



**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 the following specified community activities for Neighbourhood Watch / Home Watch:

- attending conferences and exhibitions
- specified promotional, social and special events including fund-raising (up to 4 events per Neighbourhood Watch / Home Watch group)
- regional, group and association meetings
- house meetings
- police liaison
- the preparation and distribution of food or beverages, literature, newsletters, posters and stickers
- erecting, running and dismantling of stalls as a stallholder only 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 (6' 9") above the footway
- visits to schools for promotional, teaching and demonstration purposes
- visits to town halls and other public places for promotional, teaching and demonstration purposes
- hosting of school groups for the purpose of learning about your community activities
- other training, promotional or educational work

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

- food or beverages
- literature, newsletters, posters and stickers

#### **SIGNIFICANT EXCLUSIONS**

£100 excess for third party property damage

Contractual liability

Loss due to incorrect installation, siting or maintenance of any fire or security equipment

Failure of products to perform their intended function

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

Installation, siting, servicing or maintenance work:

- by any commercial organisation or business
- of any surveillance or close circuit television installation
- of any safe or strongroom

Offshore activities

Professional advice, error or services whether given for a fee or not

Property being worked upon

Activities undertaken away from school or educational premises involving persons under the age of 16

Specified community activities:

- car window etching
- Boat, House, Pet or Speed Watch
- property marking
- street patrols

Events other than specified events as defined in the policy

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

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

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

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

### **EXTENSIONS**

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

Contingent motor liability

Promotional, social or special events, including fundraising events as defined in the policy

£100 excess for third party property damage

Specified activities

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

Fines and penalties

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

Fines and penalties

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 insurance advisor: Charity & Social Enterprise Insurance Management LLP (CaSE).

Neighbourhood Watch Public Liability insurance is underwritten by Ansvr 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:** 21 May 2009

**Neighbourhood Watch Association/Scheme for:** Kent County Neighbourhood Watch Association and Affiliated Associations

**Contact Name:** Mr David Alford

**Position held within your Association/Scheme :** Company Secretary

**Contact Address:** Kent County Area Secretary, Neighbourhood Watch Office, Kent Police Headquarters, Sutton Road, Maidstone

**Contact Postcode:** ME15 9BZ

**Daytime Telephone no.:** 01622 654026

**E-mail Address:** david.alford@kent.pnn.police.uk

**Police Reference allocated:** 46QQNHW

**Number of Scheme Co-ordinators in your Association/Scheme:** 6569

**Number of households in your Neighbourhood Watch catchment area:** 322,000

## Important Notes

- We reserve the right to apply 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 by the law of England and Wales.
- 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 invalid from inception. 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/Home Watch Association/Scheme.
- Your Neighbourhood Watch/Home 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: Mr David Alford

**If you are unable to confirm these statements, you are not eligible to apply for this insurance on-line – please contact CaSE Insurance for assistance.**

## 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 insurance advisor. 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.

**Yes** 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

## 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 policy form FA35 (2009).

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:** Kent County Neighbourhood Watch Association and Affiliated Associations

**Reason:** New Business/Renewal/Endorsement

**Period of Insurance:** From 21/5/2009 to 31/3/2010 (for a period not exceeding 12 months)

**Policy Number:** BPP2166756/1000023

**Police Reference:** 46QQNHW

**Premium:** As agreed with your agent

**Contact Name:** Mr David Alford

**Contact Address:** Kent County Area Secretary, Neighbourhood Watch Office, Kent Police Headquarters, Sutton Road, Maidstone

**Contact Postcode:** ME15 9BZ

**Number of Scheme Co-ordinators in your Association/Scheme:** 6569

**Number of households in your Neighbourhood Watch catchment area:** 322,000

SECTION	COVER
PUBLIC AND PRODUCTS LIABILITY	OPERATIVE
Indemnity Limit	£5,000,000
PERSONAL ACCIDENT	NOT OPERATIVE
	£0
Endorsement 1 – Security and fire safety equipment, and promotional goods	NOT OPERATIVE
Endorsement 2 – Street patrols (Public Liability)	NOT OPERATIVE
<b>Date of Issue:</b> 21 May 2009	

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 Ansvar 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

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 Ansvar Insurance Company Limited.

