

Specialist Insurance for Charities and the Voluntary Sector

Policy Schedule

Thank you for choosing Arthur J. Gallagher Insurance Brokers Limited Charities and Voluntary Sector Insurance, underwritten by Royal & Sun Alliance Insurance Ltd (RSA).

You should read this Schedule in conjunction with your Policy Wording

These details are a record of the information provided to RSA. It is also essential that you read all of the clauses applying to your Policy as these contain important information that may affect your Policy cover.

Policy Number: RKL23467/07/741B/268

Your Details:

Policyholder: Animals in Mind

Policyholder's Address: Stonegarth, East End, Scaldwell, Northamptonshire
NN6 9LB

Business Description: Social Farms & Garden member that provides animal assisted alternatives, therapy and alternative intervention, including nature based and outdoor learning for people with social, emotional and mental health difficulties and/or learning difficulties and disabilities

Your Insurance Broker's Details:

Insurance Broker Name: Mcclarrons Limited

Address: The Vines, 29 Market Place, Malton, North Yorkshire
YO17 7LP

Your Policy Dates:

Period of Insurance: **From:** 07 June 2023

To: 06 June 2024

Renewal Date: 07 June 2024

Your Premium Information:

First Premium: £ 532.29

Insurance Premium Tax: £ 63.87

Total Amount Due: £ 596.16

A full copy of your Policy Wording is available on request. Please contact your Insurance Broker at the address shown if you wish to request a copy.



Insurance | Risk Management | Consulting

Laura Lewis

Signed

Arthur J. Gallagher Insurance Brokers Limited

Charity & Healthcare Division
103 Colmore Row
Birmingham
B3 3AG

Charity Underwriting by Gallagher is arranged and administered by Arthur J. Gallagher Insurance Brokers Limited and Underwritten by Royal & Sun Alliance Ltd

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority.

Registered Office: Spectrum Building, 7th Floor, 55, Blythswood Street, Glasgow, G2 7AT. Registered in Scotland.

Company Number: SC108909. Arthur J. Gallagher Insurance Brokers Limited is a member of the Arthur J. Gallagher group. www.ajg.com/uk

Royal & Sun Alliance Insurance Ltd (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

Liability Insurance

Section 1

Employers' Liability		Limit of Liability
Any one Event (excluding liability arising directly or indirectly out of Terrorism)	£	10,000,000

Any one Event arising directly or indirectly out of Terrorism is limited to £5,000,000

If there are any additional Clauses applicable to Employers' Liability Insurance, these are shown below

Section 2

Public / Products Liability		Limit of Liability
Any one Event	£	5,000,000
All Events happening during any Period of Insurance in respect of products supplied	£	5,000,000
All incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere	£	5,000,000

If there are any additional Clauses applicable to Public / Products Liability Insurance, these are shown below

Abuse Exclusion

The indemnity provided by Section 2 (Public Liability) will not apply to legal liability arising out of Abuse.

Abuse shall mean:

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- b) acts of forcing sexual activity rape or molestation
- c) repeating or continuous contemptuous coarse or insulting words or behaviour

Burning of Debris Minimum Standards

This insurance does not cover loss where

A) The Policyholder has knowingly and wilfully failed to meet the Burning of Debris Minimum Standards or

B) All of the following apply:

- i) The control of burning of debris is the Policyholders responsibility
- ii) The absence of the Burning of Debris Minimum Standards is a major contributor to loss
- iii) The Company has not been informed of the absence of the Burning of Debris Minimum Standards

Definitions

Burning of Debris Minimum Standards

- (a) fires shall be lit at least 20 metres away from any building or structure or of any material which is combustible or susceptible to damage by heat or smoke
- (b) suitable fire extinguishing appliances shall be kept available for immediate use at the point of work
- (c) every fire will be attended and properly supervised when lit and for the period of not less than one hour after burning has been completed
- (d) No fire shall be lit unless permitted by local or national law or regulation

Treatment Extension

Exclusion 6 - Professional Risks and Exclusion 14 – Breach of Professional Duty, do not apply to liability caused by or arising out of the provision of or failure to provide medical or nursing care, or medical or dental advice, treatment, or diagnosis.

Further, the Company will provide an indemnity in the terms of this Section 2 for liability to pay damages in respect of Financial Loss arising out of the provision of or failure to provide such services.

Provided that the Company will not indemnify any medical or dental practitioner in respect of liability caused by or arising out of the provision of or failure to provide any of such services.

Financial Loss means any pecuniary loss not incurred in respect of Injury to any person or loss of or damage to Property.

