



Masonic Mutual

THE MASONIC MUTUAL LIMITED

Individual Lodge and Regalia Cover Wording

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Sections of this Cover Wording

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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 that are in force, the excesses and any special terms and conditions relating to your Cover.

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 will share your information (where necessary) with other companies to prevent fraudulent claims.

How we will use personal information

We hold data in accordance with the General Data Protection Regulation (EU 2016/679) and the Data Protection Act 2018. It may be necessary for us to pass personal information to other organisations that supply products and services for this Cover.

Our Privacy Notice is available at www.the.masonic.mutual.com/privacy

Enquiries

Please contact:

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2/4 Mount Ephraim
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Kent TN4 8AS

General definitions

Each time the following appear in bold italic type (or in capital letters in the **Certificate of Entry**) they will take the meaning shown below unless specifically defined in a section of this **Cover Wording**

If they are not highlighted the everyday meaning will apply

Asbestos

means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos

Authorised volunteer(s)

means voluntary workers normally resident in the **geographical limits** acting under the **Member's** authority whilst engaged in the **Member's business**

Business

means the business of the **Member** as described in the **Certificate of Entry**

Certificate of Entry

means the document including its schedules (and any subsequent documents) issued by the **Mutual** which shows the **Member's** covers and any special terms and conditions relating to the **Member's Cover** and which incorporates this **Cover Wording**

Contribution

means the amount due to the **Mutual** for the **Cover** provided

Cover

means the discretionary cover provided to the **Member** by the **Mutual** as set out in the **Member's Certificate of Entry** this **Cover Wording** and the **Rules**

Cover period

means the length of time that the **Cover** provided by the **Mutual** is valid

Cover Wording

means this document which contains the terms and conditions of the **Member's Cover**

Damage

means physical loss destruction or damage

Excess

means the first amount of each and every loss to be borne by the **Member** at each separate **premises** as ascertained after the application of all other terms and conditions of the **Cover** up to the amount set out in the **Certificate of Entry** relevant to such loss

Geographical limits

means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

Insurer

means Builders Direct S.A.

Builders Direct S.A. is a company incorporated in Luxembourg, company number B0175964, with its registered office at 253 rue de Beggen, L-1221 Luxembourg. Builders Direct S.A is authorised and regulated by the Commissariat aux Assurances in Luxembourg and subject to limited regulation by the Financial Conduct Authority

Member

means the member shown in the **Certificate of Entry**

Mutual

means The Masonic Mutual Limited, company number 9085809

Premises

means that part of the buildings and grounds at the addresses shown in the **Member's Certificate of Entry** used by the **Member** in connection with the **business**

Rules

means the Rules of the **Mutual**

Unoccupied

means vacant untenanted or not in use

The Member's Cover

The **Mutual** and the **Member** agree the following

- (1) this **Cover Wording** the **Certificate of Entry** and any endorsement shall together form the terms of the **Member's Cover** and be considered as one document
- (2) the **Member** will pay the **contribution**
- (3) the **Mutual** (and the **Insurer** for Employers' liability insurance) will subject to the terms and conditions of this **Cover** provide cover under the sections specified in the **Certificate of Entry** during the **cover period** or any subsequent period for which the **Member** shall pay and the **Mutual** shall accept the renewal **contribution**
- (4) This **Cover** is provided to the **Member** subject to the **Rules** and any payment the **Mutual** may make under this **Cover** is at the discretion of the **Mutual's** Board of Directors

General exclusions

This **Cover** does not cover the following

1 Excess

Any **excess**

2 Other cover

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

3 Radioactive contamination

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

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property covered and are being prepared stored or used in the normal course of operations by the **Member** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended
- (e) any chemical biological bio-chemical or electromagnetic weapon

However 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 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement

4 War risks

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

This exclusion does not apply to Cover 1 of the Liabilities section

5 Sonic bangs

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

6 Date recognition

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

- (a) correctly to recognise any date as its true calendar date
- (b) 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
- (c) to save or correctly process any data on or after any date

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

Definitions specific to this exclusion

Computer

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

Defined peril

means any of the covered events specified in the Property damage section of this **Cover Wording** excepting

- (a) accidental loss destruction or damage and
- (b) causes excluded from these covered events

This exclusion does not apply to the Liabilities section and the Assault extension of the Money section

7 Terrorism

Definitions specific to this exclusion

Act of terrorism

In respect of

(a) England Wales and Scotland (but not the territorial seas adjacent thereto 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

(b) all other instances

means an act including but not limited to the use 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 the intention to influence any government and/or to put the public or any section of the public in fear

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

This **Cover** also excludes 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 the **Mutual** alleges that by reason of this exclusion any loss damage cost or expense is not covered by this **Cover** the burden of proving the contrary shall be upon the **Member**

This exclusion does not apply to the Liabilities section

General conditions

1 Cover voidable

The **Member** must ensure that a fair presentation of the risks to be covered is made to the **Mutual**

In the event of misrepresentation misdescription or non-disclosure of any material fact or circumstance the **Mutual** may void the **Cover** and retain any **contribution** paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless

Where such misrepresentation misdescription or non-disclosure is not deliberate or reckless the **Mutual** may at its option

- (a) void the **Cover** and refund to the **Member** any **contribution** paid if the **Mutual** would have not entered into this **Cover** on any terms had clear representation description and disclosure been made
- (b) proportionately reduce the amount to be paid on any claim if the **Mutual** would have entered into this **Cover** on the same terms but for a higher **contribution**

The reduction in claim payment will represent the percentage difference between the **contribution** the **Member** has paid and the **contribution** the **Mutual** would have charged the **Member** had clear representation description and disclosure been made

- (c) impose additional terms on this **Cover** if the **Mutual** would have entered into this **Cover** on such additional terms but at the same **contribution** had clear representation description and disclosure been made
The **Mutual** may apply these additional terms to the **Member's Cover** with effect from inception of the **cover period**

2 Articles and Rules

The Articles of Association of the **Mutual** and the **Rules** shall in all cases be the governing documents in case of conflict with this **Cover Wording** or the **Member's Certificate of Entry**

Words defined in the **Rules** shall have the same meaning when used unless stated otherwise in this **Cover Wording**

3 Reasonable care

The **Member** shall

- (a) take all reasonable precautions to prevent **damage** accident illness and disease
- (b) 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 used by the **Member** for the purposes of its **business** becomes **unoccupied** the **Member** shall notify the **Mutual** as soon as is reasonably possible

