

# Charity and Community Insurance renewal pack

## Renewal notice



Mr J Wilkinson  
24 Claverton Way  
Rushmere St. Andrew  
IPSWICH  
Suffolk  
IP4 5XF

6 April 2017

Dear Mr Wilkinson

Thank you for choosing Ecclesiastical for your Charity and Community Insurance policy over the past year. Your policy is due for renewal on 1 June 2017 and I have enclosed your policy documentation.

- **The premium for next year is £5,600.00.**

This includes Insurance Premium Tax of £600.00.

Please send a cheque for the premium by 1 June 2017 to renew your insurance. You should make the cheque payable to 'Ecclesiastical Insurance Office plc', and write your policy number on the back.

If you prefer, you can pay by Direct Debit – details of how to do this are on the Direct Debit Instruction form.

We sometimes need to make changes to our policy document to ensure all regulatory and contact details are up-to-date. The latest version of the policy is available on our website, but please contact us if you would like the policy in another format. If we make any changes to the cover provided by the policy, we will always tell you.

We look forward to continuing to provide insurance for you over the coming year. If you have any questions, please contact me and I will be happy to help.

Yours sincerely

*Stephen Butler*

Stephen Butler  
Church Underwriter

**Direct Commercial Department**  
**0345 777 3322**

directsouth@ecclesiastical.com  
Ecclesiastical Insurance Office plc,  
Beaufort House, Brunswick Road,  
Gloucester GL1 1JZ  
www.ecclesiastical.com

**Policy number**  
06/CBP/9098943

**Insured**  
Hockey Umpires Associations  
and Umpiring & Umpires  
Sections of Hockey Associations  
(as more fully described therein)

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### In this pack

- Policy schedule
- Changes to your policy

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### What to do next

- 1 **Check** your policy details.
- 2 **Send** a cheque for your premium.





# Charity and Community Insurance renewal pack

## Policy schedule



This schedule gives details of your premium and lists the sections of the policy document that you have chosen for your policy.

Please read this schedule alongside your Charity and Community Insurance policy document and the updates notice in this pack. Tell us if you want to make any changes.

If you need a copy of the policy documents, please visit [www.ecclesiastical.com/ME752](http://www.ecclesiastical.com/ME752)

### Premium details

Premium: **£5,600.00**

This is made up of a premium of £5,000.00 plus Insurance Premium Tax of £600.00.

### Premises and policy sections included

For full details of the cover provided, please see the sections on the following pages of this schedule.

Insured premises	Policy section
General cover	Section 4 Liabilities

### Policy clauses

#### Business Restrictions

The cover provided by this policy for umpires appointed to the Durham Clubs League (Ladies) and Midland Region Women's Hockey league and not otherwise insured as members of other insured associations is confined to whilst so umpiring for that League and whilst travelling to and from such appointments For the purpose of identification umpires currently recorded on the list of umpires belonging to the Umpiring & Umpires Section of any insured Hockey Association shall be deemed 'members'.

The cover provided by this policy for registered Level One umpires forming (for the purpose of this policy) the Umpires Section of Wiltshire Hockey Association shall not extend unless otherwise insured as a member of another insured association to insured activities which are deemed to be the business activities of the hockey club of which the registered Level One umpire is a member.

#### Business Description Extension

Policy number **06/CBP/9098943**

Date of issue **6 April 2017** Effective from **1 June 2017**

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ, UK. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Policy number

06/CBP/9098943

### Date of issue

6 April 2017

### Insured

Hockey Umpires Associations and Umpiring & Umpires Sections of Hockey Associations (as more fully described therein)

### Business description

The activities of Hockey Umpires Associations (and as more fully described herein)

### Period of insurance

1 June 2017 to  
31 May 2018

### The policy document

If you need a copy of the policy documents, please visit [www.ecclesiastical.com/ME752](http://www.ecclesiastical.com/ME752) or contact us.

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## Policy schedule

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The definition of BUSINESS is extended to include (a) Where any member of the insured association is requested to umpire a hockey match or to give tuition or to provide a watching which is not a direct appointment of his or her association (b) The appointment of any members as an umpire or match delegate to the national leagues, to county, regional or international matches or competitions. (c) Travel to and from such appointments

### **Insured Title**

It is noted that the insured title reads as follows:

The National Programme Umpiring Association, Midland (including non BCHUA and EMHUA members) North, Southern and Eastern Regional Hockey Umpires Associations, West Hockey Association and county umpiring and umpires hockey associations affiliated thereto or represented therein or any other regional/county hockey umpiring or umpires association advised to US from time to time including (as County Associations)

Avon & Somerset, Avon County Women's, Berkshire, Birmingham Counties, Buckinghamshire, Cambridgeshire, Devon, East Midland Counties, Essex, Hampshire, Herefordshire Gloucestershire & Wiltshire, Hertfordshire & Bedfordshire, Isle of Man, Kent, Lancashire Central, Lincolnshire, Middlesex, Norfolk, Northumberland & Durham, North West, Oxfordshire, Suffolk, Surrey, Sussex, and

Cornwall, Cumbria, Dorset, Wiltshire Hockey Association's Umpires or Umpiring Sections and

And any member (all classes) or any employee of such associations and any other umpire appointed by such associations

Umpires appointed to the Durham Clubs League (Ladies) and Midland Region Women's Hockey league.

