



# CHARITIES AND NOT FOR PROFIT PROTECTION

Policy Summary



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## Policy Summary

**This policy is an annually renewable Charities and Not For Profit Liability insurance, underwritten by Royal & Sun Alliance Insurance plc. The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document a copy of which is available on request.**

The Charities and Not For Profit Liability Coverage provides protection to Trustees, Members and Volunteers against personal liability for claims made against them arising from Wrongful Acts committed in their capacity as Trustees, Members and Volunteers of the Insured.

Protection is also provided to the Insured Charity/Not For Profit organisation for Loss for which it is permitted or required to indemnify for Wrongful Acts. In addition to these coverages, the policy extends to Employment Practices Liability cover; and for registered Charities only, optional extensions include Professional Indemnity Liability and Fidelity cover.

The Charity/Not for Profit Liability cover will indemnify the organisational body (the insured) against all losses that can arise out of defined exposures such as employment matters, contractual liability defence costs or emergency costs.

Employment Practices Liability Insurance provides protection against the financial impact of employment related legal actions. It is designed to protect the company.

Fidelity insurance is an optional extension of cover that can be added on to the Registered Charities liability policy. The core cover under our Fidelity offering provides broad protection against employee fraud or dishonesty.

Similarly, Professional Indemnity is offered as an optional extension where the Insured is a registered Charity. The Charity and the trustees are indemnified for their legal liability for damages and legal expenses arising from any act of negligence in the performance of specified professional services provided within the activity of the charity.

RSA can provide bespoke cover and solutions to suit an individual Customer's needs. Details of these coverages are provided on the following pages. The following tables provide a summary of the main policy features & benefits and any significant exclusions & limitations. For full policy details and our full terms & conditions please read your Policy wording, which will be provided on completion of your contract, or at any time on request.

### Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Claims
- Law applicable to the Policy
- Complaints
- Compensation
- Additional Benefit

Table I Standard Features & Benefits

\*The table applies to both Charities and Not For Profit Organisations unless otherwise stated.

Features and Benefits	Significant Exclusions or Limitations
Trustee Liability	
<p><b>Standard Cover:</b></p> <ul style="list-style-type: none"><li>• Claims made wording meaning that the policy covers claims first made and circumstances first notified to us during the Policy Period or any applicable Discovery Period</li></ul> <p><b>Insuring Clause A - Trustee Liability</b></p> <ul style="list-style-type: none"><li>• Past, present and future Trustees are covered as Insured Persons</li></ul> <p><b>Insuring Clause B – Charity/Not for Profit Organisation Liability</b></p> <ul style="list-style-type: none"><li>• Charity Reimbursement is provided by the Insurer to the Charity where the Charity is legally required to indemnify the Trustee for Losses</li></ul> <p><b>Insuring Clause C – Loss of Documents</b></p> <ul style="list-style-type: none"><li>• Loss of or Damage to Documents is provided to the Charity or the Trustee for replacing or restoring Documents</li><li>• Protection for Insured Persons against Loss for which they are personally liable for actual or alleged error; misstatement, misleading statement, act, omission, neglect or breach of duty; breach of trust, libel, slander, breach of contract, breach of warranty of authority, or other act actually or allegedly committed or attempted in their capacity as Insured Persons of the Insured</li></ul> <p><b>Extensions</b></p> <ul style="list-style-type: none"><li>• Civil Fines and Penalties</li></ul> <p>Imposed by a UK regulator so long as the penalty is insurable by law.</p> <ul style="list-style-type: none"><li>• Compensation for Court Attendance</li></ul> <p>£250 a day for each person required to attend a court tribunal, arbitration, adjudication, mediation or hearing as a witness</p> <ul style="list-style-type: none"><li>• Corporate Manslaughter/Homicide Act</li></ul> <p>Defences costs incurred by the insured in respect of any criminal proceedings relating to corporate killing or manslaughter resulting from a wrongful act or investigation</p>	<p>* Sub Limits apply. The limits are part of and not in addition to the Limit of Liability.</p> <p>No Specific Exclusions apply to this section</p>