Upon any alteration as described above the **Mutual** shall be entitled to cancel the **Cover** or impose special terms or charge an additional **contribution** but in any event from the time of alteration until the **Mutual** confirms its decision in writing any **Cover** provided under the Property damage section is limited to Covered events 1 Fire lightning and explosion and 2 Aircraft

5 Alteration of risk

If after the commencement of this **Cover**

- (a) there is any alteration of risk which increases the risk of **damage** accident or liability
- (b) 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)
- (c) the **Member's** interest ceases except by will or operation of law
- (d) an administrator or a liquidator or receiver is appointed or the **Member** enters into a voluntary arrangement
- (e) there is any other material change in use of the **premises**

notice must be given to the **Mutual** as soon as is reasonably possible

Upon any alteration described above the **Mutual** shall be entitled to cancel the **Cover** from the date of the alteration or impose special terms or charge an additional **contribution**

This condition does not apply where buildings become **unoccupied** as this is dealt with under the 'Unoccupied buildings' General condition

6 Other cover

(a) All sections except those detailed separately below

If at the time any claim arises under this **Cover** there is any other cover in force on a discretionary basis or otherwise whether effected by the **Member** or not covering the same **damage** loss expense or liability the **Mutual** will not consider any claim for more than its rateable proportion

If such other cover is subject to any condition of underinsurance this **Cover** shall be subject to that condition of underinsurance in like manner

(b) Liabilities and Money (excluding the assault extension) and sections

If at the time of any claim arising under this **Cover** the **Member** is or would but for the existence of this **Cover** be entitled to claim under any form of cover on a discretionary basis or otherwise the **Mutual** will not consider claims except in respect of any additional amount beyond the amount which would have been payable under such form of cover had this **Cover** not been effected

7 Fraudulent claims

If a claim made by the **Member** or anyone acting on the **Member's** 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 the **Member's** wilful act or with the **Member's** connivance the **Mutual** may at its option

(a) repudiate the claim

(b) recover any payments already made by the **Mutual** in respect of the claim

(c) cancel the **Cover** from the date of the fraudulent act and retain the **contribution** due for the unexpired **cover period** from the date of cancellation up to the renewal date
If the **Mutual** cancels the **Cover** the **Mutual** will notify the **Member** in writing by special delivery to the **Member's** last known address

8 Disputes

Any dispute between the **Member** and the **Mutual** arising out of or in connection with this **Cover** shall be resolved in accordance with the **Rules**

9 Compliance by the Member

The **Member** must comply with the terms of this **Cover** in so far as they relate to anything to be done or complied with by the **Member**

If the **Member** does not do so and the non-compliance is material to the loss the **Mutual** may refuse to consider a claim under this **Cover** or reduce the amount of any claim payment and any payment on account of any claim already made by the **Mutual** shall be repaid to the **Mutual**

10 Cancellation

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

In circumstances other than those in the Alteration of risk condition the **Mutual** may cancel this **Cover** or any section of it by sending seven days' notice commencing from the date of posting by special delivery to the **Member** at the **Member's** last known address and shall refund to the **Member** the proportionate **contribution** for the unexpired **cover period**

11 Adjustment of contribution

If any part of the **Member's contribution** has been calculated on estimates the **Member** shall within 30 days from the expiry of each **cover period** supply to the **Mutual** such information as the **Mutual** may require

The **contribution** for such period will be adjusted and the difference paid by or allowed to the **Member** subject to any minimum **contribution**

12 Security

The **Mutual** will not consider any claim for **damage** at or to the **premises** caused by theft or attempted theft unless all locks bolts and other protective devices fitted to the **premises** be put into full use whenever the **premises** are closed for business and are not attended by the **Member** or an authorised person for the purpose of the **business**

Additional security conditions may apply if so these will be detailed on the **Member's Certificate of Entry**

13 Sanctions

The **Mutual** 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 the **Mutual** or the **Insurer** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

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

In such circumstances the **Mutual** shall return a proportionate **contribution** for the unexpired **cover period** provided no claims have been paid or are outstanding

14 Assignment

The **Member** shall not assign any of the rights or benefits under this **Cover** or any section of this **Cover** without the **Mutual's** prior written consent The **Mutual** 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**

15 Law applicable

This **Cover** shall be governed by and construed in accordance with the law of England and Wales unless the **Member's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply

16 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

Claims conditions

Duties of the Member

When an incident occurs that may result in a claim the **Member** shall

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) tell the Police as soon as is reasonably possible if the **damage** is caused by thieves malicious persons vandals or as a result of riot civil commotion strikes or labour disturbances
- (c) tell the **Mutual** as soon as the **Member** becomes aware and in the case of **damage** caused by riot or civil commotion give the **Mutual** full written details not later than seven days of the date the **damage** occurred
- (d) within 30 days give the **Mutual** at the **Member's** expense any information the **Mutual** requires and continue to provide the **Mutual** with any information and assistance the **Mutual** requires
- (e) not make or allow to be made on the **Member's** behalf any admission offer promise payment or indemnity without the **Mutual's** written consent
- (f) forward to the **Mutual** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise the **Mutual** in writing as soon as the **Member** has any knowledge of any impending prosecution inquest or inquiry in connection with that event

Rights of the Mutual

The **Mutual** may

- (a) start take over defend and conduct any legal action in the **Member's** name
- (b) bring proceedings in the **Member's** name for the **Mutual's** benefit

The **Mutual** will have full discretion in the conduct and settlement of any such action

- (c) enter any building where **damage** has occurred and take and keep possession of any property included in this **Cover**

The **Mutual** will not accept property abandoned to the **Mutual**

This **Cover** shall be proof that the **Member** has authorised the **Mutual's** rights under this condition

- (d) at any time pay to the **Member** the limit of **Cover**
 - (i) less any amount already paid or incurred in the case of claims for Employers' liability or Prosecution defence costs
 - (ii) in the case of Public & products liability claims less any amount already paid or incurred as damages
- or any lesser amount for which at the **Mutual's** discretion any claim or claims can be settled

The **Mutual** will then relinquish control of the claim and grant no further **Cover** except for any Public & products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) the **Mutual** may also pay any legal costs incurred prior to the date of such payment

- (e) in the case of Assault extension claims involving the death of a covered person have a post mortem carried out at the **Mutual's** expense