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

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  
 email: [ansvar.insurance@ansvar.co.uk](mailto:ansvar.insurance@ansvar.co.uk)

We will acknowledge all complaints within five working days.

If you are not satisfied with our response, or we have not completed our investigation after eight 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](mailto:complaint.info@financial-ombudsman.org.uk)

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.

Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

If so, 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 further information on the scheme you can visit the website at: [www.fscs.org.uk](http://www.fscs.org.uk)

FINANCIAL SERVICES COMPENSATION SCHEME, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN  
 Tel: 020 7892 7300  
 email: [enquiries@fscs.org.uk](mailto: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.

### TO CONTACT THE ABOVE SERVICES:

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.

## 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  
<http://www.ansvar.co.uk/>

### **National Council For Voluntary Organisations**

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

### **Association of British Insurers**

Consumer Information Department  
 51 Gresham Street

### **Charities & Social Enterprise Insurance Management LLP (CaSE)**

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

### **The Financial Services Authority**

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

### **aQmen Limited**

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

### **DAS Legal Expenses Insurance Co. Ltd**

(DAS)  
 DAS House, Quay Side  
 Temple Back, Bristol, BS1 6NH  
 Tel: 0117 934 2000  
 Fax: 0117 934 2109  
[www.das.co.uk](http://www.das.co.uk)

London, EC2V 7HQ  
 Tel: 020 7600 3333  
 Fax: 020 7696 8999  
<http://www.abi.org.uk/>



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 fact 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***

the following community activities for Neighbourhood Watch / Home Watch, and undertaken with **your** full knowledge and authority under **your** or an authorised ***employee's*** control:

- attending conferences and exhibitions
- regional, group and association meetings
- house meetings
- police liaison
- the preparation and distribution of food or beverages, literature, newsletters, posters and stickers
- erecting, running and dismantling of stalls as a stallholder only 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 (6' 9") above the footway
- visits to schools for promotional, teaching and demonstration purposes provided parents or teachers are always in attendance

- visits to town halls and other public places for promotional, teaching and demonstration purposes
- hosting of school groups for the purpose of learning about **your** community activities, provided the school groups are accompanied by school staff and do not participate in community activities
- other training, promotional or educational work

Community activities do not include:

- car window etching
- events (including fund-raising activities), other than promotional, social or special events (including fund-raising) as provided for under extension 5 of section 1
- Boat, House, Pet or Speed Watch
- installation, siting or maintenance of any:
- surveillance or close circuit television installation
- safes or strongrooms
- property marking
- **street patrols**
- any community activities undertaken away from a school or educational premises involving any person under the age of 16 who is under **your** direct supervision

### **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

### **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
- helping as a volunteer

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

### **event**

**your** promotional, social or special event is either a:

- barbecue, bazaar, bingo evening, car boot sale, card game (non-gambling), charity auction, coffee morning, concert (excluding rock concerts), conference, craft fair, dance (excluding discos), dinner, exhibition, fete, film show, flower show, fun day, garden party, jumble sale, outing/excursion, quiz evening, raffle, seminar, sponsored walk, themed party, treasure hunt (excluding motorised vehicles)

and is:

- undertaken with **your** full knowledge and authority
- under **your** or an authorised **employee's** control

provided that the attendance does not exceed 250 persons at any one time

### **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

### ***products***

food or beverages, literature, newsletters, posters and stickers (including their containers, packaging, labelling or instructions) no longer in **your** custody or control that have been sold, supplied or installed by **you** from or in the **territorial limits** in connection with the **community activities**

### ***servicing***

the following maintenance activities:

- replacement of batteries in portable non-wired detection devices
- re-siting of portable non-wired detection devices
- oiling or replacement of locks or other mechanical security devices
- operational testing of security devices and smoke alarms in their working situation
- external cleaning

all in accordance with the manufacturer's instructions

### ***street patrols***

**your employees** whilst patrolling **your** Neighbourhood Watch or Home Watch area as registered with the police authorities and carrying out only those duties that have been authorised by, and which are not under the supervision and control of, the police authorities or any Police Community Support Officer (PCSO)

### ***territorial limits***

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

## **Section 1 Public and Products 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:

- a. within the **territorial limits**
- b. within the **territorial limits** and caused by **products**.