Policyholder's Contribution

The indemnity provided by Section 2 is subject to a Policyholder's Contribution of £250 any one Event in respect of loss of or damage to Property

Hirers Liability Extension

The Company will indemnify in the terms of this Policy any person or organisation hiring premises from the Policyholder against the legal liability of such person or organisation arising from such hire

Provided that

- a) an indemnity would have been provided under this Policy had the claim been made against the Policyholder
- b) such person or organisation complies with and is subject to the terms of this Policy in so far as they can apply
- c) such person or organisation shall not be entitled to indemnity under any other policy
- d) the conduct and control of all claims under this Extension is vested in the Company
- e) the Limit of Liability shall not be increased hereby
- f) this Extension shall not apply to liability for:
 - 1) the first £250 of each and every claim for damage to such premises
 - 2) liability covered by any other insurance policy or indemnity
 - 3) damage to material property
 - a) or any part on which the hirer has carried out any process of repair, alteration, modification or maintenance or where damage results from such work
 - b) belonging to or held in trust by the hirer or borrowed, rented, leased or hired for use by the hirer other than
 - i) personal property (including vehicles and contents) of the hirer's visitors, directors or employees
 - ii) the premises hired under the agreement
 - 4) fines, penalties or punitive, exemplary, aggravated or multiplied damages
 - 5) liquidated damages
 - 6) any compensation awarded by a court of criminal jurisdiction
 - 7) liability arising from:
 - a) bodily injury to any hirer's employees
 - b) bodily injury, or allegations of bodily injury, caused by Abuse
 - Abuse shall mean:
 - i) acts of hurting or injuring mentally or physically by maltreatment or ill-use
 - ii) acts of forcing sexual activity rape or molestation
 - iii) repeating or continuous contemptuous coarse or insulting words or behaviour
 - c) any activist meetings
 - d) any political or lobbying groups or meetings
 - e) use of the premises by commercial or organisations for business activities
 - f) any error or omission in the provision of professional services
 - g) treatment of any kind (other than first aid)
 - h) counselling, advice, design, formula or specification whether given for a fee or not
 - i) any defamation, slander or libel
 - j) or caused by any goods (including their containers, packaging, labelling or instructions) sold, supplied, hired out, constructed, treated or otherwise worked upon by or on behalf of the hirer other than food or drink supplied by the hirer at the premises in connection with the hirer's activities

k) arising from or out of the ownership possession or use by the hirer, or on the hirer's behalf, or any person entitled to indemnity under this Extension, of any:

i) mechanically propelled vehicle other than legal liability arising out of

the use of plant as a tool of trade

the use of plant at the premises

the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

ii) aircraft or other aerial device

iii) aerospace device

iv) hovercraft

v) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

l) damage to or the cost incurred by anyone in recalling, replacing, repairing or reinstating goods or in making any refund on the price paid for any goods sold or supplied

m) any agreement unless liability would have existed without the agreement

8) liability arising from the use of electric oxy-acetylene or similar welding or cutting equipment blow lamps or blow torches either on or away from the Insured's premises

9) liability arising from the operation by the hirer or hirer's employees of any of the following activities:

Abseiling	Mountain Biking
Amateur Boxing	Mountaineering
Archery	Paintball Guns and Games
Bouncy Castle	Quad Bikes
BMX	Roller Skating/Blading
Climbing (Indoor/Outdoor)	Roller Hockey
Dry Slope Skiing	Rugby Teams (16 yrs old and under)
Fencing	Scooters
Fireworks/Bonfires	Skateboarding
Football Teams (16 yrs old and under)	Weight Lifting or Weight Training
Go-Karting	Wrestling
Cricket Teams (16 yrs old and under)	Zip Slide
Gymnastics/Trampolining	Zip Wire
Martial Arts	
Metal/Woodworking	
Motor/Cycle Projects	

Limit of Indemnity

All Events happening during any Period of Insurance	£	5,000,000
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Section 3

Legal Defence Costs **Limit of Indemnity**

Part A

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance	£	250,000
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Part B

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance	£	250,000
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If there are any additional Clauses applicable to Legal Defence Costs Insurance, these are shown below

Section 4

Crisis Management **Limit of Indemnity**

Section 1, 2 and 3

The total amount payable by the Company in respect of all costs and expenses	£	10,000
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arising out of all claims during any Period of Insurance

Reference Number (which is to be quoted when using the service)

CharityVS2/CM/2023

If there are any additional Clauses applicable to Crisis Management Insurance, these are shown below

