



# Multi Cover Third Sector Express

## Summary of cover

### Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are set out in full in your policy documentation. This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy wording. It is important that you read the policy wording carefully when you receive it.

### The Underwriters

This policy is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the 'Underwriters'), in accordance with the authority granted under:

Binding Authority Agreement Number / UMR	Section	Underwriter	Proportion
VI001/22768N/ CH5342984T	Business all risks Money and assault Employers' liability Public and products liability  Charity trustees management liability Professional liability Personal accident	Ageas Insurance Limited  Registered address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA  Registered in England and Wales No 354568  Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial services register No 202039.	100%

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No.307511)



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## Cancellation

During the first period of insurance, you have the right to cancel this policy within 14 days of:

- (a) receipt of the policy wording and schedule, or
- (b) the inception date of this policy

whichever is the later, by writing to the Underwriters or alternatively by contacting Victor Insurance to confirm cancellation. Cancellation will take effect from the date that the Underwriters or Victor Insurance receive your cancellation instructions. Provided no claim has been made and there has been no incident known to you prior to cancellation which may give rise to a claim, you will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before the Underwriters can deal with the claim. The Underwriters will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this policy.

You may cancel this policy at any other time by writing to the Underwriters or alternatively by contacting Victor Insurance to confirm cancellation. You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period of insurance provided no claim has been made during the period of insurance in which the cancellation is to take effect. If a claim has been made, the Underwriters will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. You will not be entitled to any refund if:

- (a) there has been an incident known to you which may give rise to a claim, or
- (b) the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

## Duration of the Policy

The policy will remain in force for 12 months from date of commencement, or as otherwise shown in your schedule.

## Making a Claim

If you need to make a claim please contact Ageas Insurance Limited:

- (a) Commercial claims department on **0345 122 3283**. Lines are open 24 hours a day, 365 days a year. The claims handler will take full details of the claim and guide you through the next steps.
- (b) Alternatively you can write to Commercial Claims Department, Ageas Insurance Limited, Ageas House, The Square, Gloucester Business Park, Brockworth, Gloucestershire, GL3 4FA

You should notify the Underwriters of any claim or any incident which may lead to a claim as soon as possible. The sooner the Underwriters are involved, the more opportunity they have to resolve the claim to your satisfaction. You must notify the Underwriters within seven days if the incident relates to damage by riot, civil commotion, labour or political disturbances.

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**Important note:**

Please do not ask for help from a lawyer, accountant or anyone else before the Underwriters have agreed that you should do so. If you do, the Underwriters will not pay the costs involved even if they accept the claim.

**Type of Insurance and Cover**

The Third Sector Express policy offers the flexibility to select from a wide range of covers to provide tailored protection.

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## Business all risks- Cover, Features and Benefits

Features and Benefits	Significant Exclusions or Limitations
<p>Cover for your organisations equipment following accidental loss or damage</p> <p>Cover can be extended to anywhere in the world</p>	<p>Theft unless it involves entry to or exit from a building by forcible and violent means or that does not actual or threatened assault or violence to you or a director, partner or employee</p> <p>Theft from any unattended vehicle unless you are able to comply with the Unattended Vehicles condition on page 75 of the policy wording and there is evidence of forcible and violent entry to the vehicle</p> <p>Damage due to escape of water from tanks pipes, malicious persons (other than fire and explosion) in respect of buildings which are unoccupied or disused</p> <p>Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship</p> <p>Mechanical or electrical breakdown or derangement</p> <p>The excess stated in the schedule or in the policy wording</p> <p>Conditions:</p> <ul style="list-style-type: none"> <li>• Unattended vehicles</li> <li>• Portable computer equipment</li> </ul>

## Employers' liability - Cover, Features and Benefits

Protection against your legal liability for bodily injury to your employees up to a limit of liability of £10,000,000 including costs and expenses

Features and Benefits	Significant Exclusions or Limitations
<p>Legal costs and expenses in defending prosecutions under health and safety legislation</p>	<p>Cover for acts of terrorism is limited to £5,000,000 per event</p>

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## Employers' liability (continued)