**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 for a fee or not
  - b. treatment of any kind (other than first aid)
  - c. allergic reaction from activities involving:
    - i. the application of paints or any other product to
    - ii. tattooing of a person's skin
  - d. respite, domiciliary or medical care services
  - e. libel, slander or defamation
  - f. **bodily injury** to any **employee** or any of **your** members whilst acting as **employees**, arising out of and in the course of **community activities**
  - g. ownership repair or maintenance of buildings or land
  - h. **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**
  - i. work
    - i. that involves the use:
      - or application, of heat
      - of powered woodworking machinery other than portable hand tools only
      - of scaffolding
    - ii. on or in premises, or parts of premises, that are not used as domestic dwellings
    - iii. more than 5 metres above floor or ground level
    - iv. undertaken by any commercial organisation or business
  - j. **offshore** activities
  - k. counselling, advice, design, formula or specification whether given for a fee or not
  - l. **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
  - m. ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this policy, of any
    - i. watercraft 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
  - n. an agreement unless liability would have existed without the agreement
  - o. second-hand **products**
  - p. **products** incorporated in any:
    - i. craft designed to travel through air or space
    - ii. watercraft
    - iii. mechanically propelled vehicles

- iv. gas, chemical, petrochemical or power generation plant
- q. failure of **product** to perform its intended function
- 3. Fines or penalties.
- 4. Punitive, exemplary, aggravated or multiplied damages.
- 5. Liquidated damages.
- 6. Any compensation awarded by a court of criminal jurisdiction.
- 7. Liability arising from the incorrect installation, siting or maintenance of any fire or security equipment.

## Extensions to Section 1 Public and Products Liability

### 1. 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.

### 2. 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.

### 3. 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

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. for **damage** to external ground or sporting surfaces where such **damagewould** be regarded as inevitable
  - c. otherwise excluded under this policy apart from property borrowed, rented, leased or hired for use by **you**
  - d. where **you** are required to insure, or pay for the insurance of, the property **damaged**.

### 4. CONTINGENT MOTOR LIABILITY

#### WHAT IS COVERED

**We** will pay all amounts which **you** alone 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.

#### 5. EVENTS (PROMOTIONAL, SOCIAL OR SPECIAL EVENTS INCLUDING FUND-RAISING)

##### 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** to material property arising out of any **event**, including fund-raising, up to a maximum of four **events** for each Neighbourhood Watch or Home Watch group in any one **period of insurance**.

##### WHAT IS NOT COVERED

1. The first £100 of each **claim** for **damage** to material property
2. Liability arising from any of the following activities:
  - a. abseiling
  - b. aerial activities of any kind
  - c. animal rides of any kind
  - d. clean ups and litter picks
  - e. climbing of any kind
  - f. competitive physical or sporting activity
  - g. dry slope skiing
  - h. face painting or tattooing
  - i. fire walking
  - j. football
  - k. gorge walking and the like
  - l. gymnastics
  - m. involving any person under the age of 16 who is under **your** direct supervision
  - n. landboarding
  - o. professional sport of any kind
  - p. racing or time trials other than on foot
  - q. rugby and other contact sports
  - r. swimming and other water activities
  - s. trampolining
  - t. tug of war
  - u. underground activities of any kind
  - v. weightlifting
  - w. winter sports
3. Liability arising from any activity that involves the use of:

- a. bicycles
- b. cables, ropes, or wires
- c. elastic ropes
- d. fireworks or explosive items
- e. ice skates
- f. mechanically propelled vehicles
- g. motorised fairground rides
- h. play inflatables
- i. roller skates, roller blades or skateboards
- j. spectator stands
- k. watercraft and craft designed to travel through air or space
- l. weaponry.