1 Property damage

The *Member's Certificate of Entry* will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the *Member's Certificate of Entry*) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Contents

means Masonic regalia furniture and the Warrant of the Lodge belonging to the *Member* or for which the *Member* is legally responsible or which are entrusted to the *Member* contained in the *premises* and elsewhere as stated in the *Member's Certificate of Entry* and this *Cover Wording*

Contents includes the following property only to the extent 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*

Excluding

- (i) stock intended for sale
- (ii) landlord's fixtures and fittings
- (iii) cash or money instruments of any description whether negotiable or non-negotiable (other than personal money previously mentioned)
- (iv) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- (v) any living creatures trees shrubs plants or other vegetation
- (vi) explosives
- (vii) any other property more specifically covered

Covered event(s)

means any event set out as included in the *Member's Certificate of Entry*

Property covered

means the items covered as set out in the Property damage section of the *Member's Certificate of Entry*

Cover

The *Mutual* may pay the *Member* (by payment up to the value of the *property covered* at the time of the *damage* or at the *Mutual's* option by repair reinstatement or replacement) in respect of *damage* to the *property covered* by any *covered event* happening during the *cover period*

Provided that the most the *Mutual* may pay in any one *cover period* shall not exceed the sum covered for each item nor in all the total sum covered

Events

1 Fire lightning and explosion

Fire not caused by

- (a) the property's own spontaneous fermentation or heating or its undergoing any process involving the application of heat
- (b) earthquake subterranean fire riot or civil commotion

Lightning

Explosion excluding

- (a) *damage* in respect of and originating in any vessel machinery or apparatus or its contents belonging to the *Member* or under the *Member's* 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

- (b) **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 the **Member** or under the **Member's** control

2 Aircraft

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**

- (a) resulting from cessation of work
- (b) occasioned by confiscation or destruction or requisition by order of the government or any public authority

4 Malicious persons

Malicious persons excluding

- (a) **damage** resulting from cessation of work
- (b) **damage** by theft or attempted theft
- (c) **damage** to **contents** in the open
- (d) **damage** 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

- (a) **damage** 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
- (b) **damage** attributable solely to change in the water table level
- (c) **damage** by frost subsidence or landslip
- (d) **damage** to **contents** in the open

8 Flood

Flood caused by

- (a) 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
- (b) inundation from the sea

but excluding

- (i) **damage** attributable solely to change in the water table level
- (ii) **damage** by frost subsidence or landslip
- (iii) **damage** to **contents** in the open

9 Escape of water

Escape of water or beverage from any tank apparatus or pipe

but excluding

- (i) **damage** to the beverage itself
- (ii) **damage** by water discharged or leaking from an installation of automatic sprinklers

10 Impact

Impact by any road or rail vehicle or goods falling from them or animal

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 **damage** which is specifically included or excluded elsewhere in this section

14 Subsidence

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

- (a) attributable solely to change in the water table level
- (b) caused by or consisting of
 - (i) the normal settlement or bedding-down of new structures
 - (ii) the settlement or movement of made-up ground
 - (iii) coastal or river erosion
- (c) caused by defective design or workmanship or the use of defective materials
- (d) caused by fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (e) which originated prior to the inception of **Cover** by the **Mutual**
- (f) resulting from
 - (i) demolition construction structural alteration or repair of any property
 - (ii) groundworks or excavation at the same **premises**

Special condition

The **Member** shall notify the **Mutual** as soon as the **Member** becomes aware of any demolition groundworks excavation or construction being carried out on any adjoining site

The **Mutual** shall then have the right to vary or cancel this cover

15 Theft or attempted theft

Theft or attempted theft

- (a) involving entry to or exit from the buildings of the **premises** by forcible and violent means
- (b) following actual or threatened assault or violence

Extensions

The **Cover** by this section is extended to include the following

Unless specifically stated otherwise these extensions do not increase the amount the **Mutual** may pay as stated in the Cover paragraph to this section

1 Non-invalidating

The **Cover** by this section shall not be invalidated by any act omission or alteration whereby the risk of **damage** is increased unknown to the **Member** or beyond the **Member's** control

Provided that the **Member** on becoming aware of this gives notice to the **Mutual** as soon as is reasonably possible and pays an additional **contribution** if required

2 Reinstatement of sum covered

(not applicable to any limits in the extensions to this section)

In consideration of the **Member's** agreement to pay such additional **contribution** as may be required the **Mutual** will automatically reinstate the sum covered in full after **damage** has occurred

Provided that

- (a) the **Mutual** has not given the **Member** notice within 30 days of the **Member** reporting the **damage** to the **Mutual** that the **Mutual** will not reinstate the sum covered
- (b) in respect of **damage** by theft or attempted theft reinstatement will only apply subject to the **Member** completing any improvements to the security precautions at the **premises** that the **Mutual** may require and in any event reinstatement following theft or attempted theft will apply only once during each **cover period**

3 Temporary removal

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 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 a director trustee employee or **authorised volunteer**

Limit

£1,500 any one claim

5 Cover away from the premises

Damage by any cause not excluded to

- (a) regalia and the Warrant of the Lodge anywhere within the European Union
- (b) **contents** other than regalia anywhere within the **geographical limits**

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

Regalia £7,500 any one article and £20,000 in any **cover period**

The Warrant of the Lodge £1,500 in any **cover period**

6 Loss avoidance measures

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

Provided that

- (a) if **damage** had occurred it would have resulted in a claim that would have been agreed by the **Mutual** under this section of the **Cover**
- (b) the **Mutual** is satisfied that **damage** has been prevented or mitigated by means of the exceptional measures

7 Pairs and Sets

Where an item of regalia suffers **damage** and is part of a pair set or uniform the **Mutual** may contribute

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 the **Mutual** may make may take account of the increased value

The most the **Mutual** may pay is the value of that pair or set provided this does not exceed £7,500 any one item and £20,000 any one lodge in any one **cover period**

If the **Mutual** pays the full sum covered for an item pair or set the **Mutual** will then own it and have the right to take possession of it

Memoranda

1 Reinstatement of property

The **Mutual** will not be bound to reinstate exactly or completely any property that is the subject of a claim but may reinstate only as circumstances permit and in reasonably sufficient manner

The **Mutual** will not consider a claim in respect of any one of the items of **property covered** for more than the sum covered

