BALH INSURANCE FACT SHEET FOR LOCAL SOCIETIES

LOCAL HISTORY NEWS 143

APRIL 2022

SOCIETY MEMBERS

· Please detach and keep ·

Insurance Broker:

Towergate Insurance Brokers

Jellicoe House, Grange Road, Hedge End,

Hants. SO30 2AF Contact: Tariq Mian Tel: 01489 770391

e-mail: hampshire@towergate.co.uk

BALH Contact:

BALH Head Office

Chester House, 68 Chestergate,

Macclesfield, SK11 6DY Tel: 01625 664524

e-mail: admin@balh.org.uk

BALH Membership Insurance Cover:

Insurance cover is provided for Societies within the BALH Society

annual membership subscription fee.

Subscriptions are valid for one calendar year (1st Jan – 31st Dec) and need to be renewed each year to continue a Society's

insurance cover.

Types of Activities Covered:

- 1) Meetings, walks, talks, AGMs/conferences with less than 150 attendees
- 2) Visits/trips to places of interest
- 3) Collections of local archive material
- 4) Photographing places of interest for recording purposes
- 5) Having a stand at a fair or arranging small-scale publicity displays

Examples of Activities Not Covered:

Please note our Brokers can arrange additional cover on request – this list is not exhaustive

- a) Property ownership, whether land or buildings
- b) The running of semi-commercial undertakings, such as local Museums or Heritage Centres
- c) Manual work of any kind e.g. archaeological fieldwork and excavations
- d) Organising fairs, large conferences or major events
- e) Re-enactments
- f) Any activities involving the use of weapons, heat, vehicles, atercraft, aircraft or animals

Insurance Cover Provided:

A summary of the Insurance cover provided by our group insurance policy is as follows:

A. Public & Products Liability

We will indemnify The Insured against

- 1. legal liability to pay Compensation, and
- 2. Costs and Expenses

in respect of accidental

- a. Personal Injury
- b. Damage to Property
- c. obstruction, trespass, nuisance or interference with any right of way, air, light or water which arises in connection with the activities of the society and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity of £5,000,000 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
- 2. Canada

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

B. Employers Liability

We will indemnify The Society against

- (1) legal liability to pay Compensation, and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Volunteer arising out of and in the course of their work for the society within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity of £10,000,000.

C. Personal Accident

We will pay the sum insured shown below to You for Accidental Bodily Injury to a member of our society occurring during the Period of Insurance whilst on a society activity or on society business which within 24 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits listed below

- Death £15,000
- Capital Benefits £15,000
- Temporary Total Disablement £50 per week (excludes the first 4 weeks of disablement) up to 104 weeks.

There is restricted cover for persons aged under 16 or over 75.

D. Equipment, Stock and Assets Insurance

We will indemnify You in respect of Damage, occurring during the Period of Insurance anywhere in the UK, to physical assets of the society.

Basis of Claim Settlement - Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the loss in value of the Property Insured unless the Basis of Claim Settlement Reinstatement clause or any other alternate basis of settlement is stated to apply.

The maximum We will pay under this Section in any one claim will not exceed

- (1) the Sum Insured on each item of £2,000
- (2) the Total Sum Insured of £12,500

An excess of £100 will apply to each and every claim.

Restrictions apply to theft from vehicles, please see the policy documents for details of the cover provided.

D. Money

We will indemnify You in respect of loss of Money which belongs to the society/group or for which you are responsible in connection with your society activities while:

- a) In transit £1,000
- b) On sites where your volunteers are working £1,000
- c) On your premises (£1,000 in a locked safe or £250 not in a safe)
- d) At the home of a committee member or volunteer £250
- e) In a bank night safe until removed by the bank £1,000
- f) In collection tins or boxes (limited to £100 any one claim and £500 any one period of insurance)

Please note that a £50 excess applies to all Money claims.