Features and Benefits	Significant Exclusions or Limitations
<p>Unsatisfied court judgements in favour of employees injured in your employment by third parties</p> <p>Compensation for court attendance – Policyholder/Director/Partner £500 per day and employee £250 per day</p> <p>Legal expenses in connection with Corporate Manslaughter Act</p> <p>Definition of employee includes governors, trustees and volunteers</p>	<p>The duration of any work away outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man must not exceed six months during the period of insurance</p> <p>HSE intervention fees and costs and expenses in connection with remedial orders or publicity orders</p> <p>Mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos</p> <p>The use of cradles or tower cranes or explosives</p> <p>Water diversion, pile driving, underpinning, demolition or partial demolition</p> <p>Work at certain locations (see pages 40 and 41 of the policy wording)</p> <p>Tour operators' liability</p> <p>Work in or on, or travel to or from any offshore installation or support vessel</p> <p>Bodily injury of employees whilst carried in or upon a vehicle</p>

## Public and products liability - Cover, Features and Benefits

Protection against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

Legal liability for fees, expenses, damages and claimants costs following injury or damage by goods that you have supplied, sold, repaired, tested or maintained

Features and Benefits	Significant Exclusions or Limitations
<p>Limits available £2,000,000, £5,000,000 and £10,000,000</p>	<p>Cover for acts of terrorism is limited to £5,000,000 or the Limit of Liability stated in the schedule, whichever is lower</p>

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## Public and products liability (continued)

Features and Benefits	Significant Exclusions or Limitations
Liability arising from professional errors, omissions or neglects in the provision of professional medical and care services up to £1,000,000	The duration of any work away outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man must not exceed six months during the period of insurance
Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK	HSE intervention fees and costs and expenses in connection with remedial orders or publicity orders
Legal expenses and costs in defending prosecutions under all relevant health and safety legislation	Mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos
Defective Premises Act liability	The use of cradles or tower cranes or explosives
Personal liability cover for employees and directors whilst they are overseas on your business	Water diversion, pile driving, underpinning, demolition or partial demolition
Compensation for court attendance – Policyholder/Director/Partner £500 per day and employee £250 per day	Ownership, possession or use of vehicles or craft (see page 51 of the policy wording)
Legal costs and expenses in defending prosecutions under Part II of the Consumer Protection Act 1987	Work at certain locations (see pages 52 and 53 of the policy wording)
Employees' and visitors' personal belongings	Tour operators' liability
Liability for loss or damage to premises hired or rented to you for the purpose of your organisations objectives	Loss or damage to property in your custody or control
Data Protection	Liability arising out of products supplied in the knowledge that they will be used in the navigation, propulsion or safety of any aircraft or other aerial devices
Legal expenses in connection with Corporate Manslaughter Act	Liability arising from or in connection with products supplied known by your or a director, partner or employee to be supplied directly or indirectly to the USA or any territory within its jurisdiction or Canada unless agreed by us in writing
Pastoral Care	Pollution or contamination unless caused by a sudden and identifiable incident

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## Public and products liability (continued)

Features and Benefits	Significant Exclusions or Limitations
<p>Cover for hirer's of your premises for non commercial activities that are for the benefit of the local community</p> <p>Libel and Slander up to £25,000</p> <p>Firework Displays and Bonfires included as standard</p> <p>Inflatable devices included as standard</p> <p>Playgrounds and Amusement Devices included as standard</p> <p>Most fundraising events and activities included. Please speak to your insurance adviser for further information</p>	<p>Work in or on, or travel to or from, or any products supplied to any offshore installation or support vessel</p> <p>Advice, design, consultancy or instruction or the provision of any treatment facility other than face painting</p> <p>Making up, prescribing or dispensing or repackaging of drugs or medicines</p> <p>Events with attendances in excess of 1,000, where the duration exceeds 48 hours, taking place outside the UK, organised by third parties, or involving specific hazardous activities need to be agreed by us</p> <p>The excess stated in the schedule or in the policy wording</p> <p>Conditions:</p> <ul style="list-style-type: none"> <li>• Firework displays and bonfires</li> <li>• Inflatable devices</li> <li>• Mobility scooter</li> <li>• Subcontractors and suppliers</li> <li>• Litter picking</li> </ul>

## Charity trustees management liability - Cover, Features and Benefits

Cover that protects you whilst performing your duties as a charity trustee or committee member