2 Reinstatement basis of settlement (applicable unless stated otherwise in the **Member's Certificate of Entry**)

Subject to the following Special conditions the basis upon which the amount which may be payable in respect of **property covered** under this section is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose "reinstatement" means

- (a) the replacement of property lost or destroyed which provided the amount the **Mutual** may pay is not increased may be carried out in any manner suitable to the **Member's** requirements
- (b) the repair or restoration of property damaged

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions applicable to this memorandum

- 1 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **property covered** by any item subject to this memorandum exceeds its sum covered at the time of commencement of any **damage** the most the **Mutual** may pay shall not exceed that proportion of the amount of the **damage** which the said sum covered adjusted for index-linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 2 The most the **Mutual** may pay for the repair or restoration of property damaged in part only shall not exceed the amount which may have been payable had such property been wholly destroyed
- 3 No payment beyond the amount which may have been payable in the absence of this memorandum shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the **property covered** at the time of its **damage** shall be covered by any other policy or indemnity effected by the **Member** or on the **Member's** behalf which is not upon the same basis of reinstatement
- 4 All the terms and conditions of this **Cover** shall apply
 - (a) in respect of any claim which may be payable under this memorandum except insofar as they are varied hereby
 - (b) where claims are agreed as if this memorandum had not been incorporated

Exclusions

The **Mutual** will not consider claims in respect of

- 1 **damage** caused by pollution or contamination but this shall not exclude **damage** to the **property covered** 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** 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
- 4 **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
- 5 **damage** to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
- 6 **damage** caused by atmospheric and climatic conditions other than storm or flood
- 7 **damage** caused by or consisting of
 - (i) acts of fraud or dishonesty
 - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information

2 Liabilities

The Member's Certificate of Entry will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the **Member's Certificate of Entry**) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Act of terrorism

means an act including but not limited to the use 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 the intention to influence any government and/or to put the public or any section of the public in fear

Bodily injury

means bodily injury death disease or illness

Business

means that which has been described in the **Member's Certificate of Entry** and which is conducted solely from premises in the **geographical limits** including

- (a) the ownership repair and maintenance of the **Member's** property
- (b) the provision of catering social sports and welfare facilities for **employed persons** and first aid medical and ambulance services
- (c) private work undertaken by an **employed person** with the **Member's** prior consent for an officer or **employee** of the **Member**
- (d) fund raising activities undertaken with the full knowledge and authority and under the control of the **Member** anywhere within the **geographical limits**

but this does not include any work undertaken **offshore**

Data

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

Employed person

means

- (a) any **employee**
- (b) any person supplied to or hired or borrowed by the **Member** or on the **Member's** behalf or any work experience student or youth training scheme participant while under the **Member's** direct control and supervision

Employee(s)

means any person under a contract of service or apprenticeship with the **Member** and **authorised volunteers**

Event(s)

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

Injury

means **bodily injury** wrongful arrest or false imprisonment

Legal costs

means

- (a) claimant's costs and expenses recoverable from the **Member** in respect of any claim which is the subject matter of a claim under this section of this **Cover**
- (b) (i) the costs of legal representation at
 - (1) any coroner's inquest or inquiry in respect of any death
 - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of a claim under this section of the **Cover**
- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim under this section of the **Cover** incurred with the **Mutual's** prior written consent

Member/Member's

means the **Member** named in the **Member's Certificate of Entry**

Unless the **Mutual** specifically states otherwise the **Mutual** 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 officer lodge member or **employed person** of the **Member**

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

- (c) any officer or member of the **Member's** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
- (d) any officer or **employee** of the **Member** in respect of private work carried out with the **Member's** prior consent by an **employed person** for such director trustee partner or **employee**

The **Mutual** does not provide **Cover** for any medical or dental practitioner in respect of medical services provided

Offshore

means 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

means **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

means any party (other than an officer or **employee** of the **Member**) on whose behalf the **Member** is undertaking work (excluding the sale or supply of **products**) in connection with the **business**

Products

means goods (including containers and packaging) not in the **Member's** custody or control sold supplied installed erected serviced repaired altered or treated by the **Member** in connection with the **business**

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

Property

means material property but this does not include **data**

Cover 1 – Employers' liability

Claims under this section will be dealt with by the **Mutual** up to the **Mutual's** retention as set out in the **Member's Certificate of Entry**

This section also represents the insurance policy as provided by the **Insurer** and confirmed by their certificate of insurance issued to each **Member** in order that they may comply with their statutory obligations. In such case 'the **Insurer**' replaces 'the **Mutual**' and the words 'will provide' should be read in place of the words 'may pay'

If the **Member** has any reason to complain to the **Insurer** the **Member** can complain to the **Insurer** in writing or orally to:

Builders Direct S.A
c/o Regis Mutual Management Limited
7 Maltings Place
169 Tower Bridge Road
London SE1 3JB
Tel: 0207 099 2572
Email: complaints@rmml.com

The **Insurer** will aim to resolve the **Member's** complaint within one business day.

To resolve the **Member's** complaint the **Insurer** will:

- investigate the **Member's** complaint diligently and impartially.
- keep the **Member** informed of the progress of the investigation.

- for more complex issues, the **Insurer** may need a little longer to investigate and the **Insurer** may ask the **Member** or the **Mutual** for further information to help the **Insurer** reach a decision.
- respond in writing to the **Member's** complaint as soon as possible.

If the **Member** is not satisfied with the **Insurer's** response, or if the **Insurer** has not completed the investigation within eight weeks, the **Insurer** will inform the **Member** of its right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 0 234 567

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

This complaints handling procedure does not affect the **Member's** right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by The Financial Services Compensation Scheme (FSCS). The FSCS is the independent body, set up by government, which gives you your money back if your financial services provider authorised by the Prudential Regulation Authority goes bust. The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. 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 the **Member's Certificate of Entry**

The **Mutual** may pay to the **Member** against the **Member's** legal liability to pay damages and **legal costs** arising out of **bodily injury** to an **employed person** caused during the **cover period**

- within the **geographical limits**
or
- while temporarily outside these territories in connection with the **business**

The total amount the **Mutual** may pay in respect of

- any one **event** which is directly or indirectly caused by results from or is in connection with an **act of terrorism** shall not exceed £5,000,000
If the **Mutual** alleges the **bodily injury** has resulted from **act of terrorism** the burden of proving the contrary shall be upon the **Member**
- any other **event** shall not exceed the cover limit shown in the **Member's Certificate of Entry**