Abuse Insurance

Section 5

Abuse		Limit of Indemnity
The total amount payable by the Company in respect of all Losses costs and expenses during any Period of Insurance	£	5,000,000

Retroactive Date 07 June 2023

The insurance provided by Section 5 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule

Definitions applicable to Section 5

1 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A) the Policyholder
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
- C) at the request of the Policyholder
 - 1) any principal
 - 2) any manager or governor of the Policyholder

against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Section if the claim had been made against the Policyholder and each of whom shall as though the Policyholder be subject to the terms of this Policy so far as they can apply

other than

- a) any natural person committing or alleged to have committed Abuse against any other natural person
- b) any Person who has or has been alleged to have
 - i) authorised or permitted Abuse
 - ii) disregarded knowledge of Abuse
 - iii) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse
- iv) aided or contributed to or supported Abuse or
- v) intentionally or wilfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse

2 Abuse

Abuse shall mean

- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- B) acts of forcing sexual activity rape or molestation or
- C) repeated or continuing contemptuous coarse or insulting words or behaviours

3 Injury

Injury shall mean bodily injury mental injury death disease or illness

4 Person

Person shall mean

- A) an individual (a natural person) whether operating in the individual's own name or under a trade name
- B) an individual's personal agent or representative or
- C) any legal or commercial entity including but not limited to

- 1) a body corporate
- 2) a corporation sole
- 3) a body politic
- 4) a partnership
- 5) any association or body of persons whether incorporated or not
- 6) a charity or
- 7) a trust

5 Loss

Loss shall mean any claim or all claims of a series that are causally connected and arise out of an isolated repeated or continuing incidence of Abuse committed by one or more natural persons

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 against legal liability for damages and claimant's costs and expenses for accidental Injury resulting from Loss where any claim is
 - A) first made in writing to the Policyholder (or any other Person Entitled to Indemnity) during the Period of Insurance and
 - B) notified to the Company during or within thirty days after expiry of the same Period of Insurance
- 2 in respect of
 - A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any Injury specified in **1** above

which may be the subject of indemnity under this Section

B) all other costs and expenses in relation to any matter which may form the subject of indemnity under **1** above

incurred with the Company's written consent

General Provisions

Provided that in respect of any Loss the following shall apply

- 1 the total amount payable under this Section (including all Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule
- 2 where the Company is liable to indemnify more than one Person the total amount payable in respect of all damages and claimant's costs and expenses arising out of all claims during any Period of Insurance shall not exceed the Limit of Indemnity
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Company the claim can be settled

The Company will then relinquish control of such claim and be under no further liability in respect thereof

- 4 all Loss shall be deemed to be made in the Period of Insurance when
 - A) the first claim in respect of Loss was first made in writing to the Policyholder (or any other Person Entitled to Indemnity) and notified to the Company
 - or
 - B) the first notification of any circumstance in respect of Loss was first made in writing to the Company
- 5 Where Loss involves one or more claimants
 - A) the Company shall not provide indemnity against the consequences of any circumstances

1) where the first claim in respect of Loss was made against the Policyholder (or any other Person Entitled to Indemnity) and notified to the Company under any policy which was in force prior to the Period of Insurance or

2) where the first notification of any circumstance in respect of Loss was first made to the Company under any policy which was in force prior to the Period of Insurance

B) the total amount payable shall not exceed the Limit of Indemnity

6 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

Special Provisions applicable to Section 5

1 If during the Period of Insurance the Policyholder becomes aware of any circumstance which may reasonably be expected to give rise to a claim under this Section and notifies the Company of such circumstance during the Period of Insurance or within 30 days after expiry of the Period of Insurance then such subsequent claim shall be deemed for the purpose of this Section to have been made during the Period of Insurance

Exclusions applicable to Section 5

The indemnity will not apply to legal liability

1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to Indemnity of any

A) mechanically propelled vehicle other than legal liability arising out of

- 1) the use of plant as a tool of trade on site
- 2) the use of plant at the premises of the Policyholder
- 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

B) aircraft or other aerial device

C) aerospace device

D) hovercraft

E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2 Person Employed

for Injury to any Person Employed arising out of and in the course of employment by the Policyholder

3 Fines and Penalties

for

A) fines or penalties

B) compensation ordered or awarded by a Court of Criminal Jurisdiction

C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4 War and Allied Risk

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

5 Procedural Guidelines

in the event of any failure to comply with the procedural guidelines established by the Policyholder concerning Abuse