Features and Benefits	Significant Exclusions or Limitations
<p>Limits of £100,000, £250,000, £500,000, £1,000,000 and £5,000,000 are available</p> <p><b>Trustee Liability</b> including:</p> <ul style="list-style-type: none"> <li>• Company reimbursement</li> <li>• Investigation costs</li> <li>• Outside entity</li> </ul>	<p>The cover provided by this section is on a claims made basis which means that we will only consider a claim if it is discovered by you and notified to us during the period of insurance</p> <p>Prior claims or knowledge</p>

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## Charity trustees management liability (continued)

Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> <li>Past trustees</li> <li>Legal representation costs</li> </ul> <p><b>Organisational Liability</b> including:</p> <ul style="list-style-type: none"> <li>Investigation costs</li> <li>Legal representation costs</li> <li>Loss of documents up to £100,000 in any one period of insurance</li> <li>Public relation costs up to £25,000 in any one period of insurance</li> </ul> <p><b>Employment Practices Liability</b> including:</p> <ul style="list-style-type: none"> <li>Investigation costs</li> <li>Legal representation cost</li> </ul> <p>Cover automatically includes:</p> <p>Emergency costs up to £50,000 in any one period of insurance</p> <p>Pollution or Contamination up to £100,000 in any one period of insurance</p>	<p>Fraudulent or deliberate acts</p> <p>Illegal profits</p> <p>Professional duty</p> <p>USA or any territory within its jurisdiction or Canada</p> <p>Copyright</p> <p>Property or injury claims</p> <p>Any claim outside of the UK</p> <p>Financial benefit schemes</p>

## Professional liability - Cover, Features and Benefits

Provides cover for civil liability arising from a negligent act or omission, committed in the conduct of your activities

Features and Benefits	Significant Exclusions or Limitations
<p>Cover is provided for any claims arising from any dishonest or fraudulent act or omission of any past or present, partner, director or employee</p> <p>Cover limits of liability up to £1,000,000 is available</p> <p>Loss or damage to documents up to £100,000</p>	<p>Employee disputes</p> <p>Bodily injury claims</p> <p>Express guarantee or contractual penalty</p> <p>Controlling interest</p> <p>Financial benefit schemes</p>

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## Professional liability (continued)

Features and Benefits	Significant Exclusions or Limitations
<p>Compensation for court attendance – Policyholder/Director/Partner £250 per day and employee £100 per day</p> <p>Representation costs up to £100,000</p>	<p>Premises, vehicles or craft</p> <p>Dishonest or fraudulent acts</p> <p>Defamation</p> <p>Contractual liability</p> <p>Pollution or contamination</p> <p>Trading losses and insolvency</p> <p>Design, construction or supply</p> <p>Rights of recovery</p> <p>Virus or similar mechanism</p> <p>USA or any territory within its jurisdiction or Canada</p> <p>Medical Malpractice</p> <p>Joint venture</p> <p>Abuse</p>

## Money and assault - Cover, Features and Benefits

Features and Benefits	Significant Exclusions or Limitations
<p>Loss of money belonging to your organisation on your premises, in transit, on site, at the private homes of key staff, and in any bank night safe</p> <p>Bodily injury to you or your employees as a result of assault or attempted assault whilst carrying money belonging to your organisation</p>	<p>Shortages due to clerical or accounting errors</p> <p>Losses due to the fraud or dishonesty of any employees not discovered within seven working days</p>

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## Money and assault (continued)

Features and Benefits	Significant Exclusions or Limitations
<p>Medical and dental expenses up to £500</p> <p>Collection tins or boxes anywhere in the UK up to £100 per claim, £500 per period</p> <p>Money in vending or gaming machines up to £500 per claim</p> <p>Automatic doubling of most money limits for fundraising events</p>	<p>Loss from unattended vehicles, vending or gaming machines</p> <p>Loss arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</p> <p>Conditions:</p> <ul style="list-style-type: none"> <li>• Minimum security standards</li> <li>• Money in transit</li> <li>• Unattended vehicles</li> <li>• Key security</li> </ul>

## Personal accident - Cover, Features and Benefits

Cover for you, your directors, partners and employees against accidental bodily injury

