association/Scheme: 732

Number of households in your Neighbourhood Watch catchment area: 52800

Public Liability: £5,000,000 Indemnity Limit

Date of Issue: 22 July 2008

Ansvar Insurance Company Limited. Registered Office: Beaufort House, Brunswick Road, Gloucester, GL1 1JZ Registered No: 661060 England

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

Authorised and Regulated by the Financial Services Authority (FSA).

NEIGHBOURHOOD WATCH INSURANCE

Thank **you** for insuring with Ansvr and **we** welcome **you** as a policyholder.

Please read the policy and schedule carefully. If **you** need any further explanation or if **you** find any mistakes please contact **your** insurance advisor (Charities & Social Enterprise Insurance Management LLP (CaSE) or **us** immediately.

You must tell **us** about any changes which affect **your** policy. Failure to do so could invalidate **your** cover. If **you** are not sure whether certain facts or changes are relevant please check with **your** insurance advisor (Charities & Social Enterprise Insurance Management LLP (CaSE) or **us**.

The schedule enclosed with this policy shows **your** individual details. It also shows the sections of cover which are operative together with any endorsement numbers which may apply. The schedule is normally reissued each time there is a change under the policy.

Should **you** at any time be dissatisfied with **our** service, please refer to **our** Complaints Procedure together with details of **our** participation in the Financial Ombudsman Service.

Making a claim

For all claims:

- Tell **your** insurance advisor (Charities & Social Enterprise Insurance Management LLP (CaSE) or **us** immediately by telephone, letter, fax or email.
- If someone is making a **claim** against **you**, do not make any promise to pay. Send any letter or document to **us** unanswered without delay.

Complaints procedure

We aim to provide a high standard of service. However, if **you** have any reason to complain about the advice or service **you** have received **you** should contact **your** insurance advisor (Charities & Social Enterprise Insurance Management LLP (CaSE) or Ansvr Insurance Company Limited.

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

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

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

email: ansvar.insurance@ansvar.co.uk

- **We** will acknowledge all complaints within 5 working days.
- All complaints will be investigated independently at a senior level within Ansvr Insurance.
- **We** will aim to respond formally to **your** complaint within 4 weeks, but **we** shall endeavour to report to **you** within 10 working days whenever possible.
- If after 4 weeks **we** have not completed **our** investigation **we** will write to **you** to tell **you** the progress of the investigation. **We** will then write to **you** again within 8 weeks of receiving **your** complaint with **our** response, or to inform **you** of the progress being made.
- If **you** are not satisfied with **our** response, or **we** have not completed our investigation after 8 weeks, **we** will inform **you** of **your** right to take the complaint to:

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

Tel: 0845 080 1800 Fax: 020 7964 1001

email: complaint.info@financial-ombudsman.org.uk

- If **you** are a business or a not for profit organisation with an annual turnover of less than £1million, **you** are entitled to refer **your** case to the Financial Ombudsman Service.

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

The Financial Services Compensation Scheme (FSCS)

This Scheme was set up under the terms of the Financial Services and Markets Act 2000.

The aim of FSCS is to protect private and small business customers should an insurer go out of business and be unable to meet its liabilities or pay **claims**.

In this event, **we** believe it is likely that the FSCS could consider churches and charities similarly to small companies i.e. **you** may be entitled to compensation depending upon **your** income and the number of people **you** employ.

FSCS may arrange to transfer **your** policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation **you** can receive from the Scheme for a **claim** against an insurance firm depends on the type of insurance policy.

- For compulsory insurance, such as third party motor insurance, the full amount of the claim or unused premiums is protected in full.
- For non-compulsory insurance, such as property insurance, the first £2,000 of a claim or unused premiums is protected in full followed by 90% of the remainder.

For further information:

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

Tel: 020 7892 7300 Fax: 020 7892 7301

email (please include full name and address with any message): enquiries@fscs.org.uk

Helpline services

DAS provide these services 24 hours a day, 7days a week during the **period of insurance**.

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

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

EUROLAW COMMERCIAL LEGAL ADVICE

DAS will give the **policyholder** confidential legal advice over the phone on any commercial legal problem affecting the charity, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

DAS will give the **policyholder** confidential advice over the phone on any tax matters affecting the **policyholder** under the laws of the United Kingdom.