## 6. 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.

## 7. 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 Section 1 Public and Products 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.

## Section 2 Personal Accident

**IMPORTANT NOTE** This section is only operative if so stated within the schedule to this policy and provided that any additional premium charged to you has been paid.

### WHAT IS COVERED

**We** will pay the amount of benefit shown in the schedule of compensation if any **employee** while working for **you** in connection with **community activities** sustains accidental **bodily injury** caused by external violent and visible means during the **period of insurance** which within 24 months is the sole cause of death or disablement as detailed in the schedule of compensation.

### WHAT IS NOT COVERED

1. Accidental **bodily injury**:
  - a. consisting solely of illness, disease or disorder
  - b. to any person whose age is under 16 (unless otherwise varied in the schedule) or more than 85 years at the time of the **bodily injury**
  - c. sustained outside the **territorial limits**
  - d. arising directly or indirectly from Acquired Immune deficiency Syndrome (AIDS) or any AIDS related condition
  - e. caused by **you** or any director or **employee**:
    - i. engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling
    - ii. committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life
    - iii. being under the influence of intoxicants or drugs unless under medical supervision
    - iv. being pregnant or giving birth
  - f. resulting from any accident in connection with:
    - i. powered woodworking machinery other than portable hand tools
    - ii. the use of scaffolding
    - iii. tree felling and the lopping and topping of tree

### SCHEDULE OF COMPENSATION FOR SECTION 2 PERSONAL ACCIDENT

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.

### BENEFITS

	Persons aged 16 to 75 years	Persons aged 76 to 80 years	Persons aged 81 to 85 years
1. Death	£10,000	£5,000	£1,000
2. permanent total disablement, being either:			£1,000
a) total and permanent loss of use of one or more entire hands or feet	£10,000	£5,000	£1,000
b) total and irrecoverable loss of sight in one or both eyes	£10,000	£5,000	£1,000
c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing	£10,000	£5,000	£1,000
d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation	£10,000	£5,000	£1,000

## Claims settlement for Section 2 Personal Accident

### LIMITS

**We** will pay the amount of benefit as shown in the schedule to the injured person or their legal personal representative.

- Only one of benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement.
- In the event of a **claim** under benefit 2 this section will cease to apply to the injured person concerned.

The injured person will, if required by **us**, submit to a medical examination at **our** expense in connection with any **claim**.

## General Exclusions (Applicable to the whole policy)

This policy does not cover:

### 1. RADIOACTIVE CONTAMINATION

any legal liability of whatsoever nature directly or indirectly caused by or contributed to by:

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

### 2. WAR RISKS

any contingency, liability or **damage** occasioned by or happening through war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military usurped power or martial law.

### 3. TERRORISM

a) In respect of any cover or extension under this policy for liability to third parties

liability to third parties:

- for damages and **costs and expenses** directly or indirectly caused by, resulting from or in connection with any act of **terrorism**
- 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**.

b) In respect of any cover or extension under this policy for Personal Accident

accidental **bodily injury** directly or indirectly caused or contributed to by **terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause.

If **we** allege that by reason of this exclusion any accidental **bodily injury** is not covered by this policy the burden of proving the contrary shall be upon **you**.

