THE MASONIC MUTUAL LIMITED

INDIVIDUAL LODGE AND REGALIA COVER WORDING

The Masonic Mutual Limited is a company registered in England and Wales with registered number 9085809 and its registered office at 7-9 Church Road, Lytham, Lancashire, FY8 5LH
The Masonic Mutual Limited (FRN: 625738) is an appointed representative of Tower Insurance Brokers Ltd with registered number 10691863 which is authorised and regulated by the Financial Conduct Authority, FRN 805562.

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Contact details

Claims

You can report a claim

- by telephone 01924 428657
- using masonicmutualclaims@uk.sedgwick.com

Enquiries

The Masonic Mutual Limited
C/O Tower Insurance Brokers
7-9 Church Street
Lytham
Lancashire FY8 5LH

Telephone: 07542 735203
Email: info@themasonicmutual.com

Introduction

Please read this **Cover Wording** and **your Certificate of Entry** carefully to ensure that the **cover** meets **your** needs

This **Cover Wording** must be read with **your Certificate of Entry** which shows the Sections included in **your cover**, the **excesses** and any special terms and conditions relating to **your cover**

Personal information

We hold personal information in accordance with the applicable data protection laws. It may be necessary for **us** to pass personal information to other organisations which supply products and services for this **cover**

Our Privacy Notice is available at: www.themasonicmutual.com/privacy

Any personal information provided to the **Insurer** will be processed by the **Insurer** in compliance with all applicable laws and regulations and in accordance with their privacy notice which can be found at https://qbeeurope.com/privacy-policy/. Alternatively, the **Insurer**'s Data Protection Officer will provide, on request, a copy of the full privacy notice; requests may be made by email to dpo@uk.qbe.com or by writing to the Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD

Fraud prevention

We may check **your** details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If **you** make a claim, **we** may share **your** information with other companies to prevent fraudulent claims

Your cover

We and **you** agree the following

(i) this **Cover Wording**, **your Certificate of Entry** and any endorsement form the terms of **your cover**
(ii) **you** will pay **your contribution**
(iii) **we** will, subject to the terms and conditions of this **cover**, provide **cover** under the Sections shown in **your Certificate of Entry** as included in **your cover** during the **cover period** and any subsequent period for which **you** pay and **we** accept **your contribution**

This **cover** is provided to **you** subject to **our Rules**, and any payment **we** may agree to make under this **cover** is at the discretion of **our** Board of Directors

How to make a claim

If **you** need to make a claim, please check **your Certificate of Entry** and this **Cover Wording** first to see if they include the cause of the **damage**, theft, loss, death or injury, and if an **excess** applies

What you must do

After any **damage**, theft, loss, death or **injury you** must take all reasonable steps to prevent more **damage**, theft, loss, death or **injury**. **You** must carry out emergency repairs to prevent more **damage**, theft, loss, death or injury and keep the invoice(s). It is helpful if **you** take photographs of any **damage** before emergency repairs are carried out

You can report a claim

- by telephone - **07542 735203** Monday to Thursday Friday 9.00am to 5.30pm/Fridays 9.00am to 5.00pm or
- Email: jknight@towerinsurancebrokers.co.uk

When **you** report a claim by telephone, **we** will ask **you** to **e**xplain what has happened and how and when it happened

Assistance with your claim

Please telephone **us** if **you** need any help filling in the claim form or if **you** have any queries about **your** claim

Supporting documents

When **you** make a claim, **we** will ask **you** to give **us** documents to support the claim. It is a good idea to keep receipts, valuations, photographs, instruction booklets and guarantee cards as these will help to show **you** own the lost or **damaged** items and their value

Claims conditions

These Claims conditions apply to all claims made under this **cover**. If **you** do not keep to any of the conditions that apply to **you we** may not agree to pay all or part of **your** claim and in certain circumstances **we** may cancel **your cover**

Your duties

When something happens which may result in a claim **you** must

1. take all practicable steps to recover property lost and otherwise minimise the claim
2. tell the police as soon as reasonably possible if the **damage** is caused by thieves, malicious persons, vandals, or as a result of riot, civil commotion, strikes or labour disturbances
3. tell **us** as soon as **you** become aware, and if **damage** is caused by riot or civil commotion also give **us** full written details not later than 7 days of the date the **damage** occurred
4. within 30 days give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require
5. not make or allow to be made on **your** behalf any admission, offer, promise, payment or indemnity without **our** prior written consent
6. send **us** every letter, email claim form, summons and process immediately upon receipt without acknowledgement, and tell **us** in writing as soon as **you** know about any impending prosecution, inquest or inquiry in connection with the incident

Our rights

We may

1. start, take over, defend and conduct any legal action in **your** name
2. bring a legal action in **your** name for **our** benefit and **we** will have full discretion in the conduct and settlement of the action
3. or someone on **our** behalf may, on reasonable notice, enter any **premises** where **damage**, death or injury has occurred and take and keep possession of any property included in **your cover**, but **you** cannot abandon **damaged** items to us. This **cover** is proof that **you** authorise **our** rights under this condition
4. at any time pay **you** up to the **cover limit**
   (a) less any amount already paid or incurred in the case of claims for Employers' liability or Prosecution defence costs
   (b) in the case of Public and products liability claims, less any amount already paid or incurred as damages or
   any lesser amount for which at **our** discretion any claim or claims can be settled
   We will then relinquish control of the claim and grant no further **cover** except for any Public and products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada). **We** may also pay any legal costs incurred before the date **we** pay
5. in the case of Section 3 Money and assault, Cover B Assault, if the claim involves the death of a covered person, have a post-mortem carried out at **our** expense

General definitions

Words in **bold** type in this **Cover Wording** (or in capital letters in **your Certificate of Entry**) have the meaning shown below unless a different definition is given in a Section of this **Cover Wording**

asbestos
Asbestos, asbestos fibres or any derivatives of asbestos including but not limited to any product containing any asbestos, asbestos fibres or any derivatives of asbestos

authorised volunteer(s)
Voluntary workers normally resident in the **geographical limits** acting under **your** authority while engaged in the **business**

business
Your business as described in **your Certificate of Entry**

Certificate of Entry
The document, including its schedules (and any subsequent documents), issued by **us** which shows the Sections of **cover you** have chosen and any special terms and conditions relating to **your cover**, and which incorporates this **Cover Wording**

contribution
The amount **you** must pay **us** for the **cover**

cover
The discretionary cover **we** provide as set out in **your Certificate of Entry**, this **Cover Wording** and the **Rules**

cover limit
The most **we** may pay shown on **your Certificate of Entry** or in this **Cover Wording**

cover period
The length of time that the **cover** is valid as stated in **your Certificate of Entry**

Cover Wording
This document which contains the terms and conditions of **your cove**r

damage
Physical loss, destruction or damage

excess
The first part of claim **you** must pay as shown in **your Certificate of Entry**

geographical limits
England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

Insurer
QBE UK Limited, company number 1761561. Registered office: 30 Fenchurch Street, London EC3M 3BD. QBE UK Limited is authorised by the Prudential Regulation Authority and regulated by the PRA and Financial Conduct Authority, FRN 202842