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

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

COUNSELLING

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

TO CONTACT THE COUNSELLING HELPLINE:

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



FORM No. F.A. 35

NEIGHBOURHOOD WATCH POLICY

We and **you** agree that:

- a. the basis of the contract is the information contained in the statement of facts and a premium has been agreed or paid
- b. **we** will insure **you** as detailed in the policy and schedule during the **period of insurance** shown in the schedule.
- c. the policy and schedule are to be read together as one document.

Definitions

Some words or phrases in this policy and its schedule are in **bold italics** and have particular meanings that are stated below unless otherwise specified by endorsement.

These definitions apply equally where used in the singular or plural unless otherwise stated.

asbestos

asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos

bodily injury

death, illness, injury or disease

claim

your request to **us** for indemnity or reimbursement under the terms of this policy. A claim includes a single loss or series of losses from one event consequent on or attributable to one source or original cause

community activities

employee's control:

- attending conferences and exhibitions
- group and association meetings
- house meetings
- police liaison
- poster, literature and sticker distribution
- stallholder at: boot sales, jumble sales, fetes and fairs
- sign erection and maintenance, including signs whilst erected, provided that the lower edge of any sign is not less than 2.1 metres above the footway

Community activities do not include:

- car window etching
- fund-raising activities
- house or pet watch
- installation, siting or maintenance of any:
 - security locks, devices or equipment
 - intruder or fire alarms
 - fire safety equipment
- property marking

costs and expenses

- legal costs and expenses recoverable from **you** by any claimant
- defence costs and expenses incurred with **our** written consent

damage / damaged

physical loss, destruction or damage

data

information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware

employee

any person:

- under a contract of service or apprenticeship with **you**
- who is hired to, supplied to or borrowed by **you**
- engaged under a work experience or similar scheme
- labour only sub-contractor or anyone employed by them
- self-employed person

- helping as a volunteer

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

offshore

- embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel
- whilst on any offshore rig, platform or service or accommodation vessel

period of insurance

the period shown on the schedule for which **we** agree to accept and **you** have paid or agreed to pay the premium

territorial limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

terrorism

an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear

we / us / our

Ansvar Insurance Company Limited

you / your / insured / policyholder

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

Public Liability

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental:

- **bodily injury** to any person
- **damage** to material property
- obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement

occurring during the **period of insurance** in connection with: **community activities** and happening within the **territorial limits**.

We will also pay the cost of representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with **our** consent.

WHAT IS NOT COVERED

1. The first £100 of each **claim** for **damage** to material property.

2. Liability arising directly or indirectly from any:
 - a. error or omission in the provision of professional services
 - b. treatment of any kind (other than first aid)
 - c. respite, domiciliary or medical care services
 - d. libel, slander, defamation or plagiarism
 - e. **bodily injury** to any **employee** and **your** members arising out of and in the course of the **community activities**
 - f. ownership repair or maintenance of buildings or land
 - g. **damage** to property:
 - i. or any part on which **you** or any **employee** is or has been working where the **damage** results from such work
 - ii. belonging to you or held in trust by **you** or borrowed, rented, leased or hired for use by **you** other than personal property (including vehicles and contents) of **your** visitors, directors or **employees**
 - h. offshore activities
 - i. counselling, advice, design, formula or specification whether given for a fee or not
 - j. **damage** to or the costs of recall, replacement, alteration, repair or reinstatement of any products or contract work executed by **you** which is caused by a defect or its unsuitability for its intended purpose
 - k. goods (including their containers, packaging, labelling or instructions) no longer in **your** custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by **you** from or in the **territorial limits** in connection with **community activities** other than:
 - i. food or beverages supplied by **you**
 - ii. free literature supplied by **you**
 - l. ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this policy, of any
 - i. watercraft (other than hand propelled) and craft designed to travel through air or space
 - ii. mechanically propelled vehicles for which compulsory motor insurance or security is required, other than for loading and unloading unless cover is provided by any other policy
 - m. an agreement unless liability would have existed without the agreement
 - n. mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**. However, this shall not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual **community activities** or any contract work undertaken and
 - i. **you** have complied with any legal obligations to manage **asbestos** and
 - ii. any discovery of **asbestos** by **you** is unintentional and accidental and
 - iii. where, upon discovery of **asbestos**, all work immediately stops and
 - iv. a HSE licensed asbestos removal contractor is employed
 - to make safe the area in which the discovery is made as soon as is practicable and
 - who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
 - o. fears of the consequences of exposure to, or inhalation of **asbestos**.
3. Fines or penalties.
4. Punitive, exemplary, aggravated or multiplied damages.
5. Liquidated damages.