# Charity and Community Insurance renewal pack

## Policy schedule



### General Cover

The cover provided here applies on a general basis (excluding any premises where this section is more specifically insured).

### Section 4 Liabilities

#### Cover 2 Public & products liability

Cover	Limits of indemnity	Third party property damage excess
Public liability	£6,000,000	£250
Products liability	£6,000,000	N/A

#### Liabilities clauses

##### Advice not given for a fee

Under Exclusions to Cover 2 exclusion 6 is deleted and the following substituted therefor :

6 No indemnity will be provided in respect of any liability arising from (i) advice design or specification given for a fee (ii) advice design or specification which if not given for a fee is or would normally be the subject of a specific Professional Indemnity Insurance

##### Errors and Omissions Extension

**This insurance covers only those losses which arise from claims made and notified to US during the period of insurance WE will indemnify YOU against all sums which YOU become legally liable to pay as damages all other costs and expenses as a result of errors or omissions in the and conduct of YOUR BUSINESS which gives rise to a claim made against YOU and notified to US during the period of insurance**

WE will not provide any indemnity in respect of the following a) Liability where indemnity is provided by any other insurance b) Liability in respect of BODILY INJURY or DAMAGE to property c) Any person committing or condoning any criminal, dishonest or fraudulent act or omission d) Liability assumed by agreement unless liability would have attached without such agreement e) The consequences of any circumstances known to YOU at the commencement of this cover which may give rise to a claim f) Advice, design or specification given for a fee or for which a fee would normally be charged g) Any legal action brought in a court of law outside the GEOGRAPHICAL LIMITS h) Liability arising from any allegation of unfair or wrongful dismissal and all other employment disputes i) Liability arising from any allegation of discrimination j) Liability of an insured member after a period of one year from the date of the member's retirement from an insured association k) The first £250 of each and every claim made under this extension

The total amount WE will pay under this extension is £1,000,000 in any one period of insurance subject to a limit of £250,000 any one period of insurance in respect of any one insured association All claims resulting from a single error or omission will be deemed to have been made during the period in which the first claim

# Charity and Community Insurance renewal pack

## Policy schedule



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was accepted by US

Condition specific to this extension YOU shall give written notice to US as soon as possible after becoming aware of circumstances which might reasonably be expected to produce a claim irrespective of YOUR views as to the validity of the claim or on receiving information of a claim for which there may be liability under this extension. Any claim arising from such circumstances shall be deemed to have been made in the period of insurance in which such notice has been given.

The cover provided to the Cumbria, Cornwall, Dorset, West and Wiltshire Hockey Associations under this extension shall be limited to that part of the Association's Business which relates to umpiring activities for which the Associations are responsible

### **Car Park Extension**

The following extension is added:

#### Car Parks Extension

Notwithstanding exclusion 4(a) WE will provide an indemnity in respect of liability incurred by YOU in respect of loss of or damage to motor vehicles (including their Contents) not belonging to or hired by YOU whilst such vehicles are within entering or leaving the car park or parking area provided by YOU subject to the following Conditions:

- a) amount payable shall not exceed the sum of £10,000 in respect of any one vehicle (including Contents)
- b) cover will not apply to claims arising from the movement of such vehicles by AUTHORISED VOLUNTEERS outside the confines of the car park
- c) amount payable will exclude the first £250 of each and every claim

### **Liabilities Section**

#### Definitions

INJURY is restated as means BODILY INJURY wrongful arrest false imprisonment detention wrongful eviction or invasion of the right of privacy

and not as otherwise shown in the policy document

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## Policy schedule



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### Glossary

#### Estimated

Estimated figures allow us to provisionally assess the premium we require. When the policy is renewed, you should tell us the actual figure so that we may make the necessary additional premium charge or refund and create a new estimate for the year ahead.

#### Day one items declared value

The declared value is the cost of rebuilding or replacing the property on the first day of the period of insurance. The policy schedule shows the value you have given us.

The declared value does not allow for future inflation.

The sum insured shows the declared value increased by the percentage amount you have chosen as protection against inflation during the time it would take to rebuild or replace the property.

#### First loss items

First Loss items are those where a total loss is not expected. The amount we have agreed with you as the maximum likely loss following any one occurrence is shown under the sum insured. The full value represents the full reinstatement value.