6 **Retroactive Liability**

in respect of claims arising from Loss caused prior to the Retroactive Date

7 **Prior Claims and Notifications**

in respect of claims arising out of circumstances

A) known to the Insured or any other Person Entitled to Indemnity prior to inception of this insurance or

B) notified under any other policy which was in force prior to the inception of this insurance

which might be reasonably expected to give rise to a claim

If there are any additional Clauses applicable to Abuse Insurance, these are shown below

Minimum Safeguarding Standards concerning Abuse

Ongoing compliance with the Minimum Safeguarding Standards is a Condition of cover. Failing to adhere to these will result in us withdrawing cover and may permit us to avoid a claim or impose additional terms or conditions. Our continued acceptance of the risk will depend on you adhering to these Minimum Safeguarding Standards.

Minimum Safeguarding Standards

a) written policy statement on the protection of Children and/or Vulnerable Adults

b) undertaking of DBS checks on all Employees and Persons Employed who have a responsibility for, or are involved in, the care and supervision of Children or Vulnerable adults through their work for you. You undertake DBS checks on new Employees within 30 days of employment

c) updating of DBS checks at least every 3 years on all Employees and Persons Employed who have a responsibility for, or are involved in, the care and supervision of Children or Vulnerable adults through their work for you

d) No Employee or Person Employed is employed who

(i) is barred under any government recognised lists

(ii) has a conviction for an offence involving violence, domestic violence, harassment, sexual offences or offences against children

Definitions

Children are defined as any person aged 17 or under

DBS or Disclosure and Barring Service Checks shall mean any disclosure service operated in England and Wales, Scotland or Northern Ireland

Vulnerable Adults are defined as any person aged 18 or over who

a) is in need of assistance by reason of mental, physical or learning disability, age, illness and who:

b) is unable to take care of themselves or unable to protect themselves against harm

Group Personal Accident Insurance

Insured Persons: All Trustees, partners, Employees and Volunteers of the Insured aged between 15 and 80 years of age

Operative Time: Occupational Accidents Only

Benefits Standard Scale

1	£	10,000
2	£	10,000
3	£	10,000
4	£	10,000
5	£	50
6	£	N/A

Payment Period for Benefits 5,6 : 104 weeks in all not necessarily consecutive

Deferment Period for Benefits 5,6 : The first 7 days of any period of disablement

Maximum Incident Limit :

- | | | |
|--|--|-----------------|
| 1) Aircraft Accumulation | | |
| a) Multi engined aircraft | | £2,500,000 |
| b) Any other aircraft or airship | | £1,000,000 |
| 2) War while on an External Journey | | £250,000 |
| 3) Terrorism (other than Nuclear Chemical or Biological Cause) | | £2,500,000 |
| 4) Nuclear Chemical or Biological Cause | | £250,000 |
| 5) Limit per Person | | as stated above |

Extension

Limit

Accidental Medical Expenses	Up to 25% of any amount paid under Benefits 1-6 subject to a maximum £20,000
Bereavement Counselling	Up to £250 per week up to a maximum £5,000 any one Insured Person
Catastrophe	Additional 25% of the total sum payable
Catastrophe Critical Response Counselling	Up to £5,000 per Incident
Coma Benefit	£50 per full 24 hours up to a maximum of 104 weeks any one Insured Person
Counselling	Up to £250 per week up to a maximum £5,000 any one Insured Person
Damage to Clothing and Baggage	Up to £1,000 per Insured Person
Dental and Optical Expenses	Up to 25% of any amount paid under Benefits 2 3 4 5 or 6 subject to a maximum £2,500
Dependents Benefit	Additional 5% per Child up to a maximum 25% of Benefit 1 subject to a minimum £5,000
Disability Assistance	Up to a maximum £25,000 any one Insured Person
Executor Expenses	Up to a maximum of £2,000 any one Insured Person
Facial Disfigurement	Up to a maximum of £5,000 any one Insured Person
Funeral Expenses	Up to a maximum £10,000 any one Insured Person

Hospitalisation £50 per full 24 hours up to a maximum of 104 weeks any one Insured Person

Hospital Visiting Expenses £100 per full 24 hours up to a maximum of £5,000

Paralysis

A total loss of use of all four limbs bladder and rectum £125,000

B total loss of use of two legs bladder and rectum £50,000

Recruitment Costs Following Suicide Up to a maximum £10,000 any one Insured Person

Relocation Expenses Up to a maximum £25,000 any one Insured Person

Retraining Up to a maximum £25,000 any one Insured Person

If there are any additional Clauses applicable to Group Personal Accident Insurance, these are shown below