#### 4. POLLUTION OR CONTAMINATION

In respect of any cover or extension under this policy for liability to third parties

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

Meaning of words specific to this exclusion:

**Computer** - means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

**Defined peril** - means fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aeriels, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures excepting causes excluded under the appropriate sections covering property.

any consequential or other loss costs and expenses and any legal liability accidental bodily injury or **damages** to property directly or indirectly caused by or contributed to by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**

- a. correctly to recognise any date as its true calendar date
- b. to 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. to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any **computer** 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** or consequential loss not otherwise excluded which itself results from a **defined peril**

This exclusion does not apply to section 2 (Personal Accident)

#### 6. ELECTRONIC RISKS

In respect of any cover or extension under this policy for liability to third parties

Meaning of words specific to this exclusion:

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

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

## 7. ASBESTOS

In respect of any cover or extension under this policy for liability to third parties

liability arising directly or indirectly from:

- a. any 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 the **event** 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
- b. fears of the consequences of exposure to, or inhalation of, **asbestos**.

## 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

This policy is subject to an annual declaration provided by the Neighbourhood Watch Forum. No retrospective additional or return premium for the previous **period of insurance** will be applied.

### 15. NEIGHBOURHOOD WATCH AND HOME 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.

## Endorsements

**IMPORTANT NOTE** This section is only operative if so stated within the schedule to this policy and provided that any additional premium charged to you has been paid.

### 1. SECURITY AND FIRE SAFETY EQUIPMENT, AND PROMOTIONAL GOODS

The policy definitions for **community activities** and **products** are deleted and replaced by the following:

#### **community activities**

the following community activities for Neighbourhood Watch / Home Watch, and undertaken with **your** full knowledge and authority under **your** or an authorised **employee's** control:

- attending conferences and exhibitions
- regional, group and association meetings
- house meetings
- police liaison
- the preparation and distribution of food or beverages, literature, newsletters, posters and stickers
- erecting, running and dismantling of stalls as a stallholder only 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 (6' 9") above the footway
- visits to schools for promotional, teaching and demonstration purposes provided parents or teachers are always in attendance
- visits to town halls and other public places for promotional, teaching and demonstration purposes
- hosting of school groups for the purpose of learning about **your** community activities, provided the school groups are accompanied by school staff and do not participate in community activities
- other training, promotional or educational work
- the sale or supply of badges, pens and other similar promotional goods
- installation, siting or **servicing**, by volunteer members, of proprietary:
  - security locks and bolts, peep holes, door chains and similar devices
  - portable or free-standing intruder alarms that do not require wiring up
  - portable or battery powered fire safety equipment that does not require wiring up, including portable fire extinguishers and fire blankets, and smoke detectors (battery powered only)

Community activities do not include:

- events (including fund-raising activities), other than promotional, social or special events (including fund-raising) as provided for under extension 5 of section 1
- Boat, House, Pet or Speed Watch

- installation, siting or maintenance of any:
  - surveillance or close circuit television installation
  - safes or strongrooms
- **street patrols**
- property marking
- car window etching
- any community activities undertaken away from a school or educational premises involving any person under the age of 16 who is under **your** direct supervision

### **products**

- food or beverages
- literature, newsletters, posters and stickers
- the following new proprietary products only:
  - badges, pens and other similar promotional goods
  - security locks and bolts, peep holes, door chains and similar devices
  - portable or free-standing intruder alarms that do not require wiring up
  - portable or battery powered fire safety equipment that does not require wiring up, including portable fire extinguishers and fire blankets, and smoke detectors (battery powered only)

(including their containers, packaging, labelling or instructions) no longer in **your** custody or control that have been sold, supplied or installed by **you** from or in the **territorial limits** in connection with the **community activities**

All subject otherwise to the terms, exceptions and conditions of the policy.

## **2. STREET PATROLS (PUBLIC LIABILITY)**

The following extension is added to section 1 (Public and Products 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** to material property arising out of **street patrols**.

### **WHAT IS NOT COVERED**

1. The first £100 of each **claim** for **damage** to material property.
2. Liability arising from:
  - a. any obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement
  - b. any activity undertaken that is under the direct control and supervision of the local police including police community support officers (PCSO's)
  - c. citizens' arrests
  - d. Speed Watch
  - e. any traffic control or direction
  - f. parking enforcement.

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

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)

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