

# Sterling Insurance Company Limited

## Charity Fairs Liabilities Protection

Specially arranged by Clear Insurance Management Ltd  
for stallholder members of the Charity Fairs Association

### Policy Summary

The Policy Summary is a guide only – please read it carefully before completing the application form. A specimen policy giving full details of the terms, conditions and exclusions is available on request.

The Charity Fairs – Liabilities Protection policy is underwritten by Sterling Insurance Company Limited.

Charity Fairs – Liabilities Protection provides protection against legal liabilities arising from activities as a member of the Charity Fairs Association and as an exhibitor (not organiser) at any exhibition, show or fair in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and elsewhere in the world for any journey or temporary visit in connection with such activities. If you require extra cover, such as for your stock, materials and equipment, a separate insurance is available – please ask Clear Insurance Management Ltd for details.

### General Policy Conditions and Exclusions

The Charity Fairs – Liabilities Protection policy contains general policy conditions such as cancellation, change of risk, reasonable care, compliance with warranties and fraud. This is not an exhaustive list.

All sections may be subject to special conditions. Please refer to a specimen policy wording for full details.

The Charity Fairs – Liabilities Protection policy contains general policy exclusions which are summarised below

- radioactive contamination
- war, invasion, civil war, rebellion or revolution
- any act of terrorism
- computer viruses
- gradual pollution or contamination
- failure of any computer to recognise a valid date.

See the General Exclusions section of the policy wording for more details.

### Section 1 – Employers’ Liability

This section protects you as required by the law relating to the compulsory insurance of legal liability to employees whilst they are employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, including temporary visits elsewhere in the world in connection with your activities.

The limit of indemnity is £10,000,000 (£5,000,000 if liability arises out of terrorism) any one cause inclusive of all legal costs.

The cover is extended to include legal costs incurred in the defence of criminal proceedings brought for a breach of the Health and Safety at Work Act 1974, up to a limit £10,000 in any one period of insurance.

If we require you or any of your directors, partners or employees to attend court as a witness in connection with any claim under this section we will provide compensation of up to £250 for each day of attendance.

#### Not insured

- work in connection with asbestos, or liability arising from exposure to or inhalation of asbestos
- actions brought outside Great Britain, the Isle of Man or the Channel Islands.

## Section 2 – Public Liability

This section covers your legal liability for injury to persons other than employees and for damage to property arising out of your activities as a member of the Charity Fairs Association and as an exhibitor (not organiser) at any exhibition, show or fair, up to a limit of £5,000,000 any one cause plus legal costs. A higher limit is available on request.

### Additional cover

- obstruction, trespass or nuisance
- compensation for court attendance as a witness, up to £250 per day
- legal costs incurred in the defence of criminal proceedings brought for a breach of the Health and Safety at Work Act 1974, up to £250,000 in any one period of insurance.

### Not insured

- work in connection with asbestos, or liability arising from exposure to or inhalation of asbestos
- watercraft unless hand propelled or less than 7 metres in length, or aircraft
- any machinery or boiler that does not have an inspection certificate required by law
- vehicles used in circumstances where road traffic legislation requires insurance or security
- liability arising from products
- treatment (other than first aid treatment of customers or visitors), therapy, medical advice, fitness instruction or administration of drugs or medicines
- the cost of cleaning up or removal of or damage to property arising out of asbestos
- professional liability
- provision of advice or any plan, design, formula or specification given separately for a fee
- fines, penalties or liquidated, punitive or exemplary damages
- actions brought outside Great Britain, the Isle of Man or the Channel Islands
- the first £100 of each claim for loss of or damage to property

## Section 3 – Products Liability

This section covers your legal liability for injury to persons other than employees, and for damage to property caused by products manufactured, sold, supplied, repaired, serviced, processed, delivered, installed, tested, altered, treated or hired out by you in connection with your activities as a member of the Charity Fairs Association and as an exhibitor (not organiser) at any exhibition, show or fair, up to a limit of £5,000,000 in any one period of insurance plus legal defence costs incurred with our written consent. A higher limit is available on request.

### Additional cover

- legal costs incurred in the defence of criminal proceedings in respect of a breach of the Consumer Protection Act 1987 or the Food Safety Act 1990, up to £250,000 in any one period of insurance.

