



Service Select

Policy Schedule

Insurer

Ecclesiastical Insurance Office plc

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FCA register number: 113848. Permitted business is general insurance.

You can check this on the FCA's register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

For Policy changes and enquiries telephone 01242 533749 or email commercialtradingchelt@towergate.co.uk

For Claims please notify Towergate Insurance as soon as possible on 01242 533748 or email MilitaryClaims@towergate.co.uk

Towergate Insurance

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Towergate Insurance is a trading name of Towergate Underwriting Group Ltd.
Registered address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN
Registered in England No. 4043759. Authorised and regulated by the Financial Conduct Authority

Service Select

This Policy Schedule to be read in conjunction with the Policy Book

Please quote the Policy Reference in all correspondence

Policy Reference: CORP04/MI09

Schedule for: **RE Association**

Main Policyholder: The Trustees for the time being of Royal Engineers Corps Funds

Definition of Business: Regimental Headquarters

Next Renewal Date: 23 October 2018

Period of Insurance: 23 October 2017 to 22 October 2018

Date of issue: 26 September 2017

Risk location/postcode: Brompton Barracks, Chatham, Kent, ME4 4UG
(Please advise correct location/postcode if different)

Buildings construction – Standard (Brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos)
(Please advise full details if incorrect)

The following provides details of the cover provided under your policy. Please also refer to the Endorsement Section for any additional terms that may apply.

Section 1 – Property Damage

Cover is provided under Section 1A - All Risks unless stated otherwise by Endorsement.
Where appropriate, each item details property specifically insured.

	Sums Insured	Policy Excess
1. General items, Fixtures, Fittings, Furniture, stock and all other property not otherwise insured	Nil	n/a
2. Bar Stock	Nil	n/a
3. Additional Bar Stock and/or Raffle Prizes	Nil	n/a
4. Sports Equipment	Nil	n/a
5. Glassware and China	Nil	n/a
6. Silver, Plate, Medals, Plaques, Trophies, Presentation Items and other Chattels not otherwise specified	£1,100	Nil
7. Pictures, Paintings, Prints, Photos and like items 104 Standards and associated accoutrements	£72,000	Nil
8. Band Instruments, Equipment and Uniforms	Nil	n/a
9. Band Instruments the personal property of Band Members	Nil	n/a
10. Specified General Items Lawn Mower	£ 425	Nil
11. Specified cash holding machines	Nil	n/a
12. Cash contents of machines	Nil	n/a
13. Tentage *In respect of loss due to wind, rain, hail, sleet, snow flood or dust the following Excesses apply. Losses occurring between 1 st April and 30 th September - £250 Losses occurring between 1 st October and 31 st March – the greater of 10% of the value of the tentage or £250 whichever is the greater. x2 Recruiting Dome Tents	£5,000	£150*
14. Caravans or Trailers	Nil	n/a
15. Food Spoilage – see Cover Extension 3)	Nil	n/a
16. Cloakroom Cover – see Clause 16.	Nil	n/a
17. Buildings	Nil	n/a
Cover Extension 1) Glass	See Policy Book	£75
Clause 7) Underground Services	See Policy Book	£75
Section 2 – Encroachments		
18. Direct risk	Nil	n/a
19. Spread of Fire risk	Nil	n/a

20. MOD contents	Nil	n/a
Section 3 – Business Interruption/Loss of Earnings/Book Debts/Loss of Licence		
21. Income	Nil	n/a
22. Increased Cost of Working	Nil	n/a
23. Loss of Licence	Nil	n/a
24. Book Debts	Nil	n/a
Section 4 – Employee Dishonesty		
25. OIC Account	£20,000	Nil
26. Un-named Employees	£5,000	Nil
Section 5 – Direct Debit Indemnity		
27. Legal Liability	Nil	n/a
Section 6 – Money and Assault		
28. Item 1. Money other than described in Item 3 in transit or in a bank night safe until removed by a bank official, or at any location while You or any Employee is working there, or on The Premises during Business Hours, or on The Premises whilst contained in a locked Safe outside Business hours	£1,000	Nil
Item 2. Money other than described by Item 3 on The Premises and not contained in a locked Safe:		
i) during Business Hours when the room or premises are left unattended	£600	Nil
ii) outside Business Hours	£600	Nil
Item 3. Stamped National Insurance Cards, crossed chèques and other items as Defined in Specification Item 3 in the Policy book	As Policy Book	Nil
Section 7 – Personal Accident		
29. Total number of persons insured = Nil		
Section 8 – Employers Liability		
30. Limit of Indemnity Estimated annual Wages/Salaries £115,000	£10,000,000	Nil
Section 9 – Public and Products Liability		
31. Limit of Indemnity	£5,000,000	***