Mutual
The Masonic Mutual Limited, company number 9085809

premises
That part of the buildings and grounds at the address(es) shown in **your Certificate of Entry** used by **you** in connection with the **business**

regalia
Jewels, furniture, equipment and other items with ceremonial significance including but not limited to master and wardens chairs, tracing boards, globes, gavels, pedestals, swords, wands, balloting boxes, table clothes, candle sticks and collection boxes

Rules
The Rules of the **Mutual**

unoccupied
When a building **you** own or use in connection with the **business** is, for more than 30 consecutive days, vacant, unfurnished and empty

we/our/us
The **Mutual**

you/your
The Member named in **your Certificate of Entry**

Cover Sections

(Your Certificate of Entry shows which Sections are included in your cover)

Section 1 Property damage

Definitions

contents

Masonic **regalia**, furniture and the Warrant of the Lodge belonging to **you** or for which **you** are legally responsible or which are entrusted to **you**, contained in the **premises** and elsewhere as stated in **your Certificate of Entry** and this **Cover Wording**

Contents include the following property only up to the **cover limit** stated

1. **Regalia** up to £7,500 any one item and £20,000 any one Lodge in any one **cover period**
2. The Warrant of the Lodge up to £1,500 in any one **cover period**

Contents do not include

1. **stock** intended for sale
2. landlord's fixtures and fittings
3. cash or money instruments of any description whether negotiable or non-negotiable
4. vehicles licensed for road use (including their accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
5. any living creatures, trees, shrubs, plants or other vegetation
6. explosives
7. any other property more specifically covered

covered event(s)

Any event shown as included in **your Certificate of Entry**

Cover

We may pay (by payment up to the value of the **contents** at the time of the **damage** or at **our** option by repair, reinstatement or replacement) for **damage** to the **contents** caused by any **covered event** happening during the **cover period**

The most **we** may pay in any one **cover period** is the sum covered for each item and the total sum covered for all claims

Covered events

Your Certificate of Entry *will show which* ***covered events*** *are included in* ***your cover***

1 Fire lightning and explosion

Fire not caused by

1. the property's own spontaneous fermentation or heating or it undergoing any process involving the application of heat
2. earthquake, subterranean fire, riot or civil commotion

Lightning

Explosion excluding

1. **damage** to and originating in any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be examined to comply with any statutory regulations, unless such vessel, machinery or apparatus is the subject of a contract providing the required inspection service
2. **damage** consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control

2 Aircraft and aerial devices

Aircraft and other aerial devices or articles dropped from them

3 Riot

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances excluding **damage**

1. resulting from riot in Northern Ireland
2. resulting from cessation of work
3. occasioned by confiscation or destruction or requisition by order of the government or any public authority

4 Malicious persons

Malicious persons excluding **damage**

1. resulting from cessation of work
2. by theft or attempted theft
3. to **contents** in the open
4. occasioned by confiscation or destruction or requisition by order of the government or any public authority

5 Earthquake

6 Subterranean fire

7 Storm

Storm excluding **damage**

1. by
   (i) the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam
   (ii) inundation from the sea
   whether resulting from storm or otherwise
2. attributable solely to change in the water table level
3. by frost, subsidence or landslip
4. to **contents** in the open

8 Flood

Flood caused by

1. the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam
2. inundation from the sea

excluding **damage**

1. attributable solely to change in the water table level
2. by frost, subsidence or landslip
3. to **contents** in the open

9 Escape of water

Escape of water or beverage from any tank, apparatus or pipe including **damage** to any water tank, apparatus or pipe caused by freezing of water or beverage

but excluding **damage**

1. to the beverage
2. by water discharged or leaking from automatic sprinklers

10 Impact

Impact by any road or rail vehicle, or goods falling from them, or animals

11 Falling trees

Falling trees, branches, telegraph poles, lamp posts or pylons

12 Escape of oil

Escape of oil from any fixed oil fired heating installation or storage tank

13 Accidental damage

Any other accidental **damage**

Excluding

1. **damage** which is specifically included or excluded elsewhere in this Section
2. accidental **damage** to Warrant of the Lodge

14 Subsidence, heave and landslip

Subsidence, heave or landslip of the site on which the **premises** stand

Excluding **damage**

1. attributable solely to change in the water table level
2. caused by or consisting of
   (a) the normal settlement or bedding-down of new structures
   (b) the settlement or movement of made-up ground
   (c) coastal or river erosion
3. caused by defective design or workmanship or the use of defective materials
4. caused by fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
5. which originated before this **cover** began resulting from
   (a) demolition, construction, structural alteration or repair of any property
   (b) groundworks or excavation
   at the same **premises**

Special condition

You must tell **us** as soon as **you** become aware of any demolition, groundworks, excavation or construction being carried out on the site where the premises stand or any adjoining site. **We** shall then have the right to vary or cancel this **cover**

15 Theft or attempted theft

Theft or attempted theft

1. involving entry to or exit from the **premises** by forcible and violent means
2. following actual or threatened assault or violence

Extensions

The **cover** under this Section includes the following

Unless specifically stated otherwise these extensions do not increase the **cover limits** under this Section

1 Non-invalidation

Cover under this Section shall not be invalidated by any act, omission or alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control

Provided that on becoming aware of this **you** tell **us** as soon as reasonably possible and pay an additional **contribution** if required

2 Reinstatement of sum covered

(Not applicable to any limits in the extensions to this Section)

If **you** pay the additional **contribution we** ask for, **we** will automatically reinstate the sum covered in full after **damage** has occurred

Provided that

1. **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum covered
2. in respect of **damage** by theft or attempted theft, reinstatement will only apply if **you** complete any improvements to the security precautions at the **premises** that **we** may require and
3. reinstatement following theft or attempted theft will apply only once during each **cover period**

3 Temporary removal

Damage to or theft of **contents** while temporarily removed for cleaning, renovation, repair or other similar purpose to any other premises and in transit between such locations in the **geographical limits**

4 Cover away from the premises

Damage by any cause not excluded to

1. **regalia** and the Warrant of the Lodge anywhere within the **geographical limits** and the European Union
2. **contents** other than **regalia** anywhere within the **geographical limits**

whilst temporarily removed from the **premises** for purposes other than cleaning, renovation or repair

5 Raffle prizes and donated goods

Damage by a **covered event** to raffle prizes and donated goods to be used for fund raising events including whilst at the home of **your** Lodge member or **authorised volunteer**

Cover limit

£1,500 any one claim

6 Loss avoidance measures

The reasonable costs **you** incur in taking reasonable but exceptional measures to prevent or mitigate impending **damage** to the property covered by a **covered event**

Provided that

1. if **damage** had occurred it would have resulted in a claim that **we** would have agreed under this Section
2. **we** are satisfied that **damage** has been prevented or reduced by the exceptional measures

7 Pairs and sets: regalia

Where an item of **regalia** suffers **damage** and is part of a pair, set or uniform **we** may pay up to 50% of the sum covered for the undamaged item or items forming part of that pair, set or uniform