Table I Standard Features & Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
Trustee Liability (continued)	
<ul style="list-style-type: none"><li>• Crisis and Regulatory Event</li></ul> <p>Reasonable costs to minimise adverse publicity, which is anticipated which may otherwise develop into a claim or investigation</p> <ul style="list-style-type: none"><li>• Emergency Costs and Expenses</li></ul> <p>Emergency defence costs and expenses without the Insurers prior written consent</p> <ul style="list-style-type: none"><li>• Investigation Defence Costs</li></ul> <p>Are covered (including Dawn Raids)</p> <ul style="list-style-type: none"><li>• Outside Trustees Liability</li></ul> <p>Cover for Insured Persons or Insured Employee acting at the specific request of the Charity or Not For Profit body as a trustee of any Outside Entity (other than North America claims)</p> <ul style="list-style-type: none"><li>• Personal Liability for Unpaid Taxes following Insolvency</li></ul> <p>Covers loss arising from Insureds personal liability for unpaid taxes where the Company has become insolvent</p> <ul style="list-style-type: none"><li>• Pollution</li></ul> <p>Defence costs incurred by Insured Persons in defending themselves against criminal or regulatory proceedings</p> <ul style="list-style-type: none"><li>• Retired and Former Trustees</li></ul> <p>In the event that the Policy is not renewed and similar cover is not purchased elsewhere a free Discovery Period of 72 months is provided for Insured Persons who retire during the Policy Period</p> <ul style="list-style-type: none"><li>• Spouses</li></ul> <p>Covers the insureds spouse where the spouse has joint ownership interest over assets with insured</p>	

Table I Standard Features & Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
Charity/Not for Profit Organisation Liability	
<p><b>Insuring Clauses</b></p> <ul style="list-style-type: none"><li>• Claims made wording</li></ul> <p>meaning that the policy covers claims first made and circumstances first notified to us during the Policy Period or any applicable Discovery Period</p> <ul style="list-style-type: none"><li>• Insurer shall pay on behalf of the Company, loss arising from claims</li></ul> <p><b>Extensions</b></p> <ul style="list-style-type: none"><li>• Corporate Manslaughter/Homicide Act</li></ul> <p>Covers defence costs for corporate killing or manslaughter for criminal proceedings relating to corporate killing allegation made against the Insured Organisation</p> <ul style="list-style-type: none"><li>• Emergency Costs and Expenses</li></ul> <p>Provides cover whereby the Insured organisation can incur some defence costs without the immediate agreement from the insurer</p> <ul style="list-style-type: none"><li>• Pollution</li></ul> <p>Defence costs incurred by the Insured in defending themselves against criminal or regulatory proceedings</p> <ul style="list-style-type: none"><li>• Social Media Public Relations Consultancy Fees</li></ul> <p>Expenses for public relation consultancy fees incurred by a Insured Organisation to mitigate effect on the organisations reputation due to negative publicity regarding alleged business practices posted on the Internet and internet based social media platforms and websites</p>	<p><b>*Exclusions – Sub limits may apply</b></p> <ul style="list-style-type: none"><li>• Employment Wrongful Act</li></ul> <p>The policy does not cover any liability in relation to Employment Wrongful Acts</p> <ul style="list-style-type: none"><li>• Pollution</li></ul> <p>This includes clean up costs, fines and penalties in relation to Pollution</p> <ul style="list-style-type: none"><li>• Professional Services</li></ul> <p>Any Loss arising arising out of Professional Services undertaken by the Insured Organisation</p> <ul style="list-style-type: none"><li>• Workers Compensation</li></ul> <p>Workers compensation damages/awards will not be covered under this policy</p> <ul style="list-style-type: none"><li>• Contractual Liability</li></ul> <p>Losses arising out of any actual or alleged contractual liability, however this exclusion does not apply to defence costs</p>

Table I Standard Features & Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
Employment Practices Liability	
<p><b>Insuring Clauses</b></p> <ul style="list-style-type: none"><li>• Claims made wording meaning that the policy covers claims first made and circumstances first notified to us during the Policy Period or any applicable Discovery Period</li><li>• Insurer shall pay on behalf of the Insured Organisation, loss arising from claims</li></ul> <p><b>Extensions</b></p> <ul style="list-style-type: none"><li>• Discovery Period</li></ul> <p>The terms of the Discovery Period shall be 12 months for 100% of that part of the full annual premium payable in respect of the policy</p> <p><b>Benefits</b></p> <ul style="list-style-type: none"><li>• Wide definition of Employee</li><li>• Past, present and prospective Employees covered</li><li>• Adjudication and arbitration awards</li></ul>	<p><b>Exclusions</b></p> <p>Exclusions applicable to all loss:</p> <ul style="list-style-type: none"><li>• Strikes, Collective Redundancies, Labour Disputes</li></ul> <p>Claims arising out of or in any way involving any Claim incurred as a Result of strikes, collective redundancies, labour disputes and other related events which are summarised in the Policy Wordings</p> <ul style="list-style-type: none"><li>• Violation of Health and Safety, Worker's Compensation or Similar Law</li></ul> <p>Claims bought under a violation of the above regulations and laws will not be covered.</p> <p>Exclusions applicable to Loss, other than Defence Costs</p> <ul style="list-style-type: none"><li>• Accommodation for Disabled Persons</li><li>• Breach of Employment Contract, Breach of Minimum Wage Legislation or Liability for benefits due to employees</li></ul>
Fidelity (Registered Charities)	
<p><b>Insuring Clauses</b></p> <ul style="list-style-type: none"><li>• Loss Discovered basis meaning that the policy covers loss first Discovered during the policy period regardless of when the loss occurred</li><li>• Insurer shall pay on behalf of the Company, loss arising from claims resulting from Fidelity</li><li>• Fidelity means direct loss of Property, Money or Securities belonging to the Charity caused by a Fraudulent Act</li></ul>	<p><b>Exclusions</b></p> <ul style="list-style-type: none"><li>• Profit and Loss Computation</li></ul> <p>The trading losses or trading liabilities incurred with connection to the business managed or carried out by the Charity</p>