Events of a one off nature must be notified to Towergate Insurance and may require additional premium.

Excluding liability in connection with hazardous pursuits such as bouncy castles, bucking broncos and other fairground type activities unless specified below. See Policy wording for full details.

Excluding liability in connection with equestrian activities.

If you have any doubt as to what may need to be disclosed please contact Towergate Insurance.

*** An Excess may apply in certain circumstances. Refer to the Policy Book for details.

ENDORSEMENTS

SCHSE058 Additional Activities

Including liability in respect of:

Clauses

1) Additional Activities

The following is added:

f) business meetings social meetings parading the Standard and recruiting activities at 104 branches as per Appendix 1

SCHJE075 – Indemnity to Other Persons

Applicable to Section 8 - Employers Liability

Clause 3 is deleted and restated as follows:

Indemnity to Other Persons

We will indemnify

- a) **Your personal representatives**
- b) **at Your request**
 - i) **any director, partners or proprietor or Employee of Yours**
 - ii) **the officers, committees and members of Your**
 - **canteen, social, sports, educational and welfare organisations**
 - **first aid, fire, security and ambulance services or the personal representatives of these persons**
- c) **the Secretary of State for Defence and his/her agents or servants and/or the MOD and/or the Crown**

against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You

Each indemnified party will be subject to the terms of this Section so far as they can apply

Applicable to Section 9 - Public and Products Liability

Clause 4 is deleted and restated as follows:

Indemnity to Other Persons

We will indemnify

- a) **Your personal representatives**
- b) **at Your request**
 - i) **any director, partners or proprietor or Employee of Yours**
 - ii) **the officers, committees and members of Your**
 - **canteen, social, sports, educational and welfare organisations**
 - **first aid, fire, security and ambulance services or the personal representatives of these persons**
- c) **the Secretary of State for Defence and his/her agents or servants and/or the MOD and/or the Crown**
- d) **shoot beaters and authorised followers in accordance with MOD licence**
- e) **assistants at arena displays**

against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Terrorism - Operative

Please see **Section 10 – Terrorism**, of the policy wording.

End of Policy Schedule

Public and Products Liability

Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Cost and Expenses

- 1) fees for Your legal representation
- 2) costs and expenses incurred with Our written consent
- 3) any claimant's legal costs for which You are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical

- 1) loss
- 2) destruction
- 3) damage.

Limit of Indemnity

The maximum amount, stated in the Schedule, which We will pay in respect of any or all claims arising out of one cause.

In respect of Products Supplied or pollution or contamination, the Limit of Indemnity will apply to the total of all claims occurring in any one Period of Insurance.

Personal Injury

- 1) Bodily Injury
- 2) wrongful
 - a) arrest, detention or imprisonment
 - b) eviction
 - c) accusation of shoplifting.

Products Supplied

Anything which is

Public and Products Liability – continued

- 1) manufactured, sold, supplied, processed or treated
- 2) repaired, serviced or tested
- 3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer owned by You or in Your custody or control or that of any Employee.

Property

Material property.

Territorial Limits

- 1) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 2) elsewhere where You or any Employee are engaged in The Business.
- 3) anywhere in the world in connection with Products Supplied at or from premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Cover

We will indemnify You in respect of

- 1) Your legal liability for Compensation
- 2) Costs and Expenses

as a result of accidental

- a) Personal Injury
- b) Damage to Property
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

occurring in the course of The Business during the Period of Insurance and within the Territorial Limits.

The Maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

- 1) the United States of America or any territory within its jurisdiction
or
- 2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is the Limit of Indemnity.

Clauses

1) Additional Activities

The Business includes

- a) ownership, use and upkeep of Your premises, vehicles and plant
- b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- c) first aid, fire, security and ambulance services
- d) participation in exhibitions
- e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee.

2) Cross Liabilities

If the Policyholder comprises more than one party We will indemnify each party entitled to indemnity under this Section as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

3) Defective Premises

We will indemnify You in respect of liability arising under

- a) the Defective Premises Act 1972
- b) the Defective Premises (Northern Ireland) Order 1975

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not indemnify You in respect of the cost of rectifying any defect or alleged defect in such premises.

4) Indemnity to Other Persons

We will indemnify

- a) Your personal representatives in respect of legal liability You incur
- b) at Your request
 - i) any director, partners or proprietor or Employee of Yours
 - ii) the officers, committees and members of Your
 - canteen, social, sports, educational and welfare organisations
 - first aid, fire, security and ambulance services or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made

against You.

- c) the Secretary of State for Defence and his/her agents or servants under the terms of the Crown Indemnity Clause.
- d) SUBJECT TO PAYMENT OF AN ADDITIONAL PREMIUM
 - i) shoot beaters and authorised followers in accordance with MOD licence
 - iii) assistants at arena displays

Each indemnified party will be subject to the terms of this Section so far as they can apply.

5) Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- a) legal fees and expenses in defending proceedings, including appeals
- b) prosecution costs awarded against You or any director, partner, proprietor or Employee arising from any health and safety inquiry or criminal proceedings in respect of any breach of health and safety legislation of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

- 1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business
- 2) in respect of
 - a) proceedings as a result of any deliberate act or omission by the party claiming to be indemnified
 - b) proceedings relating to the health and safety of any Employee
 - c) where indemnity is provided by another insurance policy

6) Liability for Hired or Rented Premises

We will indemnify You in respect of Your legal liability as a result of accidental Damage to premises (including fixtures and fittings) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which You hire, rent and occupy in connection with The Business.

We will not indemnify You in respect of

- a) the first £250 of any claim caused other than by fire or explosion
- b) liability imposed on You solely by reason of the terms of the hiring or renting agreement
- c) legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

7) Motor Contingent Liability

We will indemnify You in respect of Your legal liability as a result of accidental

- a) Bodily Injury and/or
- b) Damage to property arising out of the use
 - i) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and
 - ii) in connection with The Business

of any motor vehicle not belonging to or provided by You.

We will not indemnify You

- 1) in respect of Damage to the vehicle or goods carried in or on the vehicle
- 2) while the vehicle is being driven by
 - a) You
 - b) by a person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- 3) if indemnity is provided by another insurance.

8) Overseas Personal Liability

We will indemnify

- a) You
- b) any director, partner or Employee while temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with The Business in respect of legal liability as a result of accidental
 - i) Bodily Injury and/or
 - ii) Damage to Property

incurred in a personal capacity.

We will also indemnify any accompanying spouse or children.

Public and Products Liability – continued

Where the Policyholder is an individual the indemnity will also apply within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not indemnify You

- 1) where liability arises from
 - a) any agreement unless liability would have existed otherwise
 - b) ownership or occupation of land or buildings
 - c) the carrying on of any trade or profession
 - d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- 2) if indemnity is provided by another insurance policy.

9) Payment for Court Attendance

We will compensate You if, at Our request, any director, partner or Employee is attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay is

- a) for each director or partner £250 per day
- b) for each employee £150 per day

10) Personal Effects

We will indemnify You in respect of Your legal liability as a result of accidental Damage to vehicles or personal effects which You do not own but which are in Your custody or control.

We will not indemnify You where this Property is

- 1) stored for a fee or other consideration
- 2) in Your custody or control for the purposes of being worked on.

11) Hunting, Shooting and Arena Displays

SUBJECT TO THE PAYMENT OF AN ADDITIONAL PREMIUM

Your liability and that of any Employee caused by or in connection with:

- a) hunting on MOD and private farm land
- b) Service Shooting and Fishing Syndicates
- c) Organised Arena Displays – the period of cover for each display being from time of leaving barracks or base and return
- d) Hunter Trials and Point to Point meetings
- e) Hiring out horses subject to
 - i) the hirer being known to the Policyholder and having adequate experience
- f) Provision of riding instruction subject to
 - i) Compliance with any local authority requirements relating to riding establishments
 - ii) Instruction provided by suitably qualified or experienced adults

We will not indemnify You in respect of liability for damage to land, fences and crops

Exceptions

- 1) We will not indemnify any person entitled to indemnity in respect of legal liability as a result of
 - a) Personal Injury to an Employee, partner or proprietor
 - b) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any
 - i) aircraft, aerial device or hovercraft
 - ii) watercraft (other than hand propelled watercraft) unless stated in the Schedule as insured
 - iii) motor vehicle or trailer
 - in circumstances to which road traffic legislation appliesor
 - where a more specific insurance is in force
 - c) Damage to Property
 - i) which You own or is loaned, leased, hired or rented to You
 - ii) which is held in trust or in the custody or control of
 - You
 - any Employee
 - any other party who is carrying out work on Your behalf

other than in the circumstances described in Clauses 6 or 10

- d) Damage to or the cost incurred by anyone in repairing, removing, replacing, re-applying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract)
- e) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing other than in connection with Products Supplied for which indemnity is provided under this Section
- f) any Products Supplied which could affect

- i) the navigation, propulsion or safety of any aircraft or other aerial device
 - ii) the safety or operation of nuclear installations
- g) i) pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - ii) Bodily Injury or Damage to Property directly or indirectly caused by such pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.

All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.
- h) i) work in or on and travel to, from or within
 - or
 - ii) Products Supplied to any offshore
 - accommodation, exploration, drilling or production rig or platform
 - support vessel
- i) the disposal of assets other than furniture and office equipment previously used in the course of The Business
- 2) We will not indemnify any person entitled to indemnity in respect of
 - a) recalling or making refunds in respect of Products Supplied
 - b) i) liquidated damages,
 - ii) penalty causes,
 - iii) fines,
 - iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication or compensatory damages or other noncompensatory damages
 - c) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied.
- 3) We will not indemnify You in respect of damage to property or injury connected with the hire/usage of or involvement with inflatable bouncy castles or other inflatable rides, bungee jumps, bungee runs, abseiling, bucking broncos, motorcycles, go-karts, bar fly, dodgems, carousels or any other type of fairground ride or activity unless full details have been provided to Us and covered agreed by Us prior to the event and any additional premium required paid to Us.
- 4) We will not indemnify You in respect of Liability arising under any contract entered into by you except to the extent that liability would have attached in the absence of the contract and then only in respect of liability arising within the United Kingdom, Channel Islands, Isle of Man or other member states of the European Community.

This exclusion only applies in respect of liability arising out of any product after it has ceased to be in your custody or control.
- 5) We will not indemnify You in respect of liability in respect of Damage to goods supplied and the cost incurred by anyone in recalling, removing, repairing, rectifying, replacing or reapplying any defective product.
- 6) We will not indemnify You in respect of liability arising anywhere within the Geographical Limits:
 - a) through the conduct of the Business by Employees who are foreign nationals employed by you elsewhere than in the United Kingdom, Channel Islands, Isle of Man and other member states of the European Community unless the claim is brought in a court under United Kingdom Jurisdiction
 - b) where the granting of cover is contrary to any law, government order or decree of the country concerned
 - c) out of any product
- 7) We will not indemnify You in respect of liability arising in China.
- 8) We will not indemnify You in respect of liability in respect of Damage to property which results from your deliberate act or omission and which could reasonably have been expected by you having regard to the nature and circumstances of such act or omission.
- 9) We will not provide indemnity in respect of
 - (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos.

Endorsements and Conditions precedent

This Section is subject to any Endorsements and Conditions Precedent stated in the Schedule as applying.