If any item which has an increased value because it forms part of a pair or set suffers **damage** any payment **we** may make may take account of the increased value

If **we** agree to pay the full sum covered for an item, pair or set **we** will then own it and have the right to take possession of it

Cover limits

The most **we** may pay is the value of the pair or set up to

1. £7,500 any one item and
2. £20,000 any one Lodge in any one **cover period**

Memoranda

Property Damage – basis of settlement

Definitions

reinstate/reinstating/reinstatement

1. The replacement of **damaged contents** which, provided the amount **we** may pay is not increased, may be carried out in any manner suitable to **your** requirements
2. the repair or restoration of **damaged contents**

to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Reinstatement of property

We do not have to **reinstate** exactly or completely any property that is the subject of an agreed claim but may **reinstate** only as circumstances permit and in reasonably sufficient manner

We will not consider a claim in respect of any one of the items of **contents** for more than the sum covered

Reinstatement basis

This applies unless shown otherwise on **your Certificate of Entry**

The most **we** may pay for **damage** to **contents** is the cost of **reinstatement**, subject to the Reinstatement basis conditions.

Reinstatement basis conditions

1. If at the time of the **reinstatement** the sum representing 85% of the cost which may have been incurred in **reinstating** the whole of the **contents** by this provision is more than the sum covered at the commencement of any **damage**, the most **we** may pay is the amount equal to the proportion of the amount of the **damage** which the said sum covered shall bear to the sum representing the total cost of **reinstating** the whole of such property at that time
2. The most **we** may pay for the repair or restoration of property **damaged** in part only is the amount which may have been payable had such property been wholly destroyed
3. **We** will not consider claims for payment beyond the amount which may have been payable by **us** in the absence of this provision
   (a) unless the **reinstatement** commences and proceeds without unreasonable delay
   (b) until the cost of **reinstatement** shall have been actually incurred
   (c) if the **contents** are, at the time of the **damage,** covered by any other form of indemnity effected by **you** or on **your** behalf which is not on the same basis of **reinstatement**
4. All the terms and conditions of this **cover** shall apply
   (a) to any claim which may be payable under this memorandum except insofar as they are varied in this memorandum
   (b) where claims are agreed as if this Memorandum had not been incorporated

Section 1 Exclusions

We do not give **cover** for

1. **damage** caused by pollution or contamination but this shall not exclude **damage** to **contents** not otherwise excluded caused by
   (a) pollution or contamination which itself results from any of the **covered events** other than Accidental damage
   (b) any of the **covered events** other than Accidental damage which itself results from pollution or contamination
2. consequential loss of any kind
3. **damage** to
   (a) **data** which shall include but not be limited to
      (i) **damage** to or corruption of **data** whether in whole or in part
      (ii) unauthorised appropriation of, use of, access to, or modification of **data**
      (iii) unauthorised transmission of **data** to any third parties
      (iv) **damage** arising out of any misinterpretation, use or misuse of **data**
      (v) **damage** arising out of any operator error in respect of **data**
   (b) any items covered arising directly or indirectly from
      (i) the transmission or impact of any **virus**
      (ii) unauthorised access to a **system**
      (iii) interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication
      (iv) **failure of a system**
      (v) anything described in (a) above

      but in respect of (b)(i), (b)(ii), (b)(iii) and (b)(iv) this shall not exclude subsequent **damage** or loss resulting from subsequent **damage** which itself results from a cause not otherwise excluded provided that such **damage** does not arise by reason of any malicious act or omission

Definitions for this exclusion

data
Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware

failure of a system
The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **system**, whether or not owned by **you**, to operate at any time as desired, as specified or as required in the circumstances of **your business** activities

microchip(s)
A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontroller

system(s)
Includes computers, other computing and electronic equipment linked to a computer, hardware, electronic data processing equipment, **microchips** and anything which relies on a **microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

virus
Programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between **systems** by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not

4. **damage** caused by or consisting of inherent vice, latent defect, depreciation, gradual deterioration, wear and tear, its own faulty or defective design or materials, faulty or defective workmanship, but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
5. **damage** caused by or consisting of corrosion, dust, rust, wet or dry rot, contamination, mildew, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects, change in temperature, colour, flavour, texture or finish
6. **damage** to property resulting from it undergoing any process of cleaning, dyeing, restoration, production, packing, treatment, testing, commissioning, servicing or repair
7. livestock
8. **damage** caused by atmospheric and climatic conditions other than storm or flood
9. **damage** caused by or consisting of
   (a) acts of fraud or dishonesty
   (b) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
10. **damage** caused by or resulting from any deliberate act or omission by **you** or anyone acting on **your** behalf

Section 2 Liabilities

Definitions

act of terrorism

An act including but not limited to the use of force or violence and/or the threat of force or violence of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

bodily injury

Bodily injury, death, disease or illness

business

As described in **your Certificate of Entry** and which is conducted solely from premises in the **geographical limits** including

1. the ownership repair and maintenance of **your** property
2. private work undertaken by an **employed person** with **your** prior consent for **your** Lodge member or an **employed person**
3. participation in trade shows or exhibitions within the **geographical limits** or the European Union
4. fund raising activities undertaken with **your** full knowledge and authority and under **your** control anywhere within the **geographical limits**

but not any work undertaken **offshore**

data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware

employed person

1. Any **employee**
2. Any person supplied to or hired or borrowed by **you** or on **your** behalf or any work experience student or youth training scheme participant while under **your** direct control and supervision

employee(s)

1. Any person for whom you must have employers' liability insurance
2. **Authorised volunteers**

event(s)

One occurrence or series of occurrences arising from or attributable to one source or original cause

injury

Bodily injury, wrongful arrest or false imprisonment

legal costs

1. Claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of a claim under this Section
2. The costs of legal representation at
   (a) any coroner's inquest or inquiry in respect of any death
   (b) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of a claim under this Section

incurred with **our** prior written consent

3. All other costs and expenses in relation to any matter which may form the subject of a claim under this Section incurred with **our** prior written consent

offshore
Embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig, platform or service or accommodation vessel

pollution or contamination
Injury or **damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water, land or the atmosphere

principal
Any party (other than **your** Lodge member or **employee**) on whose behalf **you** are undertaking work (excluding the sale or supply of products) in connection with the **business**

products
Goods (including containers and packaging) not in **your** custody or control sold, supplied, installed, erected, serviced, repaired, altered or treated by **you** in connection with the **business**

Any error in the sale, supply or presentation of such goods is included in this definition

property
Material property excluding **data**

you

1. The Member named in the **Certificate of Entry**
2. Unless **we** specifically state otherwise, **we** may also pay
   (a) the Member's personal representatives in respect of legal liability incurred by the Member
   (b) at the Member's request
      (i) any **principal**
      (ii) any member of **your** Lodge or **employed person**

      in respect of liability for which the Member may have been entitled to **cover** had the claim been made against the Member

   (c) a member of **your** Lodge or **employee** in respect of private work carried out with **your** prior written consent by an **employed person** for **your** Lodge member or **employee**