Features and Benefits	Significant Exclusions or Limitations
<p>Cover against accidental bodily injury</p> <p>Death, loss of sight, hearing or limb(s)</p> <p>Permanent total disablement from normal occupation or profession</p> <p>Temporary total disablement from normal occupation or profession</p> <p>Temporary partial disablement</p> <p>Cover is provided on a 24 hour basis for employees and for volunteers whilst they are taking part in an unpaid activity on behalf of the organisation</p>	<p>Suicide, attempted suicide or deliberate exposure to danger except in an attempt to save human life</p> <p>Pregnancy or childbirth</p> <p>Flying except while travelling in an aircraft of a recognised airline as a passenger</p> <p>Accidents caused through participation in certain hazardous activities</p> <p>The effects of alcohol or drugs or any treatment for drug addiction</p>

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## Exclusions applicable to the policy

Significant Exclusions or Limitations	
	<p>Marine policies</p> <p>Radioactive contamination</p> <p>Fines, penalties, punitive or exemplary damages, multiplied damages or liquidated damages</p> <p>War or government action</p> <p>Terrorism except as provided by the terrorism, employers' liability and public and product liability sections of the policy</p> <p>Damage to property or data in Northern Ireland caused by riot, civil commotion, labour disturbances or malicious persons (other than damage caused by fire or explosion)</p> <p>Electronic risks (not applicable to the employers' liability and public and products liability sections)</p> <p>Data protection except as provided under the public and products liability section</p> <p>Pollution or contamination (not applicable to the employers liability or public and products liability sections or defence costs under the charity trustee management liability section)</p> <p>Asbestos (applicable to the employers' liability, public and products liability and professional liability sections)</p> <p>Data recognition</p>

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## Complaints Procedure

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. In the event that you remain dissatisfied and wish to make a complaint, you can do so by writing to the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU. If appropriate your complaint may ultimately be handled by the insurer or a third party acting on the insurers' behalf. If this is the case we will notify you upon receipt of your complaint. Making a complaint does not affect your right to take legal action.

If you are not happy with the outcome of your complaint, you may have the right to ask the Financial Ombudsman Service (FOS) to review your case. You will need to contact them within six months of the date of the final decision letter.

You can also ask the Ombudsman to review your case if you have not been provided with a final decision within eight weeks of receiving your complaint.

The Ombudsman can help with most complaints if you are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million\*;
- A charity which has an annual income of less than £6.5 million\*;
- A trustee of a trust which has a net asset value of less than £5 million\*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million\*;
- A guarantor

\* at the time you refer your complaint

If you are unsure whether the ombudsman will consider your complaint, or for more information, please contact the Ombudsman directly on **0800 023 4567** or visit the FOS website at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

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Alternatively:

- (a) If you have a complaint regarding your claim, please telephone the claims handler on the number shown in your claims documentation.
- (b) Should you wish to make a complaint under Cyber liability, Equipment breakdown or Legal Expenses please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
- (c) Should you wish to make a complaint under all other sections then following process should be followed:

You can write to Ageas Insurance Limited at the address shown below or email them through their website at [www.ageas.co.uk/make-a-complaint](http://www.ageas.co.uk/make-a-complaint) (please include your policy number and claim number if appropriate).

Customer Services Adviser, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

In the unlikely event that you have not received a response within eight weeks, or you are not happy with our final response, you may be entitled to refer your complaint to the Financial Ombudsman Service but you must do so within six months of the date of the final decision.

The Ombudsman is an impartial complaints service which is free for customers to use and taking your complaint to the Ombudsman does not affect your right to take your dispute to the courts. You can find out more about how to complain to the Ombudsman online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Alternatively, you can contact them at Financial Ombudsman Service, Exchange Tower, London E14 9SR.

By phone: **0800 023 4567** or **0300 123 9123**

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

Please note that if you do not refer your complaint within the six months, the Ombudsman won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

## Financial Services Compensation Scheme

Should we be unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your organisation and the circumstances of the claim.

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Further information is available from the Financial Services Compensation Scheme.

Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at **[www.fscs.org.uk](http://www.fscs.org.uk)**

## **Law and Jurisdiction**

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. Unless you (as an individual) live in Jersey or you (as a corporate body) are Jersey registered in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

The language of this policy and all communications relating to it will be in English.

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