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

The **Member** will repay any sums paid by the **Mutual** or the **Insurer** which the **Mutual** 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

The **Cover** by this Cover 1 is extended to include the following

Unsatisfied court judgments

Where a judgment for damages has been obtained

- (a) by one of the **Member's 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 the **Member**
- (b) in any court situated within the geographical limits
- (c) against any company or individual operating from premises within the **geographical limits**
- (d) which remains unsatisfied in whole or in part six months after the date of the judgment

the **Mutual** may at the **Member's** request pay to the employee or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding

Any payment under this extension is conditional upon the judgment being assigned to the **Mutual** by the **employee** or their personal representatives

Employers' liability exclusion

No cover will be provided in respect of any liability in respect of **bodily injury** for which the **Member** is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

Cover 2 – Public & products liability

Cover 2 is provided on a 'Costs in Addition' basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** may be payable in addition to the cover limit specified in the **Member's Certificate of Entry**

Cover

The **Mutual** may pay the **Member** for the **Member's** legal liability to pay damages arising out of

- (a) accidental **injury** of any person
- (b) accidental **damage** to **property**
- (c) nuisance trespass to land trespass to goods or interference with any easement of air light water or way

The **Mutual** will not consider any claim in respect of any liability which arises from any deliberate act or omission by the **Member** 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 the **Member's business**

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

The **Mutual** may in addition pay the **Member** for **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

The total amount the **Mutual** may pay in respect of damages for

- (a) any one **event** (and all **events** 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** shall not exceed the Public & products cover limit as stated in the **Member's Certificate of Entry** or £5,000,000 whichever is the less

If the **Mutual** alleges that the **injury** or **damage** has resulted from an **act of terrorism** the burden of proving the contrary shall be upon the **Member**

- (b) any other **event**
- (c) all other **events** happening during any **cover period** caused by **products**

(d) all **events** arising from **pollution or contamination** which the **Mutual** deems to have occurred during any **cover period** shall not exceed the cover limit shown in the shown in the **Member's Certificate of Entry**

Where the **Mutual** agrees to pay more than one person the total amount it may pay to all parties including the **Member** in respect of damages arising from one **event** shall not exceed the cover limit shown in the **Member's Certificate of Entry**

Public & products liability extensions

The **Cover** by this Cover 2 is extended to include the following

1 Cross liabilities

If the **Member** consists of more than one party the **Mutual** may pay each party in the terms of this **Cover** against liability incurred to the other in the same manner and to the same extent as if a separate **Cover** had been issued to each subject to the maximum amount payable in respect of damages arising out of one **event** not exceeding the cover limit

2 Contingent motor liability

Notwithstanding exclusion 4 regarding vehicles the **Mutual** may pay the **Member** alone in respect of legal liability for **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 the **Member**

The **Mutual** will not consider claims in respect of

- (a) **damage** to such vehicle or any **property** contained or being transported within it
- (b) **injury or damage** arising while the vehicle is being driven by the **Member** or any person who to the **Member's** 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)
- (c) circumstances where the **Member** is entitled to claim somewhere else
- (d) **injury or damage** arising outside the **geographical limits**

3 Data Protection

The **Mutual** may pay the **Member** for legal liability to pay 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

This extension is subject to the **Member** being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that the **Member** has taken all reasonable care to comply with its requirements

- (a) the payment of fines or penalties
- (b) ~~The **Mutual** will not consider claims in respect of~~ repairing, reinstating, restoring, erasing, blocking or destroying any personal data
- (c) liability arising from or caused by a deliberate or intentional act by or omission of any person entitled to claim
- (d) claims arising out of circumstances which have been notified to previous providers of cover or which were known to the **Member** at the inception of this extension
- (e) legal liability which can be claimed for somewhere else

4 Defective Premises Act

The **Mutual** may pay the **Member** for legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **injury or damage** which occurs within a period of seven years from the expiry or cancellation of this **Cover**

No cover will be provided

- (a) if the **Member** is entitled to claim somewhere else
- (b) in respect of the cost of remedying any defect or alleged defect in the premises disposed of

5 Overseas personal liability

The **Mutual** may pay the **Member** for personal liability for **injury** or **damage** arising other than in connection with the **business** or any business of the person claiming while such persons are temporarily outside the **geographical limits** in connection with the **business**

The **Mutual** will not consider claims under this extension

- (i) for any liability which attaches solely because of a contract
- (ii) arising out of the ownership or occupation of land or buildings
- (iii) for anything which can be claimed for somewhere else
- (iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to 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
- (v) 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

The **Mutual** may in addition pay the **Member** for **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

The total amount the **Mutual** may pay for damages for any one **event** is the Public & products liability cover limit as stated in the **Member's Certificate of Entry** or £5,000,000 whichever is the less

6 Libel and slander

The **Mutual** may pay the **Member** for the **Member's** legal liability to pay damages and **legal costs** arising out of the publication or utterance by the **Member** or on the **Member's** behalf of a libel or slander

Provided that

- (a) a claim is first made against the **Member** during the **cover period**

- (b) all claims arising from a single libel or slander will be deemed to have been made during the period in which the first claim was accepted by the **Mutual**
- (c) the most the **Mutual** may pay under this extension including **legal costs** is £250,000 in any one **cover period**

The **Mutual** will not consider claims under this extension

- (i) for anything which can be claimed for somewhere else
- (ii) in respect of claims which arise out of circumstances notified to previous providers of cover or known to the **Member** at inception of this extension
- (iii) in respect of publications or utterances made at the direction of any party entitled to claim under this section with the knowledge of the libellous or slanderous effect thereof
- (iv) in respect of any criminal or intentional libel or slander
- (v) in respect of any legal actions brought in a court of law outside the **geographical limits**

7 Member to member liability

If any claim is made upon any member of the **Member** by any other member and is such that if made against the **Member** the **Member** may be entitled to be paid under this section the **Mutual** may pay the said member in respect of such claim provided that

- (a) such member is not entitled to claim somewhere else
- (b) such member shall as though he/she were the **Member** observe fulfil and be subject to the terms and conditions of this **Cover** so far as they can apply