We do not give **cover** for any medical or dental practitioner in respect of medical services they provide

Cover 1 – Employers' liability

This Section also represents the insurance provided by the **Insurer** and confirmed by their certificate of insurance issued to **you** in order that **you** may comply with **your** statutory obligations. For the insurance, **we**, **our** and **us** means the **Insurer** and "may pay" is replaced with "will pay"

If **you** have any reason to complain about the insurance you can complain to the **Insurer** in writing or by telephone to:

Customer Relations
QBE UK Limited
30 Fenchurch Street
London EC3M 3BD
Tel: 0207 105 5988
Email: CustomerRelations@uk.qbe.com

The **Insurer** will aim to resolve **your** complaint within one business day. If **your** complaint cannot be resolved in one day, the **Insurer** will tell **you** what will happen next

If **you** are not satisfied with the **Insurer**'s response, or if the **Insurer** has not completed the investigation within 8 weeks, the **Insurer** will tell **you** what further steps **you** may be able to take

The **Insurer**'s complaints handling procedure does not affect **your** right to take legal proceedings

The Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). The FSCS is an independent body, set up by government, which gives **you your** money back if **your** financial services provider authorised by the Prudential Regulation Authority cannot meets its obligations to **you**. The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product **you** have bought. The FSCS cannot help **you** if the firm **you** have done business with is still trading

For further information on the scheme **you** can visit the website at www.fscs.org.uk

or write to:

Financial Services Compensation Scheme
10th Floor, Beaufort House,
15 St Botolph Street, London EC3A 7QU.
Tel 0207 741 4100 or 0800 678 1100
Fax 0207 741 4101
Email enquiries@fscs.org.uk

Cover

Cover 1 is provided on a costs Inclusive basis. This means that legal costs are included within the **cover limit** specified in **your Certificate of Entry**

We may pay **you** the amount **you** are legally liable to pay for damages and **legal costs** arising out of **bodily injury** to an **employed person** caused during the **cover period**

1. within the **geographical limits** or
2. while temporarily outside the **geographical limits**

in connection with the **business**

Cover limits

The most **we** may pay in respect of

1. any one **event** within the **geographical limits** which is directly or indirectly caused by results from or is in connection with an **act of terrorism** is £5,000,000
   If **we** allege the bodily injury has resulted from **act of terrorism**, **you** will have the burden of proving the contrary
2. any other **event** is the **cover limit** shown in **your Certificate of Entry**

This part of this Section complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees

You will repay any sums paid by **us** or the **Insurer** which **we** would not have agreed to pay or the **Insurer** would not have been obliged to pay but for the provisions of such law

Employers' liability extension

Unsatisfied court judgments

Where a judgment for damages has been obtained

- by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any **cover period** and which arises out of and in the course of their employment with **you**
- in any court situated within the **geographical limits**
- against any entity or individual operating from premises within the **geographical limits** and
- is unpaid in whole or in part 6 months after the date of the judgment

we may at **your** request pay to the **employee** or their personal representatives the amount of damages and any awarded costs which remain unpaid if no appeal is outstanding

Any payment we may agree to make under this extension is conditional upon the judgment being assigned to **us** by the **employee** or their personal representatives

Employers' liability exclusion

We do not give **cover** for any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the **geographical limits** or the European Union

Cover 2 – Public and products liability

Cover 2 is provided on a costs in addition basis. This means that (apart from claims brought within the legal jurisdiction of the United States of America or Canada) legal costs may be payable in addition to the **cover limit** in **your Certificate of Entry**

Cover

We may pay **you** the amount **you** are legally liable to pay as damages arising out of

1. accidental **injury** of any person
2. accidental **damage** to property
3. nuisance, trespass to land, trespass to goods or interference with any easement of air, light, water or way

happening during the **cover period** and caused either in connection with the **business** or by **products**

We may also pay **you** the amount of **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the **cover limit**

Exclusion

We do not give **cover** for any liability which arises from any deliberate act or omission by **you** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of **your business**

Cover limits

1. The most **we** may pay in respect of damages for any one **event** (and all **event**s happening during any **cover period** caused by **products**) which is directly or indirectly caused by or results from or is in connection with an **act of terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism** is £2,000,000
   If **we** allege that the **bodily injury** or **damage** has resulted from an act of terrorism **you** will have the burden of proving the contrary
2. The most **we** may pay for
   (a) any other **event**
   (b) all other **event**s happening during any **cover period** caused by **products**
   (c) all **event**s arising from **pollution or contamination** which **we** deem to have occurred during any **cover period**

is the **cover limit** shown in **your Certificate of Entry**

Where **we** agree to pay more than one person, the most **we** may pay to all parties including **you** in respect of damages arising from one **event** is the **cover limit** shown in **your Certificate of Entry**

Public and products liability extensions

1 Cross liabilities

If **you** consist of more than one party, **we** may pay each party in the terms of Cover 2 Public and products liability for liability incurred to the other in the same way and to the same extent as if a separate cover had been issued to each but the most **we** may pay in respect of damages arising out of one **event** is the **cover limit** shown in **your Certificate of Entry**

2 Contingent motor liability

Notwithstanding Section 2, Cover 2, exclusion 4 regarding vehicles, **we** may pay **you** alone in respect of legal liability for **bodily injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**

We do not give **cover** for

1. **damage** to such vehicle or any **property** contained or being carried in it
2. **bodily injury** or **damage** arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)
3. anything which can be claimed for somewhere else
4. **bodily injury** or **damage** arising outside the **geographical limits**

3 Data Protection

We may pay **you** the amount **you** are legally liable to pay as damages and claimant's costs and expenses for damage or distress as described in Article 82 of the General Data Protection Regulation (EU 2016/679) and Sections 168 and 169 of the Data Protection Act 2018 (or similar provisions in any replacement legislation)

To have **cover** under this extension **you** must

1. be registered in accordance with the Act or have paid the applicable fee and
2. take all reasonable care to comply with the Regulation and the Act

Exclusions

We do not give **cover** for

1. fines or penalties
2. the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data
3. liability arising from or caused by a deliberate or intentional act by or omission of any person entitled to claim
4. claims arising out of circumstances which have been notified to previous providers of cover or which **you** knew about when the **cover** under this extension began
5. legal liability which can be claimed for somewhere else

4 Defective Premises Act

We may pay **you** the amount **you** are legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **bodily injury** or **damage** which occurs within a period of 7 years from the expiry or cancellation of this **cover**

Exclusions

We do not give **cover** for

1. anything **you** can claim for somewhere else
2. the cost of remedying any defect or alleged defect in premises **you** used to own

5 Overseas personal liability

We pay may **you** the amount **you** are legally liable to pay for personal liability for **injury** or **damage** arising other than in connection with the **business** or any other business while **you** are temporarily outside the **geographical limits** in connection with the **business**

We may also pay legal costs other than for any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances legal costs are included within the **cover limit**

Exclusions

We do not give **cover** for

1. any liability which attaches solely because of a contract
2. anything arising out of the ownership or occupation of land or buildings
3. anything which can be claimed for somewhere else
4. anything arising from any craft designed to travel in on or through water air or space apart from any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
5. anything arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart, trolley or buggy controlled by someone on foot