Table 1 Standard Features & Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
Professional Indemnity (Registered Charities)	
<p><b>Insuring Clauses</b></p> <ul style="list-style-type: none"><li>• Claims made wording meaning that the policy covers claims first made and circumstances first notified to us during the Policy Period or any applicable Discovery Period</li><li>• The charity, and the Insured persons indemnified for their legal liability for damages and legal expenses arising from any act of negligence in the performance of specified professional services provided within the activity of the charity</li></ul>	<p><b>Exclusions</b></p> <ul style="list-style-type: none"><li>• Trading Liabilities The policy does not cover any any trading losses or trading liabilities incurred in connection with any business managed or carried on by the Charity</li><li>• Transportation of Property Loss involving the use of mobile or immobile goods or property by or on behalf of the Charity.</li><li>• Contractual Agreement Elements of Contractual Agreement as defined by the policy are not covered</li><li>• Legal Advice Insurance is not provided for any liabilities caused by legal advice (as defined by the policy wording) provided by the Charity</li><li>• Goods and Services Loss arising in connection with Goods supplied by the Charity</li><li>• USA Jurisdiction and Operations Any claim bought in the USA</li><li>• Nuclear Any loss arising out of or resulting from nuclear activity.</li></ul>

Table 2 General Conditions

The following apply to the Policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions & limits please read your Policy Wording and Schedule.

Other Conditions and Exclusions
<ul style="list-style-type: none"><li>• The proposal forms the basis of and is incorporated into the policy</li><li>• It is a condition of the Policy that the Policyholder act on behalf of all Insureds under the Policy</li><li>• Special benefit clause waiving our rights to avoid the policy in the event of innocent non-disclosure at renewal</li><li>• Your policy may be subject to Policy Conditions and Exclusions – these will be shown in your Policy Schedule</li><li>• Your policy may also be subject to Claims Conditions, these will be highlighted in your Policy Schedule</li></ul>
Retentions and Limits
<ul style="list-style-type: none"><li>• Your Policy may be subject to Retentions, which are the amounts you must pay in the event of each and every claim for loss. Certain claims limits may also apply. These will both be shown in your Policy Schedule.</li></ul>



# OTHER IMPORTANT INFORMATION

## Claims

Should you wish to make a claim under your policy please call our claims helpline on 0345 300 4006 as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy document.

## Law applicable to the policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you live. Full details will be provided in your policy documentation.

## Financial or Trade Sanctions

Please be aware that we cannot provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency.

## Complaints

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged

the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

If they cannot resolve the matter to your satisfaction, they will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action.

RSA  
Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

If they cannot resolve the matter to your satisfaction, we will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action.

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

### **Compensation**

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

### **Additional Benefits**

Choosing a Royal & Sun Alliance policy means that you also benefit from a number of additional services that we provide free of charge. Our advice-lines (services provided by First Assist) will put you in touch with highly qualified experts who can offer information and assistance on a number of issues. Better still you can use any of these advice-lines completely free and there is no limit to the number of times you can call.

### **Legal Assistance**

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

### **Health & Safety**

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

### **Tax Advice**

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

### **Stress Counselling**

Stress affects most people at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises.

Confidentiality is of the utmost importance, and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy.

The advice-line number is 0800 107 3499  
Please quote reference: 33789

This page should be read in conjunction with the rest of your policy documents.



Royal & Sun Alliance Insurance plc (No. 93792).

Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.