Public & products liability exclusions

The **Mutual** will not consider claims 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 the **Member** or which is in the **Member's** custody or control Exclusion (3) will not apply in respect of
- (a) personal effects including vehicles and their contents belonging to **employees** officers or visitors
 - (b) premises and their contents not owned by leased or rented by the **Member** at which the **Member** is undertaking work in connection with the **business**
 - (c) premises including fixtures and fittings hired by or leased rented or borrowed by the **Member** but the **Mutual** will not consider 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 the **Member** or on the **Member's** 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 will not apply in respect of
 - (i) the use of plant as a tool of trade on site
 - (ii) the use of plant at the **Member's** premises
 - (iii) the loading or unloading of any vehicle
 - (iv) the movement of any vehicle not belonging to the **Member** 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 the **Member** 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 the **Member** unless liability would have attached in the absence of that contract
 - (9) the costs of remedying any defect or alleged defect in premises which the **Member** has disposed of
 - (10)
 - (a) fines or penalties
 - (b) liquidated damages
 - (c) any compensation awarded by a court of criminal jurisdiction
 - (d) multiplied aggravated exemplary or punitive damages
 - (11) any liability arising from
 - (a) the ownership or use by the **Member** or on the **Member's** behalf of any premises situated in the United States of America or Canada
 - (b) **products** sold or supplied on the **Member's** behalf from any premises situated in the United States of America or Canada
 - (c) **products** exported by the **Member** or on the **Member's** behalf to the United States of America or Canada
 - (12) any liability arising from
 - (a) **products** incorporated in any craft designed to travel through air or space
 - (b) **products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
 - (c) **products** incorporated in mechanically

propelled vehicles which could affect their safety

- (d) **products** 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 the **Member** for that purpose
- (13) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union
- (14) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**
However this shall not apply where removing handling or disposing of **asbestos** does not form part of the **Member's** usual business or any contract work undertaken and
 - (a) the **Member** has complied with any legal obligations to manage **asbestos** and
 - (b) any discovery of **asbestos** by the **Member** is unintentional and accidental and
 - (c) whereupon 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 is practicable and who has Employers' and Public liability insurance in force which provides limits of cover no less than those provided by this **Cover** and which do not exclude the work to be carried out
- (15) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
- (16) any liability arising from damage to property where there is a requirement to arrange cover under clause 6.5 of the 2007 JCT conditions or any similar contract clause
- (17) 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) sports stadia exhibitions theatres or music venues where attendance may exceed 1,000 people at any one time

Liability section extensions

If in force the covers of this section are extended for the following and are subject to the terms conditions and exclusions of the relevant cover

1 Compensation for court attendance

If the **Mutual** requests any of the following categories of people to attend court as a witness in connection with a claim under this section of the **Cover** the **Mutual** may provide the **Member** with

the following rates of compensation for each day on which attendance is required

Any of the **Member's** officers
£500
Any **employee** £250

2 Corporate manslaughter defence costs

The **Mutual** may pay the **Member** in respect of legal costs and expenses incurred with the **Mutual's** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arise from criminal proceedings for any offence as defined in 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

- (a) The most the **Mutual** may pay under this extension shall not exceed the Public & products liability cover limit as stated in the **Member's Certificate of Entry** or £5,000,000 whichever is the less in any one **cover period**
This limit will form part of and not be in addition to the cover limit stated in the **Member's Certificate of Entry**
- (b) where the **Mutual** has already agreed a claim in respect of 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 already paid by the **Mutual** will be taken into account in calculating the amount the **Mutual** may pay under this extension

- (c) the **Member** must obtain the **Mutual's** consent in writing to the appointment of any solicitor or counsel who is to act for and on the **Member's** behalf
- (d) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

The **Mutual** will not consider claims

- (i) for 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
- (ii) in respect of any proceedings which result from the **Member's** deliberate act or omission or deliberate act or omission of any trustees managerial employees partners directors of the **Member** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iii) in respect of 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

In the event of any incident occurring during the **cover period** which results or could result in adverse publicity the **Mutual** may pay the reasonable costs necessarily incurred by the **Member** with the **Mutual's** prior written consent of employing a marketing and/or public relations firm to help minimise the risk of damage to the **Member's** reputation

Provided that

- (a) the incident in the **Mutual's** opinion could result in a claim under this section of the **Cover**
- (b) the **Member** takes all reasonable measures to avoid or mitigate adverse publicity

Limit

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

Prosecution defence costs

The **Mutual** may subject to the cover limit pay the **Member** in respect of

- (a) **legal costs** and expenses incurred with the **Mutual's** written consent
- (b) costs awarded against the **Member** in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of
 - (i) the Health & Safety at Work etc. Act 1974
 - (ii) Part II of the Consumer Protection Act 1987
 - (iii) the Food Safety Act 1990 alleged to have been committed during the **cover period** in connection with the **business**

Exclusions

The **Mutual** will not consider claims

- (a) for anything covered somewhere else on a discretionary basis or otherwise
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the Employers' liability or Public & products liability covers of this section
- (c) in respect of fines or penalties of any kind
- (d) in respect of 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
- (e) where the proceedings have resulted from any deliberate act or omission by
 - (i) the **Member** or officer of the **Member**
 - (ii) any **employee** of the **Member** 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 total amount the **Mutual** may pay in respect of any one claim shall not exceed £500,000

3 Money with assault extension

The Member's Certificate of Entry will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the **Member's Certificate of Entry**) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Bodily injury

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

Business hours

means any time when anyone with responsibility for **money** is in attendance at the **premises** for the purpose of the **Member's business**

Covered person

means any employee committee member or **authorised volunteer** of the **Member**

Deferment period

means the initial period specified in the **Member's Certificate of Entry** following **bodily injury** during which the **temporary total disablement** or **temporary partial disablement** benefit is not payable

Loss of eye(s)

means total and irrecoverable loss of sight of an eye or eyes

Loss of limb(s)

means 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

means 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

means 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 National Insurance stamps and stamped National Insurance 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 the **Member** or for which the **Member** is responsible and pertaining to the **business**

Money in transit

means **money** other than **non-negotiable money** in transit whilst in **personal custody** or in a bank night safe until the bank accepts responsibility

Non-negotiable money

means crossed cheques (other than pre-signed blank cheques) crossed postal orders crossed money orders crossed bankers drafts National Savings certificates Premium Bonds stamped National Insurance cards credit and debit card sales vouchers Value Added Tax purchase vouchers and unused credit on postal franking machines