Cover limit

The most **we** may pay for damages for any one **event** is £2,000,000

6 Libel and slander

We may pay **you** the amount of damages and legal costs **you** are legally liable to pay for libel or slander

Provided that

1. a claim is first made against **you** during the **cover period**
2. all claims arising from a single libel or slander are deemed to have been made during the **cover period** in which the first claim was accepted by **us**

Exclusions

We do not give **cover** for

1. anything which can be claimed for somewhere else
2. claims which arise out of circumstances notified to previous providers of cover or which **you** knew about before **cover** under this extension began
3. libel or slander made at the direction of any party entitled to claim under this Section who knew their effect
4. any criminal or intentional libel or slander
5. any legal actions brought outside the **geographical limits**

Cover limit

The most **we** may pay including legal costs is £250,000 in any one **cover period**

7 Member to member liability

In this extension "Member" means a Member of the **Mutual**

If during the **cover period you**

1. accidentally **damage** another Member's property
2. accidentally **injure** another Member's employee

We may pay up to the **cover limit** for the amount **you** are legally liable to pay as compensation and costs

Exclusion

We do not give **cover** under this extension for legally liability that results from anything **we** do not give **cover** for under this Cover 2 Public and products liability

Public and products liability exclusions

We do not give **cover** for

1. any liability connected with any error or omission in the provision of professional services
2. any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**
3. any liability arising from **damage** to property which is owned or held in trust by **you** or which is in **your** custody or control apart from
   (a) personal effects including vehicles and their contents belonging to **employed persons**, **your** Lodge members or visitors
   (b) premises and their contents not owned by, leased or rented by **you** at which the **you** are undertaking work in connection with the **business**
   (c) premises including fixtures and fittings **you** hire, lease, rent, or borrow but **we** do not **cover** claims for
      (i) the first £250 of any **damage** other than caused by fire or explosion
      (ii) any liability arising solely under the terms of any contract or agreement
      (iii) any liability which arises from an agreement to maintain in force cover on a discretionary basis or otherwise against loss of or **damage** to the **premises** and their fixtures and fittings
4. any liability arising from ownership, possession or use by **you** or on **your** behalf of
   (a) any mechanically propelled vehicle but (except where cover is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion does not apply to
      (i) the use of plant as a tool of trade on site
      (ii) the use of plant at the **premises**
      (iii) the loading or unloading of any vehicle
      (iv) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**
   (b) any craft designed to travel in on or through water, air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
5. any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **cover period**
   For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
6. any liability arising from advice, design or specification provided whether given for a fee or not
7. **damage** to or the costs of recall, removal, repair, alteration, replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
   (a) a defect
   (b) its unsuitability for its intended purpose
8. any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract
9. the costs of remedying any defect or alleged defect in premises **you** used to own
10. fines or penalties
11. liquidated damages
12. any compensation awarded by a court of criminal jurisdiction
13. multiplied, aggravated, exemplary or punitive damages

14. any liability arising from
    (a) the ownership or use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
    (b) products sold or supplied on **your** behalf from any premises situated in the United States of America or Canada
    (c) products exported by **you** or on **your** behalf to the United States of America or Canada
15. any liability arising from **products**
    (a) incorporated in any craft designed to travel through air or space
    (b) incorporated in any waterborne craft which could affect its safety, navigation or propulsion
    (c) incorporated in mechanically propelled vehicles which could affect their safety
    (d) incorporated in gas, chemical, petrochemical or power generation plant which is directly connected to manufacture, processing, storage or power generation

    and which have been specifically supplied by **you** for that purpose
16. any liability arising from the supervision or execution of any manual work or contract undertaken outside the **geographical limits** or the European Union
17. any liability arising directly or indirectly from mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of **asbestos**
    This exclusion does not apply where removing, handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
    (a) **you** have complied with any legal obligations to manage **asbestos** and
    (b) any discovery of **asbestos** by **you** is unintentional and accidental and
    (c) upon discovery of **asbestos** all work immediately stops and
    (d) a HSE licensed asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those under this **cover** and which does not exclude the work to be carried out
18. any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
19. any liability directly or indirectly caused by, resulting from or in connection with an **act of terrorism** arising at
    (a) premises of 40 storeys or more
    (b) venues where attendance may exceed 1,500 people at any one time

Liability section extensions

If this Section is included in **your cover**, the following are also included subject to the terms conditions and exclusions of the relevant **cover**

1 Court attendance

If **we** ask any of the following people to attend court as a witness in connection with a claim under this Section **we** may pay **you** compensation for each day on which attendance is required

1.	Any of **your** Lodge members	£500
2.	Any **employee**	£250

2 Corporate manslaughter defence costs

We may pay **you** legal costs and expenses incurred with **our** prior written consent for the defence of any criminal proceedings or an appeal against conviction for any offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the **cover period** in the course of the **business**

Provided that

1. the most **we** may pay in any one **cover period** is the Public and products liability **cover limit** shown in **your Certificate of Entry**. This limit will form part of and not be in addition to the **cover limit** shown in **your Certificate of Entry**
2. where **we** have already agreed to pay a claim for any legal costs incurred in the defence of any criminal proceedings arising out of the same **event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide, any amount **we** have already paid will be taken into account in calculating the amount **we** may agree to pay under this extension
3. **you** must obtain **our** prior consent in writing to the appointment of any solicitor or counsel who is to act for **you**

Exclusions

We do not give cover for

1. the costs of an appeal unless counsel has advised that it is more likely than not that the appeal will succeed
2. defence costs that can be claimed for somewhere else or where, but for the existence of this extension, indemnity would have been made by someone else
3. any proceedings which result from **your** deliberate act or omission or deliberate act or omission of any of **your** Lodge members or **employed persons** while acting in a managerial capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
4. fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

3 Public relations crisis management

If something happens during the **cover period** which results or could result in adverse publicity, **we** may pay the reasonable costs necessarily incurred by **you** with **our** prior written consent of employing a marketing and/or public relations firm to help minimise the risk of damage to **your** reputation

Provided that

1. in **our** opinion the incident could result in a claim under this Section of the **cover**
2. **you** take all reasonable measures to avoid or mitigate adverse publicity

Cover limit

The most **we** may pay under this extension is £25,000 any one incident and in any one **cover period**

4 Prosecution defence costs

We may pay **you**

1. legal costs and expenses incurred with **our** prior written consent
2. costs awarded against **you**

in connection with the defence of any criminal proceedings or an appeal against a conviction for a breach of

(a) the Health & Safety at Work etc. Act 1974
(b) Part II of the Consumer Protection Act 1987
(c) the Food Safety Act 1990

alleged to have been committed during the **cover period** in connection with the **business**