6. Any compensation awarded by a court of criminal jurisdiction.

Public Liability Extensions

Subject otherwise to the terms, exceptions and conditions of this policy.

1. HEALTH AND SAFETY AT WORK

WHAT IS COVERED

We will pay all amounts which you become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the **territorial limits**

committed or alleged to have been committed in the course of the **community activities** during the **period of insurance**, including **costs and expenses** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of persons other than **employees**.

The most **we** will pay is £500,000 for any **claim**.

WHAT IS NOT COVERED

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by:
 - a. **you** or **your** directors
 - b. any **employee** responsible for compliance with the legislation.
3. Legal costs and expenses covered elsewhere in this policy or by any other policy.
4. Liability for **bodily injury** or **damage** to property.

2. INDEMNITY TO OTHER PEOPLE

WHAT IS COVERED

At **your** request **we** will pay all amounts which the following people or organisations become legally liable to pay as damages and **costs and expenses** for a claim against them:

- any member or **employee**
- any principal, being any person, local or public authority, company or firm, with whom **you** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by **you**

Provided:

- **you** would have been entitled to cover under this policy if the claim had been made against **you**
- such parties keep to the terms of this policy insofar as they can apply.

3. CROSS LIABILITIES

WHAT IS COVERED

If more than one party is named in the schedule as the **insured we** will deal with any **claim** as though a separate policy had been issued to each of them.

4. HIRED OR RENTED BUILDINGS

WHAT IS COVERED

Where **you** are legally liable to pay for **damage** to property at premises borrowed, rented, leased or hired for use by **you** for the **community activities**, the cover provided under this policy extends to include **your** legal liability for such **damage**.

WHAT IS NOT COVERED

Where **you** are legally liable to pay for **damage** to property at premises borrowed, rented, leased or hired for use by **you** for the **community activities**, the cover provided under this policy extends to include **your** legal liability for such **damage**.

1. The first £100 of each **claim** for **damage** to material property other than for **claims** caused by fire or explosion.
2. Liability:
 - a. arising from an agreement unless liability would have existed without the agreement
 - b. otherwise excluded under this policy apart from property borrowed, rented, leased or hired for use by **you**
 - c. where **you** are required to insure, or pay for the insurance of, the property **damaged**.

5. MOTOR CONTINGENT LIABILITY

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay as damages and **costs and expenses** for accidental **bodily injury** or **damage** arising out of the use by any **employee** of any motor vehicle in connection with the **community activities**.

WHAT IS NOT COVERED

1. Liability arising from:
 - a. **damage** to any such vehicle or its contents
 - b. any vehicle provided by **you**
 - c. any vehicle driven by **you**
 - d. any vehicle driven by a person who to **your** knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - e. participation in racing, pace making, reliability trials or speed testing.
2. Liability:
 - a. to the drivers or owners of such motor vehicles
 - b. arising outside the **territorial limits**
 - c. covered by any other policy.
3. Fines or penalties.
4. Punitive, exemplary, aggravated or multiplied damages.
5. Liquidated damages.

6. CONSUMER PROTECTION

WHAT IS COVERED

We will pay all amounts which **you** become legally liable to pay for **costs and expenses** in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **community activities** and are brought in the **territorial limits**.

The most **we** will pay is £500,000 for any **claim**.

WHAT IS NOT COVERED

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by **you**, or any director of the **community activities** or any **employee** responsible for compliance with the legislation.
3. Legal costs and expenses covered elsewhere in this Policy or by any other policy.
4. Liability for **bodily injury** or **damage** to property.

Claims settlement for Public Liability

LIMITS

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

- all **claims**, including **costs and expenses**, in any one **period of insurance** caused by products
- all **claims**, including **costs and expenses**, in any one **period of insurance** arising from pollution or contamination
- any **claim**, including **costs and expenses**, for liability other than relating to products or pollution or contamination
- any **claim**, including **costs and expenses**, under Cross Liabilities (Extension 3) in total to all parties

is the Indemnity Limit shown in the schedule.

General Exclusions (applicable to the whole policy)

This policy does not cover:

1. RADIOACTIVE CONTAMINATION

any expense, consequential loss, legal liability or **damage** to any property directly or indirectly arising from:

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

2. WAR RISKS

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

3. TERRORISM

- i. for **damages** and **costs and expenses** directly or indirectly caused by, resulting from or in connection with any act of **terrorism**
- ii. directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this Exclusion any liability for damages and **costs and expenses** of whatsoever nature is not covered by this policy the burden of proving the contrary shall be upon **you**.