Other money

means **money** other than **non-negotiable money**

Permanent total disablement

means 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

means within the immediate personal control of the **Member** or any other responsible person authorised by the **Member**

Temporary partial disablement

means 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

means 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

Cover A – Money

The **Mutual** may pay to the **Member** in respect of **damage to money** happening during the **cover period** anywhere in the **geographical limits**

The most the **Mutual** may pay the **Member** in respect of any one loss shall not exceed the amount stated in the **Member's Certificate of Entry**

Extensions

The **Cover** by this Cover A is extended to include the following

1 Damage to safes

The **Mutual** may pay the **Member** for **damage** to any safe strongroom or cash carrying bag belonging to the **Member** or for which the **Member** is responsible arising in connection with theft or attempted theft of covered **money**

2 Damage to clothing and personal effects

The **Mutual** may pay the **Member** for **damage** to clothing and personal effects belonging to the **Member** or any of the **Member's** officers employees **authorised volunteers** or representatives arising in connection with theft or attempted theft of covered **money**

3 Fund raising events

For the period from two days before until seven days after a fund raising event the limits shown in the **Member's Certificate of Entry** are doubled for the following

- (i) **money** whilst in the course of transit or in a bank night safe
- (ii) **money** whilst being counted or in the home of any employee or **authorised volunteer**
- (iii) **money** in a locked safe in the **premises**

4 Overseas visits

The **Mutual** may pay the **Member** for **damage to money** occurring outside the **geographical limits** and which arises out of a temporary visit overseas by any of the **Member's** officers employees or **authorised volunteers** in connection with the **business**

Limit
£500 any one occurrence

Exclusions

The **Mutual** will not consider claims in respect of loss

- (1) due to dishonesty of any officer employee or volunteer of the **Member**
- (2) whilst the **money** is in the custody or control of a professional carrier
- (3) during transit by unregistered post
- (4) from an unattended vehicle
- (5) due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money
- (6) 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

Special conditions

1 Safe keys

In respect of loss of **money** from locked safes or locked strongrooms the **Member** shall ensure that all keys (except those deposited with a bank) and codes of combination locks for safes and strongrooms containing **money** are held in **personal custody**

2 Cash escort

In respect of cash in transit the **Member** shall ensure that the amounts shown below are escorted by the stated number of responsible able-bodied adults or a professional security firm as indicated until deposited in a secure area of the **Member's premises** or at the bank

£3,000 to £5,000

2 persons

Over £5,000 but less than £10,000

3 persons

£10,000 or over

a professional security firm

Cover B – Assault extension

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

Scale of benefits

The level of benefits are shown in the **Member's Certificate of Entry**

If the benefits are expressed in units one unit provides the following

- 1 Death
£2,500
- 2 **Loss of limb(s) or loss of eye(s)**
£2,500
- 3 **Permanent total disablement**
£2,500
- 4 **Temporary total disablement**
£25 per week
- 5 **Temporary partial disablement**
£10 per week

Extension

The **Cover** by this Cover B is extended to include the following

Hospital benefit and medical expenses If during the **cover period** a **covered person** sustains bodily injury in the course of their employment by the **Member** as a direct result of robbery or hold-up or attempted robbery or hold-up the **Mutual** may pay

- (a) **medical expenses** incurred by the **covered person**
Limit £500
- (b) £20 a day up to £200 if as a result of the **bodily injury** the **covered person** goes into hospital for in-patient treatment

Exclusions

The **Mutual** will not consider claims 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 or after the expiry of the **cover period** in which that person attained the age of 80 years

Special conditions

- 1 The **Mutual** 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 The **Mutual** may pay benefit for **permanent total disablement** following benefit for **temporary total disablement** or **temporary partial disablement**
- 3 Other than 2 above the **Mutual** 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 the **Member** or by the **Member's** legal personal representatives shall be a valid discharge of the **Mutual's** discretionary indemnity under this section
- 5 The **Mutual** will not pay any compensation until the total amount shall have been ascertained and agreed except that periodic payments on account of **temporary total disablement** or **temporary partial disablement** may be made by the **Mutual**

4 Fidelity

The *Member's Certificate of Entry* will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the *Member's Certificate of Entry*) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Acting in collusion

means all circumstances where two or more **employees** or **authorised volunteers** are concerned or implicated together or materially assist each other in an act of fraud or dishonesty

Commencement date

means the operative date of cover under this section for a named **employee** or **authorised volunteer** or category of **employees** or category of **authorised volunteers** other than as provided in relation to any superseded fidelity cover on a discretionary basis or otherwise

Employee(s)

means any person normally resident within the **geographical limits** who is

- (1) under a contract of service or apprenticeship with the **Member**
- (2) engaged as a work experience student or youth training scheme participant while under the **Member's** direct control and supervision

One claim

means all acts of fraud or dishonesty during the **cover periods** which this section (and any substituted cover on a discretionary basis or otherwise) shall remain in force committed by an individual **employee** or **authorised volunteer** or by **employees** or **authorised volunteers acting in collusion**

Cover

The **Mutual** may pay the **Member** for loss of money or goods belonging to or held in trust by the **Member** caused directly as a result of any act of fraud or dishonesty by any **employee** or **authorised volunteer** described in the *Member's Certificate of Entry* relating to their employment with the **Member** in the **business** and committed during the currency of

- (1) this section after the **commencement date** applicable to such **employee** or **authorised volunteer**
or
- (2) any superseded fidelity cover on a discretionary basis or otherwise effected by the **Member** 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
 - (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 **employee** or **authorised volunteer**
or
 - (ii) this section whichever occurs first

The **Mutual** may also pay for auditors' fees incurred with the **Mutual's** written consent to substantiate the amount of any claim provided that the most the **Mutual** may pay is the specific limit of cover shown in the *Member's Certificate of Entry* for **one claim** in respect of any **employee authorised volunteer** category of **employee** or category of **authorised volunteer** or the aggregate cover limit shown in the *Member's Certificate of Entry* in any one **cover period**

If **one claim** is caused by **employees** or **authorised volunteers acting in collusion** the **Mutual** will not consider claims for any amount which exceeds whichever of the individual cover limits applicable to the **employees** or **authorised volunteers** concerned is largest and in any event not which exceeds the aggregate cover limit shown in the *Member's Certificate of Entry*

Memorandum

Upon the notification of a claim the specific limit of discretionary indemnity and aggregate limit of discretionary indemnity for **employees** and **authorised volunteers** not the subject of such claim shall be maintained provided that

- (1) the **Member** agrees to pay any required additional **contribution**
- (2) the reinstated cover limit shall apply only to acts of fraud or dishonesty committed subsequent to the date of notification of the claim

Special conditions

1. The **Member** must operate the following Minimum standard of control
All **employees** and **authorised volunteers** with responsibility for money accounts goods computer operation or computer programming shall be instructed as to their duties and responsibilities in respect of the Minimum standard of control and be expected to comply with it

Minimum standard of control

- (i) All cheques or other bank instruments exceeding £10,000 shall require two manually applied signatures to be added after the amount has been inserted
The **Member** shall advise the **Member's** bankers accordingly
No cheque or instrument shall be signed until one signatory has examined the supporting documentation
- (ii) In respect of **employees** not paid by crossed cheque or credit transfer the list of employees and the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct
At least quarterly and independently of persons responsible the payroll shall be checked to minimise the possibility that fictitious names and enhanced payments have been included

- (iii) **Employees** and **authorised volunteers** receiving cash and cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt or next banking day
- (iv) Statement of account for all amounts due will be issued at least monthly and direct to customers independently of **employees** or **authorised volunteers** receiving or collecting monies
Action by management shall be taken if an account becomes three months overdue
- (v) Independently of the responsible **employees** or **authorised volunteers** bank statements receipts counterfoils and supporting documents shall be checked at least monthly against the cash book entries and the balance tested with cash and unrepresented cheques
- (vi) Cash in hand and petty cash shall be checked independently of the responsible **employees** or **authorised volunteers** at least monthly and additionally without warning every six months
- (vii) There will be a physical check on all stock and materials held against verified stock records independent of the responsible **employees** or **authorised volunteers** at intervals of not more than 12 months except where otherwise stated
- (viii) Different **employees** or **authorised volunteers** acting independently shall be responsible for the ordering of stock and materials the recording of receipt of such and the authorising of payment for them
- (ix) Security checks will be built into all computer functions with reconciliations made as necessary
Responsibilities for authorisation of transaction processing of transactions and handling of output shall be exercised by different **employees** or **authorised volunteers**
- (x) The **Member's** accounts shall be examined by external auditors every 12 months
All recommendations or alternatives acceptable to the auditors shall be implemented without delay

- (xi) Every **employee** or **authorised volunteer** who is responsible for money goods accounts computer operations or programming must take an uninterrupted break of at least two weeks in each calendar year during which
- (a) they carry out no duties on the **Member's** behalf and
 - (b) other than electronic mail they have no means of external access to the **Member's** computer systems and
 - (c) they stay away from any of the **Member's** premises
- (xii) All supplier/creditor accounts received for payment should be carefully and independently (i.e. independently of those employee placing orders or settling such accounts) checked and validated directly with the supplier/creditor before payment authorised
- No instructions or requests to change any supplier's/creditor's settlement account details shall be accepted or implemented without
- (a) (using contact details that are known) the supplier or creditor in question being contacted independently and directly to confirm the change
 - (b) written confirmation of change being obtained from a suitably authorised and recognised contact at the supplier/creditor
 - (c) written confirmation (again independently and directly) from the supplier's/creditor's bank
- 2 The **Member** shall obtain satisfactory references to confirm the honesty of all **employees** and **authorised volunteers** who are
- (a) responsible for money goods accounts computer operations or computer programming and
 - (b) engaged after the commencement of this section and
 - (c) subject to a cover limit of greater than £5,000
- Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the **employee** or **authorised volunteer** is entrusted without supervision
- Reference need not be obtained in respect of **employees** and **authorised volunteers** who

have satisfactorily and continuously served the **Member** for at least one year in another capacity before being entrusted with the duties referred to above

In respect of **employees** or **authorised volunteers** joining directly from school or government sponsored youth training schemes one character reference shall be obtained

The original of each written reference shall be retained by the **Member** and shall be made available for inspection by the **Mutual** on request

- 3 Any money of the **employee** or **authorised volunteer** held by the **Member** and any money which but for the **employee's** or **authorised volunteer's** dishonesty would have been due to the **employee** or **authorised volunteer** from the **Member** shall be deducted from which may otherwise be payable under this section of the **Cover**
- The **Member** and the **Mutual** shall share any other recovery (excluding insurance and reinsurance and any counter-security taken by the **Mutual**) 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
- 4 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 the **Mutual's** discretionary indemnity for any **one claim** shall not exceed the specific cover limit as shown in the **Member's Certificate of Entry** applicable at the time of the loss and the **Mutual's** discretionary indemnity any one **cover period** shall not exceed the aggregate cover limit as shown in the **Member's Certificate of Entry** applicable during that **cover period**

Exclusion

The **Mutual** will not consider any claim for loss of interest or consequential loss of any kind

General information

Appeals procedure

A Member has the right to appeal the Mutual's decision on its claim to the Mutual's Board of Directors.

A letter of appeal explaining why the claim should be dealt with differently should be submitted to the Chairman of the Board of Directors at the following address:

The Chairman
The Masonic Mutual Limited
Floor 3
Westcombe House
2/4 Mount Ephraim
Tunbridge Wells
Kent
TN4 8AS

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

The Board will review the letter of appeal and supporting documents along with the Mutual's claim file to date. The Board may request additional information from the Member 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 in writing shortly after. The Board's decision is final and it is not obliged to explain the reason for its decision.

Complaints procedure

The Mutual is committed to handling any complaint received promptly and in a fair and effective manner. Complaints can be made over the phone or in writing using the following contact details:

The Masonic Mutual Limited
7 Maltings Place
169 Tower Bridge Road
London
SE1 3JB

Tel: 0203 327 3356

Email: info@themasonicmutual.com

Your complaint will be acknowledged in writing within five working days of receipt and every effort will be made to resolve the matter as soon as possible. If the Mutual cannot resolve your complaint within five working days, it will write to you to acknowledge receipt, advise who is dealing with the complaint and what steps are being taken. You will be kept fully informed of the progress of your complaint until brought to a conclusion.

The mutual covers are provided by the Mutual on a discretionary basis up to the limit of the Mutual's retention. Provision of discretionary mutual 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 proceedings.

Financial Ombudsman Service

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

The Financial Ombudsman Service
Exchange Tower
E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