Exclusions

We do not give **cover** for

1. anything **you** can claim for somewhere else

2. **bodily injury** or **damage** which may be the subject of a claim under either the Employers' liability or Public and products liability covers of this Section
3. fines or penalties of any kind
4. any costs, expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
5. proceedings resulting from any deliberate act or omission by
   (a) **you** or any of **your** Lodge members
   (b) any person who has specific responsibility for compliance with the above legislation

   which could reasonably have been expected to constitute a breach of the above legislation

Cover limit

The most **we** may pay in respect of any one claim is £500,000

Section 3 Money and assault

Definitions

bodily injury
Bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

business hours
Any time when anyone with responsibility for **money** is at the **premises** for the purpose of the **business**

covered person
Any of **your** Lodge members or **authorised volunteers**

deferment period
The initial period specified in **your Certificate of Entry** following **bodily injury** during which the **temporary total disablement** or **temporary partial disablement** benefit is not payable

loss of eye(s)
Total and irrecoverable loss of sight of an eye or eyes

loss of limb(s)
Loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

medical expenses
The cost of medical, surgical, dental or other remedial attention, treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the **covered person**

money
Current notes and coins, cheques (other than pre-signed blank cheques whether crossed or uncrossed), postal orders, money orders, securities for money, crossed banker's drafts, unused postage stamps, travellers' cheques, National Savings stamps and certificates, Premium Bonds, cards credit and debit card, sales vouchers, giro payment orders, Value Added Tax purchase vouchers, luncheon vouchers, gift tokens and unused credit on postal franking machines, belonging to **you** or for which **you** are responsible and pertaining to the **business**

permanent total disablement
Permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

personal custody
In the immediate personal control of a responsible person authorised by **you**

temporary partial disablement
Disablement from engaging in or giving attention to a substantial part of usual profession, trade, business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

temporary total disablement
Disablement from engaging in or giving attention to usual profession, trade, business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover A Money

We may pay **you** for **damage** to **money** happening during the **cover period** anywhere in the **geographical limits**

The most **we** may pay in respect of any one loss is the amount stated in **your Certificate of Entry**

Extensions

Cover A includes the following

1 Damage to safes

We may pay **you** for **damage** to any safe, strongroom or cash carrying bag belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of covered **money**

2 Damage to clothing and personal effects

We may pay **you** for **damage** to clothing and personal effects belonging to **you** or any of **your** Lodge members or **authorised volunteers** or representatives arising in connection with theft or attempted theft of covered **money**

3 Fund raising events

For the period from 2 days before until 7 days after a fund-raising event the limits shown in **your Certificate of Entry** are doubled for

1. **money** whilst in the course of transit or in a bank night safe
2. **money** whilst being counted or in the home of **your** Lodge members or **authorised volunteer**
3. **money** in a locked safe in the premises

4 Overseas visits

We may pay **you** for **damage** to **money** occurring outside **the geographical limits** and which arises out of a temporary visit overseas by any of **your** Lodge members or **authorised volunteers** in connection with the **business**

Cover limit

£500 any one occurrence

Cover A Exclusions

We do not give **cover** for loss

1. due to dishonesty of **your** Lodge members or a**uthorised volunteers**
2. during transit by unregistered post
3. from an unattended vehicle
4. due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or to the use of counterfeit **money**

5. of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

Cover A Special conditions

Safe keys

In respect of loss of **money** from locked safes or locked strongrooms, all keys (except those deposited with a bank) and codes of combination locks for safes and strongrooms containing **money** must be held in **personal custody**

Cash escort

Cash in transit must be escorted by an able-bodied adult until deposited in a secure area of the **premises** or at the bank

Cover B Assault

If during the **cover period** a **covered person** sustains **bodily injury** in the course of their employment by **you** or their activities for the **business** as a direct result of robbery or hold-up or attempted robbery or hold-up **we** may pay the appropriate benefit

Scale of benefits

The level of benefits is shown in **your Certificate of Entry**

We may also pay

1. **medical expenses** incurred by the **covered person** up to £500 per **covered person**
2. £20 a day up to £200 if as a result of the **bodily injury** the **covered person** goes into hospital for in-patient treatment

Cover B Exclusions

We do not give **cover** for **bodily injury**

1. arising from wilful exposure to needless peril (except in an attempt to save human life)
2. sustained by any person before that person attains the age of 16 years

Cover B Special conditions

1. **We** will not consider a claim for benefit in respect of any **covered person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement** or **temporary partial disablement**
2. **We** may pay benefit for **permanent total disablement** following benefit for **temporary total disablement** or **temporary partial disablement**
3. Other than under Special condition 2., **we** will only consider a claim for one benefit in respect of any one **covered person** in connection with the same accident
4. A receipt given by **you** or **your** legal personal representatives shall be a valid discharge of **our** discretionary indemnity under Cover B
5. **We** will not pay any compensation **we** may agree to make until the total amount has been ascertained and agreed, but **we** may agree to make periodic payments for **temporary total disablement** or **temporary partial disablement**

Section 4 Fidelity

Definitions

acting in collusion
All circumstances where two or more of **your** Lodge members or **authorised volunteers** are concerned or implicated together or materially assist each other in an act of fraud or dishonesty

commencement date
The operative date of **cover** under this Section

one claim
All acts of fraud or dishonesty during the **cover periods** which this Section (and any substituted cover on a discretionary basis or otherwise) are in force committed by one of **your** Lodge members or **authorised volunteers** or by **your** Lodge members or **authorised volunteers acting in collusion**

Cover

We may pay **you** for loss of money or goods belonging to or held in trust by **you** caused directly as a result of any act of fraud or dishonesty by any of **your** Lodge members or **authorised volunteers** described in **your Certificate of Entry** relating to their activities for **you** in the **business** and committed during the currency of

1. this Section after the **commencement date** or
2. any superseded fidelity cover on a discretionary basis or otherwise effected by **you** but not discovered during the period stipulated in such other cover but
   (a) only to the extent that such loss would have been covered had the superseded fidelity cover remained in force
   (b) only if uninterrupted fidelity cover on a discretionary basis or otherwise has been maintained and the loss is discovered not later than 24 months after the termination of
      (i) the fidelity cover in respect of such Lodge member or **authorised volunteer** or
      (ii) this Section
      whichever occurs first

We may also pay

3. auditors' fees incurred with **our** prior written consent to substantiate the amount of any claim, provided that the most **we** may pay is the specific **cover limit** shown in **your Certificate of Entry** for one claim in respect of any of **your** Lodge members or **authorised volunteer** or category of **authorised volunteer** or the aggregate **cover limit** shown in **your Certificate of Entry** in any one **cover period**

If **one claim** is caused by **your** Lodge members or **authorised volunteers acting in collusion**, **we** will not consider claims for any amount which exceeds the aggregate **cover limit** shown in **your Certificate of Entry**

Memorandum

Upon the notification of a claim, the specific **cover limit** and aggregate **cover limit** for **your** Lodge members and **authorised volunteers** not the subject of such claim shall be maintained provided that

1. **you** agree to pay any required additional **contribution**
2. the reinstated amount of **cover** shall apply only to acts of **fraud or dishonesty** committed after the date of notification of the claim