#### Declaration-linked basis

The declaration-linked basis is a way of providing inflation protection for your sums insured. The premium and the sum insured are based on the estimates you have provided. At the end of each year, you provide us with declarations of your profits, and the sum insured and premium are adjusted in accordance with the declaration-linked basis special condition in the policy document.

#### Insured's own vehicles

These are vehicles operated by the Insured and declared to be in use for the transit of goods at any one time.

#### Excesses

The excess is the amount you would have to pay towards any loss.

#### Clauses

The clause records changes to the standard terms and conditions of the policy or relevant section. Words in capital letters are defined in the policy document.







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## Changes to your policy



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### Changes to your policy

We have updated your policy which includes a number of changes. Any significant changes to the policy are summarised in this document.

Please check your policy schedule to confirm the sections that apply to you. If you have any questions, please contact us or your broker.

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### Insurance Act 2015

The Insurance Act 2015 significantly changed insurance law. We already adhered to many of the principles contained in the Act but have now updated your policy wording to fully reflect our stance. The main changes are as follows:

#### General condition changes

We have updated two conditions, as summarised below, to reflect the actions we might take if you misrepresent a risk to us, or you, or someone acting on your behalf makes a fraudulent claim. If your policy did not previously include these conditions, they have now been added.

#### Policy voidable condition

If your policy included a Misrepresentation condition this allowed us to cancel your policy from inception following discovery of a misrepresentation by you of the risk to be insured.

We have updated this condition, including renaming the condition to 'Policy voidable', to reflect the actions we may take if you fail to make a fair representation of the risk to us. A differentiation is now made between deliberate or reckless misrepresentation, where we may cancel the policy, and unintentional (but not reckless) misrepresentation where we will take into account the action we would have taken if you had made a fair representation of the risk to us.

#### Fraudulent claims condition

If your policy included a Fraudulent claims condition this previously allowed us to cancel your policy from inception following discovery of a fraudulent claim.

We have updated this condition to reflect the actions, in addition to cancellation, which we may take if you or a person acting on your behalf makes a fraudulent or exaggerated claim. If we choose to cancel your policy we will only do so from the date of the fraudulent act.

These wordings are detailed in full in the general conditions section of your new policy booklet. Please read the Policy voidable and Fraudulent claims conditions and contact us if you have any queries.

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## **Basis of contract clauses**

The Insurance Act banned the use of basis of contract clauses which turned information you provided to us at new business or renewal into the terms of cover. In response to the Act we have removed any reference to a basis of contract clause.

## **Condition precedent to liability**

Where we use this term, we have now defined our intention. The definition clarifies that your claim will not be paid if you fail to comply with a condition, but only if non-compliance with the condition is material to the loss.

The Insurance Act banned the use of warranties. Warranties required absolute compliance in order for a claim to be paid even if the warranty was not relevant to the loss. If your policy included warranties these have now been replaced with conditions precedent to liability.

## **Other changes**

The following updates apply unless your wording had already been reprinted and updated to this effect.

### **General conditions**

We have added general conditions relating to Sanctions and Assignment.

The new Sanctions condition confirms that we comply with laws and regulations of the European Union, United Kingdom or United States of America and that we will not provide benefits under this policy where we would be exposed to any sanction, prohibition or restriction under such laws.

The new Assignment condition states that you must not assign any of the rights or benefits under your policy without our prior written consent.

The existing Law applicable and Rights of third parties wordings now form part of the general conditions section.

### **General exclusion changes**

The Radioactive contamination general exclusion has been updated to additionally exclude loss or damage caused by nuclear, chemical, biological, bio-chemical or electromagnetic weapon.

The general exclusion of War has been simplified.

### **Property damage extensions**

We have clarified that other than where specifically stated, extensions to the Property damage section do not increase our liability beyond the sums insured.

### **Property damage exclusion changes**

The insurable events of Riot and Malicious persons now exclude damage occasioned by confiscation or destruction or requisition by order of the government or any public authority. This exclusion has been moved from the General War exclusion.

We have updated our electronic risks exclusion and have applied this to all of our policies. If your policy contained an electronic risks exclusion this has been replaced with a clearer wording. Other changes have been made to clarify that damage arising out of misinterpretation, use or misuse of data and damage arising from operator error in respect of data is now excluded.

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## **Terrorism**

We have updated the general exclusion, including the addition of a new definition applying for England, Scotland and Wales.

## **New policy section**

If your policy contained the option to insure against Terrorism this has now been added as a separate section of cover to your policy booklet. In line with this change, any insurable event for Terrorism, including any extensions for 'non-certified' Acts of Terrorism, in other policy sections has been removed. Where an act is not certified as an Act of Terrorism, damage would be considered under the property, business interruption or other applicable sections of the policy. Your schedule will show if you have chosen to include the new section of cover.