E. Assault

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of the society activities during the Period of Insurance and solely, directly and independently of any other cause results in any of the following Contingencies

- 1) Death occurring within 24 months of Bodily Injury £10,000
- 2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech occurring within 24 months of Bodily Injury £10,000
- 3) Loss of Limb occurring within 24 months of Bodily Injury £10,000
- 4) Permanent Total Disablement after 24 months of Bodily Injury £10,000
- 5) Temporary Total Disablement within 24 months of Bodily Injury £100 per week
- 6) Temporary Partial Disablement within 24 months of Bodily Injury £50 per week

Please note that the subscribing society and its honorary officers (that is, the Insured) must

- take all reasonable precautions for the safety of the insured property
- take all reasonable precautions to prevent bodily injury or damage
- comply with all statutory regulations and regulations imposed by an Authority.

Please note that this summary of the cover provided is for general guidance only. Each case is different. The policy is underwritten by Aviva Insurance Ltd. All cover is subject to the terms and conditions of the policy wording which should be read in conjunction with the policy schedule – copies of which are available on the BALH website.

Additional Activities:

It is extremely important that societies advise BALH and our nominated broker in writing of any activities to be undertaken that are outside of the scope of the policy.

Additional Cover:

Our brokers offer a full insurance service and the following can be arranged by them at an additional cost under a separate policy:

- a. Events Insurance including event cancellation, event organisers liability, etc.
- b. Buildings Insurance and/or Property Owners' Liability Insurance
- c. Office Contents/Property (including contents of local museums / exhibitions)
- d. Business Interruption Insurance
- e. Public & Employers' Liability Insurance cover for manual work
- f. Higher levels of Liability Insurance or Personal Accident Insurance
- g. Business Travel Insurance
- h. Trustees, Directors' & Officers' Management Liability Insurance
- i. Hired-in equipment & plant Insurance
- j. All Risks Cover in excess of the £12,500 offered under the BALH policy
- k. Professional Indemnity Insurance
- l. Cyber Liability Insurance
- m. Engineering Insurance & Inspection Service
- n. Goods/Property in Transit and Marine Transit Insurance
- o. Crime/Fraud Insurance

Questions and Answers:

- Q. How do I obtain a copy of the Insurance Policy?
- A. Copies of the Insurance Policy are available online from https://www.balh.org.uk/membership/balh-insurance-for-local-societies or by email from admin@balh.org.uk
- Q: What should I do if I require additional insurance cover?
- A. Contact the Insurance Broker direct for a quote
- Q. What should I do if I have an enquiry about our insurance cover?
- A. Contact the Insurance Broker direct
- Q. To whom do I speak if I want to make an insurance claim?
- A. Contact the Insurance Broker direct
- O. Are all accidents covered?
- A. It depends on the circumstances. You need to be able to prove that the society and its honorary officers (the Insured) have a duty of care to the person concerned and were negligent. Personal Accident cover relates to death, serious injury, impairment or long-term inability to work (see section c) above and is a member-only benefit.
- Q. Are all thefts covered?
- A. It depends on the circumstances. See section d) above. You need to be able to prove that the society and its honorary officers (the Insured) have taken all reasonable steps to reduce risk of theft.
- Q. Volunteers help on occasions. Are they covered by the policy?
- A. You need to be able to prove volunteers are working specifically for the society and its honorary officers (the Insured), appropriate advice and/or training has been given and safety measures are in place. Your legal liability to them is covered but note the policy excludes manual work.
- Q. We have paid employees. Are they covered by the policy?
- A. If you have employees who are paid on PAYE, you will need to contact the broker to organise cover separately as the BALH policy is not suitable for you. If you pay self-employed persons (i.e. a bookkeeper) on invoice and have no employees on PAYE, then you can be insured under the BALH policy.
- Q. Is liability arising out of loss of data covered by the policy?
- A. No, this needs to be insured under a cyber liability policy.
- Q. Does the BALH policy cover us from theft by deception?
- A. No. This would need to be covered under a Crime policy.
- Q. Does the assets insurance cover our heritage assets (i.e. old photos, records, artefacts)?
- A. Probably not. The issue with artefacts is proving a value to replace them, most of them are irreplaceable and so cannot be insured unless you get a formal valuation on the items. If you do, please contact the brokers to discuss options.