Special conditions

1. **You** must operate the following Minimum standards of control
   All **your** Lodge members and **authorised volunteers** with responsibility for **money**, accounts, goods, computer operation or computer programming must be instructed as to their duties and responsibilities in respect of the Minimum standards of control and be expected to comply with them

   ### Minimum standards of control

   (a) All cheques or other bank instruments exceeding £10,000 must be signed manually by two people after the amount has been inserted

   You must advise **your** bank accordingly

   (b) No cheque or instrument shall be signed until one signatory has examined the supporting documentation

   (c) Lodge members receiving cash and cheques in the course of their duties must remit all monies received and/or bank in full as soon as reasonably practicable and not later than the date of the next Lodge meeting

   (d) Independently of the responsible Lodge treasurer, bank statements, receipts, counterfoils and supporting documents must be checked at least annually against the cash book entries and the balance tested with cash and unpresented cheques

   (e) Security checks must be built into all computer functions with reconciliations made as necessary

   (f) Responsibilities for authorisation of transactions, processing of transactions and handling of output must be exercised by two different Lodge members who are formally appointed by the other members of **your** Lodge for that purpose

   (g) **Your** accounts must be examined by external auditors every 12 months

   All recommendations or alternatives acceptable to the auditors must be implemented without delay

   (h) No instructions or requests to change any supplier's/creditor's settlement account details shall be accepted or implemented without

      (i) (using contact details that are known) the supplier or creditor in question being contacted independently and directly to confirm the change

      (ii) written confirmation of change being obtained from a suitably authorised and recognised contact at the supplier/creditor

      (iii) written confirmation (again independently and directly) from the supplier's/creditor's bank

2. Any money of a Lodge member held by **you** and any money which but for the Lodge member's dishonesty would have been due to the Lodge member from **you** shall be deducted from any sum which may otherwise be payable under this Section
   You and **we** shall share any other recovery (excluding insurance and counter-security taken by **us**) made by either on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss

3. Irrespective of the number of **cover periods** during which this Section (and any substituted cover on a discretionary basis or otherwise) shall remain in force

   (a) the most **we** may pay for any one claim is the specific **cover limit** shown in **your Certificate of Entry** applicable at the time of the loss, and

   (b) the most **we** may pay any one **cover period** is the aggregate **cover limit** shown in **your Certificate of Entry** applicable during that **cover period**

Section 4 Exclusion

We do not give **cover** for loss of interest or consequential loss of any kind

General conditions

1. Information

You must give **us**

1. all the information and facts that **you** know, or as an organisation should know, may affect the risks included in **your cover** and **our** decision to give **you** this **cover**
2. full and accurate answers to questions **we** ask **you** when **you** apply for **cover**, make changes to **your cover** or renew **your cover**

If a misrepresentation, misdescription or non-disclosure of any material fact or circumstance is deliberate or reckless **we** may treat the **cover** as though it never existed, refuse all claims and retain any **contribution** paid

If a misrepresentation, misdescription or non-disclosure is not deliberate or reckless, **we** may at **our** option

1. treat the **cover** as though it never existed, refuse all claims and refund any **contribution** paid if **we** would have not agreed to give **you** cover on any terms if clear representation, description and disclosure had been made
2. proportionately reduce the amount to be paid on any claim if **we** would have agreed to give **you cover** on the same terms but for a higher **contribution**. The reduction in the claim payment will be the percentage difference between the **contribution you** have paid and the **contribution we** would have charged **you** if clear representation, description and disclosure had been made
3. change the terms of **your cover** if **we** would have agreed to give **you cover** on such other terms but at the same **contribution** if clear representation, description and disclosure had been made. **We** may apply these changes to **your cover** from the beginning of the **cover period**

2. Articles and Rules

Our Articles of Association and **Rules** are the governing documents if there is a conflict with this **Cover Wording** or **your Certificate of Entry**

3. Reasonable care

1. **You** must take all reasonable precautions to prevent **damage**, accident, illness and disease
2. exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with

4. Unoccupied buildings

When a building or part of a building **you** use for the **business** becomes **unoccupied**, or when an **unoccupied** building or part of a building is again occupied, **you** must tell **us** as soon as reasonably possible

Upon any alteration described above **we** may cancel **your cover** or impose special terms and/or charge an additional **contribution**, and from the time of alteration until **we** confirm **our** decision in writing, any **cover** under the Property damage Section is limited to Covered events 1 Fire, lightning and explosion and 2 Aircraft

5. Alteration of risk

You must tell **us** a soon as reasonably possible if, after the commencement of this **cover**

1. there is any alteration of risk which increases the risk of **damage**, accident or liability
2. the buildings at the address of the **premises** undergo major structural alterations or major repair (that does not include where workmen are allowed on the **premises** to carry out minor repairs, alterations or general maintenance not involving external scaffolding)
3. **your** interest ceases except by will or operation of law

4. an administrator, liquidator or receiver is appointed, or **you** enter into a voluntary arrangement with **your** creditors
5. there is any other material change in use of the **premises**

If there is an alteration described above, **we** may cancel the **cover** from the date of the alteration or impose special terms and/or charge an additional **contribution**

This condition does not apply where buildings become unoccupied; that is dealt with under the 'Unoccupied buildings' General condition

6. Other indemnity

If at the time any claim arises under this **cover** there is any other form of indemnity in force, whether taken out by **you** or not, covering the same **damage**, loss, expense or liability, **we** will not consider any claim for more than **our** rateable proportion

If the other indemnity is subject to any condition of underinsurance, this **cover** shall be subject to the same condition

7. Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this **cover** is fraudulent or exaggerated, whether ultimately material or not, or if any damage is caused by **your** or their wilful act or with **your** connivance **we** may at **our** option

1. reject the claim
2. recover any payments already made by **us** in respect of the claim
3. cancel the **cover** from the date of the fraudulent act and retain the **contribution** due for the unexpired part of the **cover period** from the date of cancellation

If **we** cancel the **cover we** will notify **you** in writing to **your** last known address

8. Disputes

Any dispute between **you** and **us** arising out of or in connection with this **cover** shall be resolved in accordance with the **Rules**

9. Compliance by you

You must comply with the terms of this **cover** in so far as they relate to anything to be done or complied with by **you**

If **you** do not do so and the non-compliance is material to the loss, **we** may refuse to consider a claim under this **cover** or reduce the amount of any claim payment, and **you** must repay any payment on account of any claim already made by **us**

10. Cancellation by you

You can only cancel this **cover** and withdraw from the **Mutual** at the end of a **cover period**

11. Cancellation by us

In circumstances other than those in General condition 5 Alteration of risk, **we** may cancel this **cover** or any Section of it by sending **you** 7 days' notice (commencing from the date of posting) by special delivery to **your** last known address and **we** will refund the amount of **your contribution** for the unexpired **cover period**

12. Assignment

You can only assign **your** rights or benefits under this **cover** or any Section of this **cover** if **you** have **our** prior written consent. **We** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **cover** or any Section of this **cover**

13. Security

Security conditions may apply to **your cover**; these will be shown on **your Certificate of Entry**