### Not insured

- professional liability
- provision of advice or any plan, design, formula or specification given separately for a fee
- liability arising from properly prepared products failing to perform the function for which they were intended
- loss of or damage to products or the cost of making good or recalling products or rectifying defective work
- any drug or medical preparation obtainable on prescription from a medical practitioner
- any animal feeds, seeds, fertilisers, insecticides or pesticides unless of proprietary manufacture
- liability arising from exposure to or inhalation of asbestos
- the cost of cleaning up or removal of or damage to property arising out of asbestos
- liability arising in the USA or Canada from any products which with your knowledge will be sold or supplied to or used within those countries
- liability arising from products used in the motor industry other than those not affecting the safety, stability, steering or braking of any vehicle
- fines, penalties, or liquidated, punitive or exemplary damages
- actions brought outside Great Britain, the Isle of Man or the Channel Islands.

## Customer Service Information

**1. Sterling Insurance Company Limited:** Sterling Insurance Company Limited is a private company limited by shares, registered in England and Wales number 498605. It underwrites General Insurance business.

It is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates financial services.

Our FSA register number is 202012. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Sterling Insurance Company Limited is a member of Sterling Insurance Group Limited, Registered Office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey TW9 1SQ.

Legal Expenses cover is underwritten by DAS Legal Expenses Insurance Company Limited, a private company limited by shares incorporated in England and Wales under registered number 103274. Its head and registered office is DAS House, Quay Side, Temple Back, Bristol BS1 6NH. It is authorised and regulated by the FSA and appears on the FSA's register under number 202106.

We undertake to refund the premium in full if you are not satisfied with the cover provided by your policy if it is returned within 14 days of issue, but if there has been an incident which has resulted or could result in a claim you must reimburse us for any amounts we have paid or may be required to pay in respect of that incident.

**2. Claims:** If you have a claim, or are aware of an incident that could result in a claim, please contact Sterling Insurance Company Limited on 0845 2711300.

**3. Complaints Handling Procedure:** A copy of our complaints handling procedure is available on request by writing to the Customer Services Manager at Sterling Insurance Company Limited, 3<sup>rd</sup> Floor, Blackburn House, 22-26 Eastern Road, Romford, Essex RM1 3PJ or telephone 01708 777900.

**4. Disability Discrimination Act 1995:** In accordance with the Disability Discrimination Act 1995 we are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

**5. Duration of contract:** The first period of insurance under your Liabilities Protection policy will be 12 months unless otherwise requested by you and agreed by the Company.

**6. Enquiries or complaints:** If you wish to make a complaint about any aspect of our service, you should write to the Customer Services Manager at Sterling Insurance Company Limited, 3<sup>rd</sup> Floor, Blackburn House, 22-26 Eastern Road, Romford, Essex RM1 3PJ or telephone 01708 777900.

Please provide all relevant details of your policy and in particular your policy number to enable your enquiry to be dealt with speedily.

If you remain dissatisfied you may have the right to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

If you have an enquiry or complaint about the suitability of the policy for your needs or about the advice or service you received from Clear Insurance Management Ltd, you should contact them directly.

Following this procedure will not affect your legal rights.

**7. Financial Services Compensation Scheme:** We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claims. Further information about compensation scheme arrangements is available from the FSCS.

**8. Law applicable to the contract:** We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date. The policy terms and conditions and other information we are required to send you will be supplied in English and we will communicate with you in English throughout the duration of the policy, unless you and we agree otherwise.

**9. Premiums:** Premiums are payable to Clear Insurance Management Ltd. Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.

## **Helpline services – available 24 hours a day, 365 days a year**

**Legal helpline: 0117 934 0192**

Your own helpline to a qualified lawyer with legal help and advice. Areas of the law covered include employment, statutory regulations, landlord and tenant disputes, VAT and other taxation matters concerning the consumer, contracts and data protection.

In certain circumstances the advice given will be confirmed in writing.

**Counselling helpline: 0117 934 2121**

DAS will provide all employees (including any member of their immediate family who permanently live with them) of the insured with a confidential counselling service over the phone, including where appropriate onward referral to relevant voluntary and/or professional services.

These telephone services are operated by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

DAS provide these services 24 hours a day, 7 days a week during the period of insurance. To help DAS check and improve their service standards, DAS record all calls other than those to the Counselling helpline.