4. POLLUTION OR CONTAMINATION

liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

- i. all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
- ii. all **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination.

5. DATE RELATED COMPUTER FAILURE

any **claim**, loss, liability or expenses caused by or arising from, directly or indirectly or in any way relating to, the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether **your** property or not, to:

- a. correctly recognise any date as its true calendar date
- b. capture, save or retain, and/or correctly to manipulate, interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c. capture, save, retain or correctly to process any **data** as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of **data** or the inability to capture, save, retain or correctly to process such **data** on or after any date

but this shall not exclude subsequent **damage** to **your** property specifically insured by the policy or any loss not otherwise excluded which itself results from:

- fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation

if covered by this policy.

6. ELECTRONIC RISKS

liability arising from **damage** to **data**.

General Conditions (applicable to the whole policy)

1. CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms of this policy relating to anything to be done or complied with by **you** shall be conditions precedent to **our** liability to make any payment under this policy.

2. GOVERNING LAW

This policy is to be governed solely by the relevant laws of the **territorial limits** relating to **your** postal address as shown in the schedule. If there is any dispute as to which law applies it shall be English Law. **We** will communicate with **you** in English at all times.

3. COOLING-OFF

If **you** are a private customer and **you** decide within 14 days of taking out this policy that it does not meet **your** requirements, **we** will refund the premium **you** have paid.

4. CANCELLATION

- **We** may cancel this policy by giving 14 days notice in writing by recorded delivery to **your** last known address. **We** shall return a proportionate part of the premium for the unexpired period of the policy.
- **You** may cancel this policy by giving **us** written instructions but no return of premium will be allowed.

5. SUBROGATION

Before or after **we** settle any **claim** under this policy **you** shall, at **our** request and at **our** expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from

other parties, to which **we** would be entitled after settlement of that **claim**.

6. CLAIMS PROCEDURE (YOUR DUTIES)

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

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

7. CLAIMS PROCEDURE (OUR RIGHTS)

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

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

8. OTHER INSURANCE

If at the time of a **claim** there is any other insurance covering anything insured by this policy, **we** will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this policy.

9. FRAUD

If **you** or anyone acting for **you** makes a **claim** under this policy knowing the **claim** to be false in any respect, **we** will not pay the **claim** and all cover under this policy ceases.

10. MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

This policy will be voidable if there is any misrepresentation, misdescription or non-disclosure of any material fact or detail.

11. REASONABLE CARE

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

- prevent or minimise **damage** or **bodily injury**
- maintain the property covered under this policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of **employees**
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this policy immediately they are identified.

12. ALTERATION OF RISK

You must tell **us** immediately:

- **you** become aware of any changes in circumstances which increase the risk of **damage**, accident or liability, such as changes in the **community activities**
- **your** interest ceases, except by will or operation of law
- if an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement.

You will not be covered under this policy unless such changes have been accepted by **us** in writing.

13. RIGHTS OF THIRD PARTIES

A person or company who is not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14. DECLARATIONS

period of insurance will be applied.

15. NEIGHBOURHOOD WATCH REGISTRATION

It is a condition precedent to any liability under this policy that **you** are formally registered with and approved by **your** local police authority at all times throughout the currency of this insurance.

In the event of a **claim**, **you** will be required to produce evidence of **your** registration and approval.

Other useful addresses

Ansvar Insurance Company Limited

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

Charities & Social Enterprise Insurance Management LLP (CaSE)

James House, Emlyn Lane
Leatherhead, Surrey, KT22 7EP
Tel: 0845 225 2288
Fax: 0845 225 2295

aQmen Limited

James House, Emlyn Lane
Leatherhead, Surrey, KT22 7EP
Tel: 0845 225 2288
Fax: 0845 225 2295

National Council For Voluntary Organisations (NCVO)

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

The Financial Services Authority

25 The Colonnade, Canary Wharf
London, E14 5HS
Tel: 020 7066 1000
www.fsa.gov.uk/mgi

DAS Legal Expenses Insurance Co. Ltd

DAS House, Quay Side
Temple Back, Bristol, BS1 6NH
Tel: 0117 934 2000
Fax: 0117 934 2109
www.das.co.uk

Association of British Insurers

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

ANSVAR INSURANCE COMPANY LIMITED

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

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

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

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