14. Law applicable

This **cover** is governed by and shall be construed in accordance with English law unless **your** central administration and/or place of establishment is in Scotland, the Channel Islands or the Isle of Man in which case the law of that place shall apply

15. Rights of third parties

A person or entity who is not a party to this **cover** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **cover** but this does not affect any right or remedy of a third party which exists or is available apart from that Act

16. Sanctions

We shall not provide any **cover**, and the **Insurer** shall not provide insurance or be liable to pay any claim or provide any benefit, to the extent that the provision of such **cover** or insurance, payment of such claim or provision of such benefit would expose **us** or the **Insurer** or any member of the **Insurer**'s group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of any country

If any such sanction, prohibition or restriction takes effect during the **cover period**, **you** or **we** may cancel that part of this **cover** which is affected with immediate effect by giving notice in writing

In such circumstances, **we** will refund the **contribution** for the unexpired **cover period** provided no claims have been agreed or may be made

General exclusions

The following exclusions apply to all Sections unless a Section or **your Certificate of Entry** says something different

1. Cyber and data risks

Notwithstanding any provision to the contrary in this **Cover Wording** or any endorsement to **your cover** any

1. **cyber loss**
   but
   subject to all the terms, conditions, limitations and exclusions of this **Cover Wording**, this **cover** includes **damage** to property included in **your cover** caused by any ensuing fire or explosion which directly results from a **cyber incident**, unless that **cyber incident** is caused by, contributed to by, results from, arises out of or in connection with a **cyber act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act**

2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such data, regardless of any other cause or event contributing concurrently or in any other sequence thereto
   but
   subject to all the terms, conditions, limitations and exclusions of this **Cover Wording**, if **data processing media** owned or operated by **you** suffer **damage** covered by this **cover**, **we** may pay the cost to repair or replace the **data processing media** itself plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **data processing media**. However, **we** do not **cover** any amount pertaining to the value of such **data**, to **you** or anyone else, even if such **data** cannot be recreated, gathered or assembled

Definitions for this exclusion

computer system
Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **you** or anyone else

cyber act
An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of any such acts, involving access to, processing of, use of or operation of any **computer system**

cyber incident
Any

1. error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system** or
2. partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**

cyber loss
Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including,

but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**

data
Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**

data processing media
Any property included in **your cover** on which **data** can be stored but not the **data** itself

2. Date recognition

Any claim directly or indirectly arising from the failure or possible failure of any **computer**

1. correctly to recognise any date as its true calendar date
2. to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
3. to save or correctly process any data on or after any date

but this does not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**

Definitions for this exclusion

computer
Computer or other equipment, media or system (or any part of them) for processing, storing or retrieving data including without limitation any microchip, integrated circuit or similar device or any computer software

defined peril
Any of the covered events specified in Section 1 Property damage of this **Cover Wording** except

1. accidental loss, destruction or **damage** and
2. causes excluded from covered events in Section 1 Property damage

This exclusion does not apply to the Section 2 Liabilities or Cover B Assault of Section 3 Money and assault

3. Epidemics, pandemics, coronavirus

Regardless of any other provision of this **cover**, any **damage**, loss, interruption, interference and/or liability directly or indirectly caused by or resulting from

1. any epidemic or pandemic which poses a threat to human health or human welfare, whether officially declared an epidemic or pandemic or not
2. any coronavirus (or similar or equivalent virus in the future) including but not limited to
   (a) COVID-19
   (b) Severe Acute Respiratory Syndrome (SARS)
   (c) MERS
3. any mutation or variation of 2. above
4. any coronavirus disease (or similar or equivalent disease in the future)
5. any fear or threat of 1., 2., 3. or 4. above.

This exclusion does not apply to Section 2 Liabilities

4. Other indemnity

Anything more specifically covered somewhere else on a discretionary basis or otherwise

5. Radioactive contamination

Loss, **damage**, liability or expense directly or indirectly caused by or contributed to by, or arising from

1. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or any of its nuclear components
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but not radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the **premises** and are being prepared, stored or used in the normal course of operations by **you** for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended
5. any chemical, biological, bio-chemical or electromagnetic weapon

This exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon

This exclusion does not apply to Cover 1 Employers' liability of Section 2 Liabilities except liability of any principal and liability assumed by agreement

6. Sonic bangs

Damage directly caused by or resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

7. Terrorism

Any loss, **damage**, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**

If **we** allege that because of this exclusion any loss, **damage**, cost or expense is not covered by this **cover you** will have the burden of proving the contrary

This exclusion does not apply to the Section 2 Liabilities

Definition for this exclusion

act of terrorism

In respect of

1. England, Wales and Scotland (but not the adjacent territorial seas as defined by the Territorial Sea Act 1987)

means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

2. all other instances

means an act including but not limited to the use and/or threat of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including without limitation the intention to influence any government and/or to put the public or any section of the public in fear

8. War

Loss or **damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

This exclusion does not apply to Cover 1 Employers' liability of Section 2 Liabilities

Appeals procedure

You have the right to appeal **our** decision on **you**r claim to **our** Board of Directors

A letter explaining why **you** believe the claim should be dealt with differently should be sent to the Mutual's Chairman at the following address

The Chairman
The Masonic Mutual Limited
7-9 Church Road
Lytham
Lancashire
FY8 5LH

Supporting documents which have not already been provided to **us** should be enclosed with the letter. These will vary depending on the type of claim but may include replacement invoices for any contents, invoices for repairs and a detailed list of all items claimed for

The Board will review the letter of appeal and supporting documents along with the claim file to date. The Board may request additional information from **you** to help it investigate the matter and reach a decision

The appeal will be considered by the Board as soon as reasonably possible following receipt of the letter of appeal, supporting documents and any other information which may be requested. The outcome of the appeal will be notified to **you** in writing shortly after. The Board's decision is final and it is not obliged to explain the reason for its decision

Complaints procedure

We are committed to handling any complaint received promptly and in a fair and effective manner. Complaints can be made by telephone or in writing using the following contact details

The Masonic Mutual Limited
7-9 Church Road
Lytham
Lancashire
FY8 5LH

Tel: 07542 735203
Email: jknight@towerinsurancebrokers.co.uk

We will aim to resolve **your** complaint as quickly as possible. If **we** cannot resolve **your** complaint within 3 working days, **we** will write to **you** to tell **you** who is dealing with **your** complaint and what steps are being taken. **You** will be kept fully informed of the progress of **your** complaint until it is brought to a conclusion

We provide **cover** on a discretionary basis. Provision of discretionary cover is not regulated by the Financial Conduct Authority and therefore there is no ultimate right of referral to the Financial Ombudsman Service.

This complaints procedure does not affect **your** right to take legal action

Financial Ombudsman Service

In addition to providing **cover**, **we** may also arrange insurance policies on **your** behalf. **We** are regulated by the Financial Conduct Authority for **our** role in organising these policies for **you**. Complaints concerning **our** regulated activities may ultimately be referred to the Financial Ombudsman Service if **you** are not satisfied with **our** final response, or if 8 weeks have passed since **you** first brought **your** complaint to **our** attention. The Ombudsman's contact details are

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk